



## REQUEST FOR PROPOSAL

<b>RFP NUMBER:</b>	<b>RFP:060/08/2017</b>
<b>DESCRIPTION:</b>	<b>PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE SPECIAL INVESTIGATING UNIT (SIU) FOR A PERIOD OF SIXTY (60) MONTHS.</b>
<b>PUBLICATION DATE:</b>	<b>13 October 2017</b>
<b>VALIDITY PERIOD:</b>	<b>90 days from the closing date</b>
<b>CLOSING DATE:</b>	<b>03 November 2017</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>
<b>COMPULSORY BRIEFING SESSION</b>	<b>24 October 2017</b>  <b>SIU Head Office -Pretoria</b> <b>Rentmester Building</b> <b>74 Watermeyer Street, Meyerspark</b> <b>Pretoria</b> <b>11:00 AM</b>
<b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:</b>	<b>Special Investigating Unit(SIU)</b> <b>Head Office</b> <b>Rentmester Building</b> <b>74 Watermeyer Street, MEYERSPARK</b> <b>PRETORIA</b> <b>(at Bid Box next to reception, on the lower ground)</b>
<b>PRICE OF BID DOCUMENT</b>	<b>R500.00 ONLY IF COLLECTED AT SIU AND NO COST IF DOWNLOADED AT <a href="http://www.siu.org.za">www.siu.org.za</a> or e-tenders@treasury.gov.za</b>
<b>SCM INQUIRIES:</b> For all bidding related enquiries	<b>Ms Sylvia Mkhize</b> <b>E-mail: <a href="mailto:scm@siu.org.za">scm@siu.org.za</a></b>
<b>TECHNICAL INQUIRIES:</b> For all technical related enquiries	<b>Ms Ellaine Mafatlha</b> <b>E-mail: <a href="mailto:scm@siu.org.za">scm@siu.org.za</a></b>

**NAME OF BIDDER:**

**TOTAL BID AMOUNT( Including VAT) : R**

**TRAVEL MANAGEMENT SERVICES**

Bidders should ensure that bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

The SIU's Bid Box is generally accessible 8 hours a day 07h30 to 16h00); 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception.**

**(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

#### **BIDDING STRUCTURE**

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	
<b>If individual bidder, indicate the following:</b>	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following:</b> <i>(To be completed for each JV/ Consortium member)</i>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors, indicate the following:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	

Postal address	
Physical address	

<b>If using subcontractors, indicate the following:</b> <i>(To be completed for each subcontractor)</i>	
Name of subcontractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

**Checklist of documents to be submitted:**

***Please tick in the relevant block below***

**YES      NO**

<input type="checkbox"/>	<input type="checkbox"/>	One original tender document with TWO copies (clearly marked as original and copy 1 of 2, etc)
<input type="checkbox"/>	<input type="checkbox"/>	Completion in full the Request for Proposal document
<input type="checkbox"/>	<input type="checkbox"/>	Proof that Tax Matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)
<input type="checkbox"/>	<input type="checkbox"/>	Original Certified Copies ( Copy with original stamp) of proof of company registration (E.G Trust, Pty; CC etc)
<input type="checkbox"/>	<input type="checkbox"/>	All Declaration Forms (All SBD Forms)
<input type="checkbox"/>	<input type="checkbox"/>	Original or certified copy of B-BBEE Level of contribution Certificate or Sworn Affidavit (Failure to attach certificate will lead to non- allocation of points)

**Please ensure that the following documents are completed:**

**YES      NO**

<input type="checkbox"/>	<input type="checkbox"/>	Completed Bid Conditions
<input type="checkbox"/>	<input type="checkbox"/>	Completed Price Schedule with detailed breakdown

Kindly take note that:

- 1. Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

.....  
**Signed**

\_\_\_\_\_  
**Capacity**

.....  
**Name in Print**

\_\_\_\_\_  
**Date**

## ANNEXURE A

SBD1

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>RFP:060/08/2017</b>	CLOSING DATE:	<b>03 NOVEMBER 2017</b>	CLOSING TIME:	<b>11:00AM</b>
DESCRIPTION	PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE SPECIAL INVESTIGATING UNIT (SIU) FOR A PERIOD OF SIXTY (60) MONTHS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

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

**SIU Head Office**  
**74 Watermeyer Street**  
**Rentmeester Building**  
**Meyerspark , Pretoria**  
**0184**

OR

**Postnet Suit 271**  
**Private Bag X844**  
**Silverton**  
**0127**

## SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN**

**TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**

## ANNEXURE A

<b>ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b>	  .....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B

## TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO 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.



## ANNEXURE A

### GENERAL INFORMATION

#### 1. NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals (“RFP”), in the advertisements published in respect of the RFP, any answers or clarification provided by the SIU as part of the SCM process or otherwise:

- 1.1 the procurement of accommodation, goods or services will be at the SIU's sole and absolute discretion and the SIU reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
  - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
  - 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
  - 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SIU, the Head/Acting Head of the SIU, the SIU's agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters

#### 2. CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 2.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
  - 2.1.1 Black ink should be used when completing Bid documents.
  - 2.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SIU will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 2.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Special Investigating Unit on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

### TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

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- 2.3 I/We agree that -
- 2.3.1 the offer herein shall remain binding upon me/us and open for acceptance by SIU during the validity period indicated and calculated from the closing hour and date of the Bid;
- 2.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 2.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 2.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.6 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.

<b>Signature(s) of Bidder or assignee(s)</b>		<b>Date</b>
<b>Name of signing person (in block letters)</b>		
<b>Capacity</b>		
<b>Are you duly authorized to sign this bid?</b>		
<b>Name of Bidder [company name] (in block letters)</b>		
<b>Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</b>		
<b>Telephone Number</b>	<b>FAX Number:</b>	
<b>Cell Number</b>	<b>E-mail Address:</b>	

## ANNEXURE A

### 3. General rules and instructions

#### 3.1 Confidentiality

3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.

3.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.

3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SIU (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent SIU's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, SIU shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

3.1.5 Any documentation, software or records relating to confidential information of SIU, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:

3.1.5.1 be deemed to form part of the confidential information of SIU;

3.1.5.2 be deemed to be the property of SIU;

3.1.5.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

3.1.5.4 be surrendered to SIU on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

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### **4. News and press releases**

- 4.1. Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SIU and its Client.

### **5. Precedence of documents**

- 5.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 5.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SIU may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SIU.
- 5.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SIU as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SIU in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

### **6. Preferential procurement reform**

- 6.1 SIU supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SIU insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 6.2 SIU shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2017.

### **7. National Industrial Participation Programme**

- 7.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5, see annex F).

### **8. Language**

- 8.1 Bids shall be submitted in English.

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### **9. Gender**

- 9.1 Any word implying any gender shall be interpreted to imply all other genders.

### **10. Headings**

- 10.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

### **11. Security clearances**

- 11.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SIU commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 11.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

### **12. Occupational Injuries and Diseases Act 13 of 1993**

- 12.1 The Bidder warrants that all its employees (including the employees of any subcontractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SIU reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SIU.

### **13. Formal contract**

- 13.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SIU and/or its clients and the enterprise(s) to whom SIU awards the bid in whole or in part.
- 13.2 Any offer and/or acceptance entered verbally between SIU and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

### **14. Reasons for disqualification**

- 14.1 SIU reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

## **ANNEXURE A**

- 14.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
- 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
- 14.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, Work references, experience, etc.;
- 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters
- 14.1.8. bidders who fail to attend compulsory briefing session (attendance register will be used to verify attendance)

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### **15. Bid preparation**

- 15.1. All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 15.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 15.3 There shall be public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 15.4. No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 15.5. Bids from international bidders with no office or representation in the RSA shall not be accepted.
- 15.6 The closing date for questions on this RFP is **06 October 2017**

### **16. Oral presentations and briefing sessions**

- 16.1. Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SIU. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SIU shall schedule the time and location of these presentations. Oral presentations are an option of SIU and may or may not be conducted.
- 16.2. Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SIU not later than ten (10) days after the publication of the Bid.

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### GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

1. Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Do not Comply" or "Partial" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
2. A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "✓" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

**NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply". It is mandatory for the bidders to comply with the following bid conditions.**

3. The following bid conditions will govern the contract between the Special Investigating Unit and the successful bidder:

#### 3.1

This Bid is subject to the General Conditions of Contract referred to in this document.	<b>Accept</b>	<b>Do not accept</b>

#### 3.2

The laws of the RSA shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Accept</b>	<b>Do not accept</b>

#### 3.3

SIU shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Accept</b>	<b>Do not accept</b>



## ANNEXURE A

3.4

SIU SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	<b>Accept</b>	<b>Do not accept</b>

3.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	<b>Accept</b>	<b>Do not accept</b>

3.6

SIU reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	<b>Accept</b>	<b>Do not accept</b>

3.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Accept</b>	<b>Do not accept</b>

3.8

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not accept</b>

3.9

Where applicable, SIU reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	<b>Accept</b>	<b>Do not accept</b>

## ANNEXURE A

### 3.10

SIU reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Accept	Do not accept

### 3.11

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	Accept	Do not accept

### 3.12

<p>The bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Accept	Do not accept

### 3.13

Should the bidder withdraw the proposal before the proposal validity period expires, SIU reserves the right to recover any additional expense incurred by SIU having to accept any less favourable proposal or the additional expenditure incurred by SIU in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

### 3.14

Delivery of and acceptance of correspondence between SIU and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

## ANNEXURE A

3.15

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SIU shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that SIU reserves the right to award the same proposal to next best bidders as it deems fit.</p>	Accept	Do not accept

3.16

<p>In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.</p>	Accept	Do not accept

3.17

<p>Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by SIU signatory and added to this RFP as an addendum.</p>	Accept	Do not accept

3.18

<p>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.</p>	Accept	Do not accept

## ANNEXURE A

3.19

<p>Bidders who make use of subcontractors.</p> <p>The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SIU and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p>	Accept	Do not accept

3.20

<p>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</p>	Accept	Do not accept

3.21

<p>No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.</p>	Accept	Do not accept

3.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by SIU</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.</p>	Accept	Do not accept

## ANNEXURE A

3.23

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Accept</b>	<b>Do not accept</b>

3.24

The bidders' response to this tender, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Accept</b>	<b>Do not accept</b>

3.25

SIU has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.	<b>Accept</b>	<b>Do not accept</b>

3.26

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	<b>Accept</b>	<b>Do not accept</b>

3.27

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Accept</b>	<b>Do not accept</b>

## ANNEXURE A

### SBD 6.1

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

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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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.

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### 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

## ANNEXURE A

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

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

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

### 5. BID DECLARATION

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

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

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

### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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



## ANNEXURE A

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

Designated Group: An EME or QSE which is at least 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		
<b>OR</b>		
Any EME		
Any QSE		

### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

## TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

## ANNEXURE A

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

### WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**ANNEXURE B: TAX CLEARANCE CERTIFICATE**

**SBD 2**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1 In order to meet this requirement bidder are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

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### TAX CLEARANCE

## Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application


### Particulars applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no		Company/Close Corp. registered no
Income Tax ref no		PAYE ref no 7
VAT registration no 4		SDL ref no L
Customs code		UIF ref no U
Telephone no	CODE - NUMBER	Fax no CODE - NUMBER
E-mail address		
Physical address		
Postal address		

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### Particulars of representative (Public Officer/Trustee/Partner)

Surname																															
First names																															
ID/Passport no																Income Tax ref no															
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R														
E-mail address																															
Physical address																															

### Particulars of tender (If applicable)

Tender number																	
Estimated Tender amount	R																
Expected duration of the tender			year(s)														
Particulars of the 3 largest contracts previously awarded																	
Date started	Date finalised	Principal	Contact person	Telephone number	Amount												

### Audit

Are you currently aware of any Audit investigation against you/the company?.....	YES	NO
If "YES" provide details		

### Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

<input type="text" value=""/>	C C Y Y - M M - D D
Signature of representative/agent	Date
Name of representative/agent	<input type="text" value=""/>

### Declaration

TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

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### Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...

3. **SARS shall, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate shall only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**Annexure C: Declaration Of Interest SBD 4****1 Declaration of interest**

- 1.1 Any legal person, including persons employed by the state<sup>1</sup>, 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:
- 1.1.2 the bidder is employed by the state; and/or
- 1.1.2 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.**

8.9 Full name of bidder or his or her representative:  
\_\_\_\_\_

2.2 Identity \_\_\_\_\_ number:  
\_\_\_\_\_

2.3 Position occupied in the company (director, trustee, shareholder)  
\_\_\_\_\_

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.

“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;

## ANNEXURE A

- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

<sup>2</sup> "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 presently employed by the state? YES / NO

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 not, 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 other particulars:

\_\_\_\_\_

\_\_\_\_\_



## ANNEXURE A

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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 \_\_\_\_\_ other \_\_\_\_\_ particulars:

---

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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 \_\_\_\_\_ other \_\_\_\_\_ particulars:

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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 \_\_\_\_\_ other \_\_\_\_\_ particulars:

---

---

---

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

Full name	Identity Number	Personal tax reference number	State employee number / Persal number

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### 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 GCC SHOULD  
THIS DECLARATION PROVE TO BE FALSE.

Signature: .....

Date: .....

Position: .....

Name of bidder: .....

## Annexure D: National industrial participation SBD 5

This document must be signed and submitted together with your bid  
**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **1 Introduction**

- 1.1 The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all State and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **2 Pillars of the programme**

- 2.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million shall have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- 2.1.1 Any single contract with imported content exceeding US\$10 million; or
  - 2.1.2 Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million; or
  - 2.1.3 A contract with a renewable option clause, where should the option be exercised the total value of the imported content shall exceed US\$10 million; or
  - 2.1.4 Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 2.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above shall amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 2.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or

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suppliers.

- 2.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 3 **Requirements of The Department of Trade and Industry**

- 3.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million rand), submit details of such a contract to the DTI for reporting purposes.

- 3.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

### 4 **BID submission and contract reporting requirements of bidders and successful bidders (contractors)**

- 4.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the Bid on the closing date and time.

- 4.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

- 4.2.1 above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million rand), to contact and furnish the DTI with the following information:

- 4.2.1.1 bid or contract number.
- 4.2.1.2 description of the goods, works or services.
- 4.2.1.3 date on which the contract was accepted.
- 4.2.1.4 name, address and contact details of the government institution.
- 4.2.1.5 value of the contract.
- 4.2.1.6 imported content of the contract, if possible.

- 4.3 The information required in paragraph 3.2 above must be sent to the DTI, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted at telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about

## ANNEXURE A

the programme.

### 5 **Process to satisfy the NIP obligation**

5.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:

5.1.1 the contractor and the DTI shall determine the NIP obligation;

5.1.2 the contractor and the DTI shall sign the NIP obligation agreement;

5.1.3 the contractor shall submit a performance guarantee to the DTI;

5.1.4 the contractor shall submit a business concept for consideration and approval by the DTI;

5.1.5 upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;

5.1.6 the contractor shall implement the business plans; and

5.1.7 the contractor shall submit bi-annual progress reports on approved plans to the DTI.

5.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number \_\_\_\_\_

Closing date \_\_\_\_\_

Name of  
bidder \_\_\_\_\_

Postal address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Name (in print) \_\_\_\_\_

Date \_\_\_\_\_

**Annexure E : Declaration of Bidders Past Supply Chain Practices**

SBD 8

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

- 1 This Standard Bidding Document must form part of all Bids invited.
- 2 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.
- 3 The Bid of any bidder may be disregarded if that bidder, or any of its directors have:
  - 3.1 abused the institution's supply chain management system;
  - 3.2 committed fraud or any other improper conduct in relation to such system; or
  - 3.3 failed to perform on any previous contract.
- 4 **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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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Item	Question	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 RSA) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, the undersigned (full name)

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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.

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Signature

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Date

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Position

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Name of bidder

**ANNEXURE F: CERTIFICATE OF INDEPENDENT BID DETERMINATION***SBD*

9

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**This Standard Bidding Document (SBD) must form part of all Bids<sup>1</sup> invited.**

1. 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
2. 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 authorises accounting officers and accounting authorities to:
  - 2.1 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.
  - 2.2 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

the undersigned, in submitting the accompanying bid:

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**(Bid number and description)**

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.



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in response to the invitation for the bid made by:

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**(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 authorised 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 authorised 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 organisation, 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.
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 consortium<sup>3</sup> 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;

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

## ANNEXURE A

- (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.
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.

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**Signature**

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**Date**

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**Position**

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**Name of bidder**

**Annexure G: Government Procurement: General Conditions of Contract – July 2011**

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**NOTES**

The purpose of this document is to:

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

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

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

**TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices

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18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

### **General conditions of contract**

#### **1 Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

## **TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**

## **ANNEXURE A**

- 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.

## **ANNEXURE A**

- 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 organisation purchasing the goods.
- 1.22 “Republic” means the RSA.
- 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, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC are in conflict with these general conditions, the special conditions shall apply.

## **3 General**

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

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### **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.

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- 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:
- 7.3.1 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
- 7.3.2 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 SIU or an organisation acting on behalf of the SIU.
- 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



## **ANNEXURE A**

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.

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### **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:
  - 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4 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
  - 13.1.5 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:
  - 14.1.1 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
  - 14.1.2 in the event of termination of production of the spare parts:
    - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2 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

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### **16 Payment**

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

### **17 Prices**

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

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### 18 **Contract amendments**

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

### 19 **Assignment**

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

### 20 **Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4 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.
- 21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to

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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:
- 23.1.1 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;
  - 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3 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.

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- 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:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2 the date of commencement of the restriction
  - 23.6.3 the period of restriction; and
  - 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 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,

## ANNEXURE A

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,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

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### **28 Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1 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
- 28.1.2 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 SARSs.



## ANNEXURE A

### 33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

### 34 Prohibition of restrictive practices

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

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

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

**The above General Conditions of Contract (GCC) are accepted by:**

<b>Name:</b>	
<b>Designation:</b>	
<b>Bidder:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**ANNEXURE J: PRICING SCHEDULE****SBD 3.1**

Name of bidder: ..... Bid number: <b>RFP060/08 /2017</b> Closing Time <b>11:00</b>
--

**PLEASE NOTE:****Bidders should attach a detailed price/commercial proposal**

**OFFER TO BE VALID FOR 90 DAYS FROM 03 November 2017** (THE CLOSING DATE OF BID).

The bidder must provide the total price for the Provision of Cleaning and Hygiene Services for in Mahikeng Office for a period of forty-eight months.

**This annexure should be completed and signed by the Bidder's authorised personnel as indicated below:** If applicable each year

1 Please indicate your total bid price here: R..... (Incl of VAT)  
**(compulsory)**

2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply

## ANNEXURE A

Substantiate / Comments
-------------------------

7.

The bidder must indicate <b>clearly</b> which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

## ANNEXURE A

### **Price Declaration Form**

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFP**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide....., for the total tendered contract sum of:

R \_\_\_\_\_ (including VAT)

In Words: R\_\_\_\_\_ (including VAT) We confirm that this price covers all service to provide .....for the SIU, including but not limited to the supply of all required. We confirm that the SIU will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

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

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

(Print name of signatory)

**Designation**

**FOR AND ON BEHALF OF:**

**COMPANY NAME**

**Tel No**

**Fax No**

**Cell No**

## **ANNEXURE A**

### **TERMS OF REFERENCE FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE SPECIAL INVESTIGATING UNIT (SIU) FOR A PERIOD OF SIXTY (60) MONTHS.**

#### **1. BACKGROUND OF THE SIU**

The SIU is an independent statutory body established by proclamation R.118 of 31 July 2001, issued in terms of the Special Investigating Units and Special Tribunals Act No. 74 of 1996 as amended ("the SIU Act"). The purpose of the SIU is to investigate serious malpractices, maladministration and corruption in connection with the administration of State Institutions, state assets and public money as well as any conduct, which may seriously harm the interest of the public. Furthermore, the purpose of the SIU is to institute and conduct civil proceedings in any court of law or a Special Tribunal in its own name or on behalf of State Institutions.

#### **COMPOSITION OF THE SIU**

The Special Investigating Unit consists of one (1) national office in Pretoria and nine (9) provincial offices in Pretoria (incorporating Head Office), East London, Umtata, Cape Town, Durban, Bloemfontein, Mafikeng, Polokwane and Nelspruit.

The combined national staff complement is +- 530 (five hundred and thirty)

The composition of SIU staff is diverse and complex in nature and includes a variety of skilled and semi-skilled professions including but not limited to forensic lawyers & advocates, forensic investigators, forensic accountants, forensic cyber examiners, forensic data analysts, administration clerks, support staff for Finance, Human Resources, Information Technology, a Project Management Office, Risk and Internal Audit, Communications and administrative staff. There are roughly 87 individual job titles across 19 Patterson grading levels.

Normalising the anomalies and ensuring job titles are appropriately defined and employees mapped to these are part of the scope of this project.

## ANNEXURE A

### 2. OBJECTIVE

The objective of this Request for Proposals (RFP) is to solicit proposals from potential bidders for the provision of travel management services to the SIU. This RFP documents details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the SIU for the provision of travel management services. The RFP does not constitute an offer to do business with the SIU, but merely serves as an invitation to bidders to facilitate a requirement-based decision process.

### 3. DEFINITIONS

**Accommodation** means the rental of lodging facilities while away from one's place of residence, 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.

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

**Global Distribution System (GDS)** means a worldwide electronic reservation network used as a single point of access for reserving airline seats, hotel rooms, rental cars, and other travel related items by travel agents and online reservation sites.

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

## TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

## ANNEXURE A

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

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

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

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

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

**Service Level Agreement (SLA)** is a contract between the TMC and the SIU 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 an SIU official, consultant or contractor travelling on official business on behalf of the SIU.

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

**Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller.

## TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

## ANNEXURE A

**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 the SIU by a dedicated consultant to ensure a seamless travel experience.

### 4. SCOPE OF WORK

#### 4.1 Background

The SIU currently uses an off-site Travel Management Company (TMC) to manage the travel requisition and travel expenses processes within the travel management life cycle. The travel requisition process is currently semi-automated. The travel requisition is manually captured on forms that go through a manual authorisation/approval procedure and forwarded to the SIU's travel bookers/coordinators. The requisitions are then forwarded to the TMC via email and once the travel arrangements are completed and confirmed by the TMC, the travel authorisation form is captured by the bookers and sent through to the Supervisor for approval.

The primary objective of issuing this RPF is to enter into an agreement with a successful bidder who will achieve the following:

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



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### 4.2 Travel Volumes

The current SIU's total volume per annum includes air travel, accommodation, car hire, etc. the table below details the number of transactions for the 2016/17 Financial year Excluding Service Fee as follows:

Service Category	Estimated Number of Transactions	Estimated Expenditure per annum
Air-travel- domestic	1 487	R 5 372 371.86
Air-Travel-Regional and International	16	R 133, 542.99
Car Hire- domestic	792	R 970, 251.91
Car Hire- Regional and International	6	R 16, 731.00
Shuttle Services/Transfers	331	R 324 218.00
Accommodation – Domestic	1732	R 4 004 645.04
After –Hours	74	R 14 730.00
Parking	23	R 4 664.64

### 4.3 Service Requirement

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

#### 4.3.1 General

1. The travel services will be provided to all Travellers on behalf of the SIU, domestic, regionally and internationally. This will include employees and contractors, consultants and clients where the agreement is that the SIU is responsible for the agreement and cost of travel.
2. Provide travel management services during normal office hours (Monday to Friday- 08h00 to 17h00) and provide after-hours and emergency services.
3. Familiarisation with current SIU travel business processes.
4. Familiarisation with current travel suppliers and negotiated agreements that are in place between the SIU and third parties. Assist with further negotiation for better deals with travel service providers.

## TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

## **ANNEXURE A**

5. Familiarisation with current SIU's Travel Policy and implementation of controls to ensure compliance.
6. 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.
7. Provide a facility for SIU to update their travellers' profiles.
8. Manage third party service providers by addressing service failures and complaints against these service providers.
9. Consolidate all invoices from travel suppliers.
10. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
11. The service provider must attach an appointment letter and/or contract for similar work done in the past 5 years from the date of the appointment letter and/or contract.

### **4.3.2 Reservations**

The Travel Management Company will:

1. Receive travel requests from 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.
2. Always endeavour to make the most cost effective travel arrangements based on the request from the travel bookers.
3. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advice the travel bookers of alternative plans that are more cost effective and more convenient where necessary.
4. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
5. Book the negotiated discounted fares and rates where possible.
6. Book parking facilities at the airports where required for the duration of the travel.
7. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
8. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

## **TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**

## ANNEXURE A

9. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
10. Advise the Travel Bookers and Traveller(s) of all visa and immunisation requirements well in advance.
11. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
12. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
13. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
14. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
15. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
16. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, which are negotiated directly or established by National Treasury or by SIU are **non-commissionable**, where commissions are earned for SIU bookings all these commissions should be returned to the SIU on a quarterly basis.
17. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by SIU.
18. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per SIU's instructions.
19. The full itinerary including accommodation , airline and car hire must be delivered electronically (SMS and Email format) to the travellers
20. The TMC will obtain price comparisons with the maximum allowable rate matrix in accordance with National Treasury Instruction Note on Cost Containment measures. Refer attached Annexure.
21. The TMC must assist catering for special individual traveller's dietary requirements for Air Travel and Accommodation.

## **ANNEXURE A**

### **4.3.3 Air Travel**

1. The TMC must be able to book full service carriers as well as low cost carriers.
2. The TMC will book the most cost effective airfares possible for domestic travel.
3. For international flights, the airline which provides the most cost effective and practical routings may be used.
4. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
5. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
6. 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.
7. 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.
8. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
9. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
10. Assist with lounge access if and when required.

### **4.3.4 Accommodation**

1. 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.
2. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with SIU's travel policy.

## **ANNEXURE A**

3. SIU's travellers may only stay at accommodation establishments with which SIU 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 SIU.
4. 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.
5. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

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

1. The TMC will book the approved category vehicle in accordance with the SIU's Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
2. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
3. 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.
4. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
5. The TMC will book transfers in line with the SIU's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
6. The TMC should manage shuttle companies on behalf of the SIU and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
7. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

## **ANNEXURE A**

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

1. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
2. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
3. 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.
4. 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.
5. The TMC 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.

### **4.3.7 Communication**

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

### **4.3.8 Financial Management**

1. The TMC must implement the most economic rates with travel service providers in accordance with the maximum allowable rates established by the National Treasury where applicable.
2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SIU for payment within the agreed time period.
3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

## **TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**

## **ANNEXURE A**

4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices SIU for the services rendered.
5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
6. Consolidate Travel Supplier bill-back invoices.
7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SIU's Finance Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

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

1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
3. All management information and data input must be accurate.
4. The TMC will be required to provide the SIU 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.
5. Reports must be accurate and be provided as per SIU's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
6. SIU may request the TMC to provide additional management reports.
7. 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.
8. Reports must be available in an electronic format for example Microsoft Excel.
9. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

## **TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**

## **ANNEXURE A**

### **Travel**

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

### **Finance**

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for monthly statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly bank settlement plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

### **4.3.10 Account Management**

1. An Account Management structure should be put in place to respond to the needs and requirements of the SIU and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the SIU's account.
3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

## **TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**



## **ANNEXURE A**

5. Ensure that the SIU's Travel Policy is enforced.
6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
7. Ensure that workshops / training is provided to Travellers and / or Travel Bookers.
8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

### **4.3.11 Value Added Services**

The TMC should provide the following value added services

Destination information for regional and international destinations:

- a) Health warnings;
- b) Weather forecasts;
- c) Places of interest;
- d) Visa information;
- e) Travel alerts;
- f) Location of hotels and restaurants;
- g) Information including the cost of public transport;
- h) Rules and procedures of the airports;
- i) Business etiquette specific to the country;
- j) Airline baggage policy; and
- k) Supplier updates
- l) For International and Regional Travel: Advice on the suitability and quality of accommodation;

1. Electronic voucher retrieval via web and smart phones;
2. SMS notifications for travel confirmations;
3. Travel audits;
4. Global Travel Risk Management;
5. VIP services for Executives that include, but is not limited to check-in support.
6. Smart Phone AP to monitor travel arrangements for individual travellers will be an added advantage.

## **TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES**

## **ANNEXURE A**

### **4.3.14 Cost Management**

1. The National Treasury cost containment initiative and SIU's Travel Policy is establishing a basis for a cost savings culture.
2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with SIU's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

### **4.3.15 Quarterly and Annual Travel Reviews**

1. Quarterly reviews are required to be presented by the Travel Management Company on all SIU's travel activity in the previous three-month period. These reviews are comprehensive and presented to SIU's Procurement and Finance teams as part of the performance management reviews based on the service levels.
2. Annual Reviews are also required to be presented to SIU's Senior Executives.

### **4.3.16 Office Management**

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

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

## **ANNEXURE A**

### **5. DURATION**

The contract term is sixty (60) months five (5) years from the date of appointment.

### **6. PRICING MODEL**

SIU requires bidders to propose the transactional fee .Refer to Annexure A3, template2.

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.

The SIU currently uses 100% traditional booking process and evaluations on price will be on this basis. The SIU reserves the right to vary the booking process between traditional booking and On-line booking during the term of the contract.

#### **a. Volume driven incentives**

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

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

No override commissions earned through SIU's reservations will be paid to the TMCs;

An open book policy will apply and any commissions earned through the SIU's volumes will be reimbursed to SIU

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

## **7.EVALUATION AND SELECTION CRITERIA**

7.1. The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal.

## ANNEXURE A

- 7.2. Service Providers will be evaluated on functionality. The bidders that score points which exceed the minimum threshold provided on functionality will further be evaluated on price and on Broad Based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2017.
- 7.3. The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the evaluation criteria indicated in the Terms of Reference.
- 7.4. All bidders who score less than **70 out of 100** points for functionality will not be considered further. Service Providers will be shortlisted and may possibly be invited to do a presentation on their proposals at their own cost.
- 7.5. Evaluation will be conducted in accordance with SIU Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017 .
- 7.6. This bid will be evaluated on 80/20 Broad Based Black Economic Empowerment (B-BBEE) Status level contributor shall be applicable.
- 7.7. In accordance with the SIU Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:
  - 7.7.1. Phase 1 (a): Administrative Requirements (Legislative);
  - 7.7.2. Phase 1 (b): Mandatory Requirement
  - 7.7.3. Phase 2: Functionality Evaluation; and
  - 7.7.4. Phase 3: Price and B-BBEE Evaluation

## ANNEXURE A

### **7.7.1. PHASE: 1(a) ADMINISTRATIVE COMPLIANCE**

DESCRIPTION	COMPLY	NOT COMPLY
Completion in full the Request for Proposal document		
Completion of all SBD Forms (Declaration Forms)		
Proof that tax matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)		
Certified copy of proof of company registration documents (e.g Pty; Trust; CC etc)		
Original or certified copy of B-BBEE Level of contribution Certificate (Failure to attach certificate will lead to non- allocation of points)		

### **7.7.2. PHASE: 1 (b) MANDATORY REQUIREMENTS**

The service provider shall be automatically eliminated if the following evidence is not presented or responded upon:

DESCRIPTION	COMPLY	NOT COMPLY
Attendance of Compulsory Briefing Session		
<p>7.7.2.1. <b>IATA Licence / Certificate.</b> Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.</p> <p>7.7.2.2. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>		
<p>7.7.2.3. <b>ASATA Licence/ Certificate.</b> Bidders are required to submit their Association of Southern African Travel Agent (ASATA) licence/ certificate (certified copy) at closing date.</p> <p>7.7.2.4. Where a bidding company is using a 3rd party ASATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>		
<b>7.7.2.5. Global Distribution System (GDS)</b>		

## ANNEXURE A

7.7.2.6. Not be under public or private reprimand/warning of a professional association.		
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### 7.7.3. PHASE 2: FUNCTIONALITY EVALUATION CRITERIA

DESCRIPTION OF CRITERIA	METHOD OF EVALUATION	POINTS ALLOCATION
<p><b>Company experience = 40</b></p> <p>The Professional Service Provider must demonstrate relevant experience in Travel Management Services in the past 5 years.</p> <p>The service provider must attach an appointment letter and/or contract for similar work done in the past 5 years from the date of the appointment letter and/or contract.</p> <p>The appointment letter and/or contract MUST ALSO INCLUDE the company name, contact person and contact numbers.</p> <p><b>Please note:</b> The SIU will not accept a list of references in a table format.</p>	No appointment letter and/or contract.	0
	1 to 4 appointment letter(s) and/or contract(s).	15
	5 to 9 appointment letter(s) and/or contract(s).	25
	10 or more appointment letter(s) and/or contract(s).	40
<p><b>Qualification of dedicated travel consultant(s) = 15</b></p> <p><b>Service provider must demonstrate that the dedicated travel consultant(s) has the relevant qualification(s) in travel</b></p>	No qualification	0
	Travel Management Certificate or higher	15

## ANNEXURE A

DESCRIPTION OF CRITERIA	METHOD OF EVALUATION	POINTS ALLOCATION
<p>management.</p> <p>Attach certified copie(s) of qualifications.</p>		
<p><b>Experience of Dedicated Account Manager = 20</b></p> <p>The Service Provider must demonstrate that the Account Manager responsible for the project has relevant experience in the position.</p> <p>Attach a concise CV of Account Manager with at least three (3) relevant contactable references for similar work done.</p>	0 years' experience	0
	1-2 years' experience	10
	3-4 years' experience	15
	5 or more years experience	20
<p><b>Experience of Dedicated Travel Consultant Dealing with Bookings = 25</b></p> <p>The Service Provider must demonstrate that the dedicated travel consultant dealing responsible for the project has relevant experience in the position.</p> <p>Attach a concise CV of Account Manager with at least three (3) relevant contactable references for similar work done.</p>	0 years' experience	0
	1-2 years' experience	10
	3-4 years' experience	20
	5 or more years' experience	25
<b>Total Points for functionality</b>	<b>Total Points</b>	<b>100</b>
<b>Minimum Score for functionality</b>		<b>70</b>

## ANNEXURE A

### 7.7.4. Phase 3: Price and Preference Points Evaluation

Only bids that achieve minimum qualifying score for Functionality will be evaluated further for price and preference points B-BBEE Evaluation.

The table below depicts the B-BBEE status level of contribution: **(20)**

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

The following criteria will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2017, pertaining to the Preferential Procurement Policy Framework Act 5 of 2000:

The evaluation for Price and B-BBEE shall be based on the 80/20 PPPFA Principle and the points for evaluation criteria are as follows:

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100



## ANNEXURE A



ANNEXURE  
A3

### PRICING SUBMISSION

RFP NO:

RFP060/08/2017

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD  
OF 60 MONTHS

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE>

### PRICE INSTRUCTIONS

#### 1. STRUCTURE OF THE TENDER

This spreadsheet for [RFP/BID060/08/2017](#) contains the financial response template for the bid.

#### 2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATE

##### 2.1 Tender submission format

2.1.1 Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the template attached, which is [offsite](#), [transactional fee model](#).

##### 2.2 Input spreadsheets

## TERMS OF REFERENCE FOR TRAVEL MANAGEMENT SERVICES

## ANNEXURE A

2.2.1 The Pricing Schedule template is contained in the tab- TRANSACTION FEE OFFSITE

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

### **2.3 Currency and VAT**

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.



TEMPLATE 1: TRANSACTION FEE MODEL

OFF-SITE SERVICES

RFP NO:

RFP060/08/2017

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 60 MONTHS

BIDDER NAME  
1.1 TRANSACTION  
FEES

<NAME OF BIDDER TO BE FILLED IN HERE>

ITEM	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS: YEAR 1			TRADITIONAL BOOKINGS: YEAR 2			TRADITIONAL BOOKINGS: YEAR 3			TRADITIONAL BOOKINGS: YEAR 4			TRADITIONAL BOOKINGS: YEAR 5	
			Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)
	Air Travel – International	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Air Travel – Regional	20		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Air Travel – Domestic	3000		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Air Travel – International (Re-issue)	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Air Travel – Regional (Re-issue)	20		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Air Travel – Domestic (Re-issue)	500		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Refunds – Air Domestic	500		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Refunds – Air Regional	10		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Refunds – Air International	10		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Car Rental – Domestic	500		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Car Rental – Regional	20		R -	R -		R -	R -		R -	R -		R -	R -		R -
	Car Rental –	30		R -	R -		R -	R -		R -	R -		R -	R -		R -

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International Transfers/Shuttle – Domestic	1000		R -	R -		R -	R -		R -	R -		R -	R -		R -
Transfers/Shuttle – Regional	20		R -	R -		R -	R -		R -	R -		R -	R -		R -
Transfers/Shuttle – International	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
Accommodation – Domestic	3000		R -	R -		R -	R -		R -	R -		R -	R -		R -
Accommodation – Regional	20		R -	R -		R -	R -		R -	R -		R -	R -		R -
Accommodation – International	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
Bus/Coach Bookings	20		R -	R -		R -	R -		R -	R -		R -	R -		R -
Train bookings – International	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
Visa Assistance (Provision of documents and advice)	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
Courier services for travel documentation (visa & passports)	30		R -	R -		R -	R -		R -	R -		R -	R -		R -
SMS Notifications	3000		R -	R -		R -	R -		R -	R -		R -	R -		R -
Parking bookings	40		R -	R -		R -	R -		R -	R -		R -	R -		R -
Cancellations	500		R -	R -		R -	R -		R -	R -		R -	R -		R -
Changes to bookings	500		R -	R -		R -	R -		R -	R -		R -	R -		R -
After Hours Services	500		R -	R -		R -	R -		R -	R -		R -	R -		R -
Additional Ad-hoc Reports (per report)	6		R -	R -		R -	R -		R -	R -		R -	R -		R -
Customised Reports (per report)	12		R -	R -		R -	R -		R -	R -		R -	R -		R -
Travel Lodge card	12		R -	R -		R -	R -		R -	R -		R -	R -		R -
Reconciliation Debtors Account	12		R -	R -		R -	R -		R -	R -		R -	R -		R -
Reconciliation Other (Specify)			R -	R -		R -	R -		R -	R -		R -	R -		R -
Other (Specify)			R -	R -		R -	R -		R -	R -		R -	R -		R -
Other (Specify)			R -	R -		R -	R -		R -	R -		R -	R -		R -

## ANNEXURE A

	Other (Specify)			R -	R -		R -	R -		R -	R -		R -	R -		R -
	Other (Specify)			R -	R -		R -	R -		R -	R -		R -	R -		R -
	Other (Specify)			R -	R -		R -	R -		R -	R -		R -	R -		R -
Total		13462		R -			R -			R -			##			
Traditional Booking			Percentage Traditional	100%		Percentage Traditional	100%		Percentage Traditional	100%		Percentage Traditional	100%		Percentage Traditional	100%
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R -												
1.2 CONFERENCE TRANSACTION FEE																
Item	Description	Percentage Fee	Comment													
	Conference Transaction Fee (as a % of the Total turnover of the event)															

## ANNEXURE A

	<b>RFP NO:</b>	RFP060/08/2017	
	<b>RFP NAME:</b>	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 60 MONTHS	
	<b>BIDDER NAME</b>	<NAME OF BIDDER TO BE FILLED IN HERE>	
Price Declaration			
<p>Dear Sir/Madam,</p> <p>Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide <b>OFF-SITE</b> travel management service to the SIU at the following total amounts (including VAT)</p>			
Template 1: Transaction Fee (Off-Site)			
	R	-	(incl. VAT)
In words:			
<p>We undertake to hold this offer open for acceptance for a period of <b>180 days</b> from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the SIU.</p>			

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

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

Signature

Date

Print name of signatory: .....

Designation: .....

**FOR AND ON BEHALF OF: (COMPANY NAME).....**

Tel No: .....

Fax No: .....

Cell No: .....

Email:.....