

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	USAASA-TMC-03/2021	CLOSING DATE: 29 JUNE 2021		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL MANAGEMENT SERVICES AT USAASA HEAD OFFICE FOR A PERIOD OF TWO YEARS (24 MONTHS)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SUPPLY CHAIN MANAGEMENT</b>					
<b>94 BEKKER ROAD</b>					
<b>BUILDING 1, THORNHILL OFFICE PARK</b>					
<b>VORNA VALLEY, MIDRAND, 1686</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>VIOLET MASAELE</b>		CONTACT PERSON	<b>BRIANE MAISELA</b>	
TELEPHONE NUMBER	<b>011 564 1600</b>		TELEPHONE NUMBER	<b>011 564 1600</b>	
FACSIMILE NUMBER	<b>011 564 1629</b>		FACSIMILE NUMBER	<b>011 564 1629</b>	
E-MAIL ADDRESS	<b>VIOLET.MASAELE@USAASA.ORG.ZA</b>		E-MAIL ADDRESS	<b>BRIANE.MAISELA@USAASA.ORG.ZA</b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**ANNEXURE A1**



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**Request for Proposals for the Appointment of a Travel Management Company to Provide Travel Management Services to the Universal Services and Access Agency of South Africa (USAASA) for a period of 24 months.**

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**Bid Number: USAASA-TMC/02/2021**

**Date Issued: 31 May 2021**

**Closing date and time: 29 June 2021 @ 11:00**

**Bid Validity Period: 120 days**

**TENDER SUBMISSION ADDRESS:**

**USAASA**

Building 1, Thornhill Office Park

94 Bekker Road, Vorna Valley

Midrand

1686

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## **1. INTRODUCTION**

The Universal Service and Access Agency of South Africa (“USAASA”) is uniquely placed to contribute to the provision of universal service and access to ICT for people of South Africa.

The mission of USAASA is:

- To facilitate the rollout of adequate information and communication technology infrastructure to enable universal access to under-serviced areas in South Africa.
- To facilitate ICT services to under-serviced areas and thereby contributing to the reduction of poverty and unemployment in South Africa.
- To promote and pursue the goal of Universal Access and Services and contribute to the sharing and preservation of information in order to build South Africa’s sustainable knowledge society.

In terms of the Electronic Communications Act 36 of 2005 (“the ECA”) as amended on 07 April 2014, the mandate of USAASA is to:

- strive to promote the goal of universal access and universal service;
- encourage, facilitate and offer guidance in respect of any scheme to provide universal and access, universal services or telecommunication services in terms of the Reconstruction and development Plan (RDP);
- foster the adoption and use of new methods of attaining universal access and universal service;
- make recommendations to enable the Minister to determine what constitutes universal access, universal service and under serviced areas;
- conduct research into and keep abreast of developments in the Republic and elsewhere on information communication technology, electronic communications services and electronic communications facilities;
- continually survey and evaluate the extent to which universal access and service have been achieved;
- make recommendations to the Minister in relation to policy on any matter relating to universal access and universal service;
- advise the Authority (ICASA) on any matter relating to universal access and universal service;

- continually evaluate the effectiveness of this Act and things done in terms thereof towards the achievement of the goal of universal access and universal service;
- manage the Universal Service and Access Fund (USAF) in accordance with the provisions of the Act;
- submit annual reports in its operations, budget and expenses to the Minister;
- utilise the USAF exclusively for the payment of certain subsidies; and
- provide incentives to network licensees to construct operate and maintain networks in areas declared under-serviced by ICASA.

### USAASA Values

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• <b>Batho Pele – We believe in providing excellent, efficient and effective service to all customers and stakeholders.</b></li><li>• <b>Integrity – We uphold high standards of trust; condemn bribery and corruption; and uphold honesty and respect in all interactions with stakeholders.</b></li><li>• <b>Transparency – We encourage openness in all our activities.</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Accountability – We foster employee ownership and responsibility in ensuring quality service</b></li><li>• <b>Innovation – We support employee creativity in delivering all our services.</b></li><li>• <b>Teamwork – We strive to create a harmonious work environment, where all employees and contributors are respected.</b></li></ul> |
|--|---|

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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

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

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



### 3. DEFINITIONS

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

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

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

**Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses.

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

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

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

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

**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, Tanzania, Zambia and Zimbabwe.

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

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

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

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

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

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

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

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

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

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

**VAT** means Value Added Tax.

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

#### **4. LEGISLATIVE FRAMEWORK OF THE BID**

##### **4.1. Tax Legislation**

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

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

- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

#### 4.2. **Procurement Legislation**

USAASA has a detailed evaluation methodology premised on:

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

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

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

### 5. **BRIEFING SESSION**

- A compulsory Briefing session will be held Virtually-Online
- Bidders are requested to send an email to the advertised contact information requesting the link to the virtual briefing

## 6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

<b>Activity</b>	<b>Due Date</b>
Advertisement of bid on the e-tender portal, Government Tender Bulletin and USAASA Website	
Bid closing date	
Notice to bidder(s)	USAASA will endeavour to inform bidders of the progress until conclusion of the tender.

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

## 7. CONTACT AND COMMUNICATION

- 7.1. The delegated official of USAASA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.2. Any communication to an official or a person acting in an advisory capacity for USAASA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.3. All communication between the Bidder(s) and USAASA must be done in writing.
- 7.4. Whilst all due care has been taken in connection with the preparation of this bid, USAASA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. USAASA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.5. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by USAASA (other than minor clerical matters), the Bidder must promptly notify USAASA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford USAASA an opportunity to consider what corrective action is necessary (if any).
- 7.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by USAASA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

- 7.7. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

#### **8. LATE BIDS**

Any bid proposal submitted after the closing date and time will not be accepted for consideration.

#### **9. COUNTER CONDITIONS**

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

#### **10. FRONTING**

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

10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years; in addition to any other remedies USAASA may have against the Bidder / contractor concerned.

#### **11. SUPPLIER DUE DILIGENCE**

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

**12. SUBMISSION OF PROPOSALS**

- 12.1. Bid documents may either be couriered or hand delivered at the “**94 Bekker Road Building 1, Thornhill Office Park, Vorna Valley, Midrand, 1686**” on or before the closing date and time for the attention of Supply Chain Management in the Office of the Chief Financial Officer.
- 12.2. The bidder(s) are required to submit four (4) copies of each file submitted (one (1) original and three (3) duplicate). In addition, bidders are requested to submit their bid proposal and price proposal. All files must be marked correctly indicating the bidding company’s name and bid number and submitted sealed packing for ease of reference and to ensure that your bidding information is secure process. Furthermore, the file and information must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
<b>Exhibit 1:</b> Pre-qualification documents (Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))	<b>Exhibit 1:</b> Pricing Schedule (Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)
<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• Technical Responses and Bidder Compliance Checklist for Technical Evaluation</li> <li>• Supporting documents for technical responses.</li> </ul> (Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria)	
<b>Exhibit 3:</b> General Conditions of Contract (GCC)	
<b>Exhibit 4:</b> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

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

**13. ENQUIRIES BY USAASA**

For clarity seeking purposes, USAASA reserves the right to request clarification in writing from the short-listed Bidders as part of the bid evaluation process and the response will be in writing.

**14. DURATION OF THE CONTRACT**

The successful bidder/bidders will be appointed for a period of 24 (twenty-four) months, and will provide services on USAASA's request through the issuance of a valid purchase order, as and when required.

## 15. SCOPE OF WORK

### 15.1. Background

USAASA currently uses the services of a travel management company to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently done on a SAP ERP system. USAASA Travel Officer e-mails the travel request to the travel management company for the travel bookings.

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

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

### 15.2. Travel Volumes

The current USAASA's total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the financial year's 1 April 2017 to 31 March 2020:

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>	<b>Estimated Expenditure per annum Per annum</b>
Air travel – Domestic	1038	R2 154 935
Air Travel - Regional & International	40	R553 348
Car Rental – Domestic	992	R2 007 566
Shuttle Services – Domestic	215	R281 017
Shuttle Services – Regional & International	14	16 800
Accommodation – Domestic	613	R1 487 782
Accommodation - Regional & International	5	103 500

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<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>	<b>Estimated Expenditure per annum Per annum</b>
Conferences/Events	5	90070
Parking	127	61490
Insurance	3	2275
Forex	-	-
<b>GRAND TOTAL</b>	<b>3052</b>	<b>R6 758 783</b>

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

**15.3. Service Requirements**

**15.3.1. General**

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

- a. The travel services will be provided to all travellers travelling on behalf of USAASA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that USAASA is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current USAASA travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between USAASA and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current USAASA Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for USAASA to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.



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- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions.
- k. Provide the reference letters from at least three (3) contactable existing/recent clients (within the past 5 years) which are of a similar travel volume to USAASA.
- l. It is required that the bidder is a member of ASATA (Association of South African Travel Agents) and International Association of Travel Agencies (IATA). Proof of such membership must be submitted with the bid proposal at the specified closing date and time.

**15.3.2. Reservations**

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the approved purchased order (PO), the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via SMS and e-mail or travel APP.
- b. always ensure that the third party supplier is issued with a correct voucher for all bookings and bookings are confirmed accurately.
- c. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- d. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- e. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- f. book the negotiated discounted fares and rates where possible.
- g. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- h. book parking facilities at the airports where required for the duration of the travel.
- i. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- j. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

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- k. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- l. advise the traveller of all visa and inoculation requirements well in advance.
- m. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- n. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- o. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- p. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- q. 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.
- r. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are **non-commissionable**, where commissions are earned for USAASA bookings all these commissions should be returned to USAASA on a quarterly basis.
- s. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by USAASA.
- t. Timeous (within 14 of travel days of travel) submission of proof that services have been satisfactorily delivered (invoices) as per USAASA's instructions.
- u. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.
- v. A dedicated consultant/s must be available to assist VIP/Executive Travellers.

15.3.3. **Air Travel**

- a. The TMC must be able to book full-service carriers as well as low cost carriers, unless otherwise stated.
- b. The TMC will book the most cost-effective airfares possible for domestic travel, unless otherwise stated.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

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- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required for regional and international trips.

15.3.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate and grading matrix as per the cost containment instruction of the National Treasury, USAASA SCM Policy and USAASA Travel Policy.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and grading as prescribed by National Treasury from time to time and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with USAASA's travel policy.
- d. USAASA's travellers may only stay at accommodation establishments where there are National Treasury negotiated Government rates as stipulated in the written directives issued from time to time by National Treasury. 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 have to 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.

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- e. Accommodation vouchers must be issued via SMS and email or travel APP to all USAASA travellers for accommodation bookings and must be invoiced to USAASA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges which must be signed by the traveller.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Communicated cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

**15.3.5. Car Rental and Shuttle Services**

- a. Where possible the TMC must obtain price comparisons for the requested vehicle category as per the cost containment instruction of the National Treasury, USAASA SCM Policy and USAASA Travel Policy.
- b. The TMC will book the approved category vehicle in accordance with USAASA'S Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- c. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- d. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- e. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- f. The TMC will book transfers in line with USAASA's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- g. The TMC should manage shuttle companies on behalf of USAASA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

**15.3.6. After Hours and Emergency Services**

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

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- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 08h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

**15.4. Communication**

- 15.4.1. The TMC may be requested to conduct workshops and training sessions for Travellers and Travel Bookers of USAASA.
- 15.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 15.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

**15.5. Financial Management**

- 15.5.1. The TMC must implement the rates established by the National Treasury with travel service providers (third party) or the discounted air fares, or the maximum allowable rates.
- 15.5.2. The TMC will be responsible to manage the service provider (third party) accounts. This will include the timely receipt of invoices to be presented to USAASA for payment within the agreed time period.
- 15.5.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 15.5.4. The TMC will be required to offer a 30-day bill-back account facility to USAASA should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices USAASA for the services rendered.
- 15.5.5. 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.
- 15.5.6. Consolidate Travel Supplier bill-back invoices.
- 15.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to USAASA's Finance Division on the agreed time

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period (e.g. bi-monthly). This includes attaching the Travel Authorisation and Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

- 15.5.8. Invoices must be verified and reconciled before sending them to USAASA. Invoices with queries must not be sent to USAASA until they have been resolved by the TMC with the supplier.
- 15.5.9. Invoices must be delivered on a weekly basis.
- 15.5.10. Ensure Travel Supplier accounts are settled timeously.

**15.6. Technology, Management Information and Reporting**

- 15.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 15.6.3. All management information and data input must be accurate.
- 15.6.4. The TMC will be required to provide the USAASA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- 15.6.5. Reports must be accurate and be provided as per USAASA's specific requirements at the agreed time in line with National Treasury's cost containment reporting. 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).
- 15.6.6. USAASA may request the TMC to provide additional management reports.
- 15.6.7. Reports must be available in an electronic format for example Microsoft Excel.
- 15.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
  - i. Travel
    - a) After hours' Report;
    - b) Compliments and complaints;
    - c) Disputes relating to invoices;

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- d) Consultant Productivity Report;
- e) Long term accommodation and car rental;
- f) Extension of business travel to include leisure;
- g) Upgrade of class of travel (air, accommodation and ground transportation);
- h) Bookings outside Travel Policy.

ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) No show report;
- f) After-hours report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Refund Log;
- j) Open voucher report, and
- k) Open Age Invoice Analysis.

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

**15.7. Account Management**

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

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

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

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

15.7.5. Ensure that USAASA's Travel Policy is enforced.

15.7.6. The Service Level Agreement (SLA) must be managed by USAASA and the TMC and the TMC must conduct customer satisfaction surveys quarterly to measure their performance and submit a report to USAASA.

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- 15.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- 15.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

**15.8. Value Added Services**

The TMC must provide the following value added services:

- 15.8.1. Destination information for regional and international destinations, including domestic where applicable:
  - i. Health warnings;
  - ii. Weather forecasts;
  - iii. Places of interest;
  - iv. Visa information;
  - v. Travel alerts;
  - vi. Location and grading of hotels and restaurants;
  - vii. Information including the cost of public transport;
  - viii. Rules and procedures of the airports;
  - ix. Business etiquette specific to the country;
  - x. Airline baggage policy; and
  - xi. Supplier updates
- 15.8.2. Electronic voucher retrieval via web and smart phones;
- 15.8.3. Travel audits;
- 15.8.4. Global Travel Risk Management;
- 15.8.5. VIP services for Executives that include, but is not limited to check-in support.

**15.9. Cost Management**

- 15.9.1. The National Treasury cost containment initiative and USAASA's Travel Policy is establishing a basis for a cost savings culture.
- 15.9.2. 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.
- 15.9.3. 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.



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15.9.4. 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 USAASA'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.

**15.10. Quarterly and Annual Travel Reviews**

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

15.10.2. Annual Reviews are also required to be presented to USAASA's Board Audit & Risk Committee, Board.

15.10.3. These Travel Reviews will include without limitation the following information

- i. The reporting requirements in the National Treasury Instruction 4 of 2017/18 (Revised Cost Containment Measures related to Travel and Subsistence) may be used as a minimum requirement.

**15.11. Office Management**

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

- a. Senior Consultants
- b. Intermediate Consultants
- c. Junior Consultants – Under guidance of senior Consultant
- d. Travel Manager (Operational)
- e. Finance Manager / Branch Accountant
- f. Admin Back Office (Creditors / Debtors/Finance Processors)
- g. Account Manager

**16. PRICING MODEL**

USAASA requires bidders to propose on the transactional fee model.

**16.1. Transaction Fees**

**Refer Annexure A3: Pricing Schedule**

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16.1.1. 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.

- i. Off-site traditional booking **Template 1 of Annexure 3 (Pricing Schedule)**

**16.2. Volume driven incentives**

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

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

**17. EVALUATION AND SELECTION CRITERIA**

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

<b>Pre-qualification Criteria (Gate 0)</b>	<b>Technical Evaluation Criteria (Gate 1)</b>	<b>Price and B-BBEE Evaluation (Gate 2)</b>
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points to proceed to Gate 2 (Price and BEE).	Only bidder(s) who achieved 70 points in Gate 1 will be evaluated for price and BEE points in Gate 2.

**17.1. Gate 0: Pre-qualification Criteria / Mandatory requirements**

Without limiting the generality of USAASA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be

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completed and signed by the duly authorised representative of the prospective bidder(s). During this phase the Bidders' responses will be evaluated based on compliance with the listed administration bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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

**The bidder(s) proposal will be disqualified for non-submission of any of the mandatory requirements.**

**Table 1: Documents that must be submitted for Pre-qualification.**

Document that must be submitted	Non-submission will result in disqualification?	
<b>IATA and ASATA Licence / Certificate</b>	<b>YES</b>	Bidders are required to submit their valid International Air Transport Association (IATA) and Association of South African Travel Agents (ASATA) license/ certificate (certified copy) at closing date. No third-party certificates will be accepted.
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal in Microsoft excel format as per Annexure A3 in a separate envelope. <ol style="list-style-type: none"> <li>i. Bidders must utilise the travel volumes provided.</li> <li>ii. the bidders must first indicate the percentage where USAASA officials source quotations and check the suitability of conference facilities and later request the bidder to confirm the booking and bill USAASA (not exceeding 2,5%), and</li> <li>iii. secondly, the bidders must indicate the percentage where the bidder does everything for conference bookings.</li> </ol>

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

**Company experience and staff competence will be measured as follows:**

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Values ranging from 1 – poor, 2 – average, 3 – good, 4 – very good and 5 – excellent, will apply.

CRITERIA					WEIGHTS
<p>Bidders must submit written comprehensive proposals which sufficiently demonstrate their capacity and capability to effectively manage the services by submitting a comprehensive written proposal covering the relevant service areas. The following service areas should be clearly outlined:</p> <ul style="list-style-type: none"> <li>• Booking of local and international accommodation</li> <li>• Booking of local and international flights</li> <li>• Ordering of FOREX</li> <li>• Conferencing and venue bookings</li> <li>• Shuttles and Car hire</li> <li>• Billing process, invoicing turnaround time and account reconciliation</li> <li>• Air tickets refunds</li> <li>• Accidents Reporting</li> <li>• Traffic fines Reporting</li> <li>• Afterhours</li> <li>• Booking Cancellations and no shows</li> <li>• Complains handling mechanism, and</li> <li>• Any other service areas</li> </ul> <p>Bidders will score points for clearly outlining the process, implementation or application of the above service areas.</p>					35
0 to 5 service areas	6 to 11 service areas	12 service areas	13 to 15 service areas	16 or more service areas	
1	2	3	4	5	
<p>The lead service provider must draw a structure of the team to be allocated to USAASA in order to indicate the readiness of the company to resume work in terms of numbers of resources allocated and their titles /responsibilities. The TMC must provide details of staff (short resumes) that will be allocated to USAASA.</p> <p>The allocated resources should have experience on booking procedures, administrative processes, customer service, complaint handling procedures, reconciliation of accounts and ability to render services under tight timelines (e.g. after-hours service, changes, cancellation etc.)</p> <p>The short resumes provided must be aligned to the proposed structure of the team to be allocated to USAASA. The experience of the team will be averaged.</p>					35
0-1 year	2-3years	4-5years	6-7years	8 years+	
1	2	3	4	5	
<p>Experience and proven track record in the field of travel, accommodation and organizing of conferences. The TMCs are required to submit <b>appointment</b></p>					30

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<b>letters</b> accompanied by the <b>reference letters</b> that are signed off by the Chief Financial Officer or Programme Manager or any other delegated official on letterheads from contactable clients (work done should indicate start and end dates). <b>NB. Appointment letters must be accompanied by reference letters.</b>					
0-3 year	4-5 years	6-10 years	11-14 years	15 and more years	
1	2	3	4	5	
<b>TOTAL</b>					<b>100</b>
<b>Threshold Score</b>					<b>70</b>

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

- i. Technical Evaluation – Bidders will be required to achieve minimum threshold of 70 points.

NB: Only bidders who obtain at least 70 points under technical evaluation will be considered for further evaluation.

**17.3. Gate 2: Price and BBEE Evaluation (80+20) = 100 points**

Only Bidders that have met or exceeded the 80 points minimum threshold in Gate 1 will be evaluated in Gate 2 for price and BBEE. Price and BBEE will be evaluated as follows:

In terms of regulation 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

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

**i. Stage 1 – Price Evaluation (80 Points)**

Criteria	Points
Price Evaluation	80

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$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	
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The following formula will be used to calculate the points for price:

Where

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

$P_t$  = Comparative price of bid under consideration

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

**ii. Gate 2 – BBEE Evaluation (20 Points)**

**a. BBEE Points allocation**

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

**b. Joint Ventures, Consortiums and Trusts**

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

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

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

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

**c. Sub-contracting**

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

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

**18. GENERAL CONDITIONS OF CONTRACT**

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which USAASA is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to USAASA together with its bid, duly signed by an authorised representative of the bidder.

**19. CONTRACT PRICE ADJUSTMENT**

The agreed upon contract price (transaction fees) will be fixed for the 24 months' contract period. No price adjustments will be considered.

**20. SERVICE LEVEL AGREEMENT**

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

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

20.3. Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

20.4. USAASA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to USAASA or a pose a risk to the organisation.

**21. SPECIAL CONDITIONS OF THIS BID**

USAASA reserves the right:

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

21.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

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

21.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.



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to Provide Travel Management Services to USAASA for a Period of 24 months

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- 21.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 21.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.7. Award to multiple bidders based either on size or geographic considerations.

**22. USAASA REQUIRES BIDDER(S) TO DECLARE**

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

- 22.1. Confirm that the bidder(s) is to: –
  - a. Act ethically, honestly, fairly, and with due skill, care and diligence, in the interests of USAASA;
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat USAASA fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with USAASA;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of USAASA as a client before any other consideration; and
  - h. To ensure that any information acquired by the bidder(s) from USAASA will not be used or disclosed unless the written consent of the client has been obtained to do so.
  - i. Report any issues of fraud/bribery in relation to this bid to the Risk Management Office.

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

- 23.1. USAASA reserves its right to disqualify any bidder who either itself or any of its members (save for such members who hold a minority interest in the bidder through

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shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of USAASA or any other government organ or entity and whether from the Republic of South Africa or otherwise:

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of USAASA's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

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

- 24.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that USAASA relies upon the bidder's Tender as a material

representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- 24.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by USAASA against the bidder notwithstanding the conclusion of the Service Level Agreement between USAASA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **25. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing USAASA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **26. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, USAASA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds USAASA harmless from any and all such costs which USAASA may incur and for any damages or losses USAASA may suffer.

## **27. PRECEDENCE**

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

## **28. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. USAASA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **29. TAX COMPLIANCE**

Bidder's tax compliance on the Central Supplier Database (CSD) will be verified prior to the finalisation of the award of the bid. Where the bidder is not tax compliant, the bidder must be notified of their non-compliant status and be granted a reasonable timeframe to rectify their tax compliance status with the South African Revenue Service. The bidder must thereafter provide USAASA with proof of its tax compliance which will be verified via the CSD or e-Filing. A bidder's bid will be rejected if the bidder fails to provide proof of a tax compliant status as required.

### **30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. USAASA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### **31. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that USAASA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and USAASA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **32. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with USAASA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by USAASA remain proprietary to USAASA and must be promptly returned to USAASA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure USAASA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which

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this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

**33. USAASA PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any USAASA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

**34. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid: , USAASA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



## PRICING SUBMISSION

**RFP NO:**

USAASA-TMC/03/2021

**RFP NAME:**

TRAVEL MANAGEMENT SERVICES TO THE UNIVERSAL SERVICES AND ACCESS AGENCY OF SOUTH AFRICA (USAASA) FOR A PERIOD OF 24 MONTHS

**BIDDER NAME**

## PRICE INSTRUCTIONS

### 1. STRUCTURE OF THE TENDER

This spreadsheet for **RFP: DCDT/01/2020/21/A** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

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

#### 2.1 *Tender submission format*

- 2.1.1 Bidders must submit a hard copy of the Pricing Schedule.
- 2.1.2 Bidders must sign all paper copies of their Pricing Schedule.
- 2.1.3 Bidders must complete and submit transactional fee model -offsite
- 2.1.4 Bidders must reference main document section **15,2** for current travel volumes

#### 2.2 *Input spreadsheets*

- 2.2.1 The Pricing Schedule templates are contained within the one (1) Excel spreadsheet .
- 2.2.2 All worksheets in the electronic copy of the Pricing Schedule are password protected.
- 2.2.3 Bidders must not unprotect the spreadsheets and/or make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.4 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.5 Input cells are highlighted in light green. The Bidder must complete all input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.6 The Bidders are required to input the following cells only:

#### 2.3 *Currency and VAT*

- 2.3.1 Bidders' proposed Pricing Schedules must be firm and not indicative.
- 2.3.2 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**.

## SBD 4

### DECLARATION OF INTEREST

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

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.

<sup>1</sup>"State" means –

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

<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 attach proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....





**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 SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**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 **exceed/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:

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

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

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

- 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
- 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 .....
.....
.....

## 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-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <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:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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;
  - (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.

<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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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