

OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC)



BID NO: OHSC/02/APRIL/2019

APPOINTMENT OF THE SERVICE PROVIDER FOR TENDER OF TRAVELLING MANAGEMENT SERVICES FOR THE OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC) FOR A PERIOD OF (3) THREE YEARS.

CLOSING DATE: 31 MAY 2019

CLOSING TIME: 11:00 AM

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	OHSC/02/APRIL/2019	CLOSING DATE:	31 MAY 2019	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER FOR TENDER OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF (3) THREE YEARS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

NO 1 SOUTPANBERG ROAD, CORNER THEODORE AVENUE AND SOUTPANSBERG ROAD, PRINCEHOFF, ARCARDIA, PRETORIA (MRC BUILDING OPPOSITE SG LAURENCE NURSING COLLEGE).

SUPPLIER INFORMATION

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1.1.1.1 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]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
1.1.1.3 SIGNATURE OF BIDDER	1.1.1.4 DATE	
1.1.1.5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
1.1.1.6 TOTAL NUMBER OF ITEMS OFFERED		1.1.1.7 TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	OHSC	CONTACT PERSON	Jonas Phoshoko
CONTACT PERSON	Phemelo Kgwele	TELEPHONE NUMBER	087 980 5010
TELEPHONE NUMBER	087 980 5010	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	jphoshoko@ohsc.org.za
E-MAIL ADDRESS	pkgwele@ohsc.org.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

STANDARD BID DOCUMENTATION

**SECTION A
INVITATION TO BID**

PLEASE NOTE

THIS BID CLOSING AT : 11:00 AM

CLOSING DATE : 31 MAY 2019

BID NO. : OHSC/02/APRIL/2019

**DESCRIPTION : APPOINTMENT OF THE SERVICE PROVIDER FOR
TENDER OF TRAVELLING MANAGEMENT SERVICES
FOR A PERIOD OF (3) THREE YEARS.**

CONTRACT PERIOD : 03 Years

VALIDITY PERIOD : 120 Days

NAME OF BIDDER : _____

DOCUMENTS SHALL BE ADDRESSED TO:

ENTITY: OFFICE OF HEALTH STANDARD COMPLIANCE

MS/ Mr: P. KGWELE/ J PHOSHOKO

TELEPHONE NO.: 087 980 5010

TECHNICAL ENQUIRIES TO BE MADE TO: J. PHOSHOKO

TELEPHONE NO: 087 980 5010

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT 1999 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION C

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee/persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

3 DECLARATION

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

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

.....

Signature

Date

.....
Position

.....
Name of bidder

May 2011

**SECTION D
TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. The original Tax Clearance Tender Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SECTION E

COMPULSORY OFFICIAL BRIEFING SESSION

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:.

NO BRIEFING SESSION.

SERVICE:

THIS IS TO CERTIFY THAT (NAME)N/A.....

ON BEHALF OFN/A.....

ATTENDED THE BRIEFING SESSION ON: **NO BRIEFING SESSION**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

**SECTION F
AUTHORITY TO SIGN A BID**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the
sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
---------------------------	---------------------------	---------------------------

..... DATE DATE DATE
----------------------	----------------------	----------------------

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

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

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

**SECTION G
CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Office Of Health Standard Compliance (herein after referred to as "the Entity") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Entity during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury issued Practice Notes, and the National Treasury General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Entity may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Entity. I/we will then pay to the Entity any additional expenses incurred by the Entity having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Entity shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Entity may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Entity, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Entity, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

..... SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE NAME IN BLOCK LETTERS
ON BEHALF OF (BIDDER'S NAME)	
CAPACITY OF SIGNATORY	
NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)	
.....	
POSTAL ADDRESS	
.....	
TELEPHONE NUMBER:	
FAX NUMBER:	
CELLULAR PHONE NUMBER:	
E-MAIL ADDRESS:	

SECTION H SPECIAL CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

The consultancy services to be rendered by a service provider for a period of 3 years in terms of this contract.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Chief Executive Officer (CEO) of the Office of health Standard Compliance in the National Government Administration and Contractor.

1.6 DEPARTMENT

The Office of health Standard Compliance: in the National Government Administration.

1.7 CURTAILMENT OF SERVICE

The Entity reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

SECTION 2: INTRODUCTION AND RELEVANT INFORMATION

2.1 This bid is invited and will be awarded and administered in terms of the following:-

- Section 217 of the Constitution,
- The PFMA and its Regulations in general,
- The Preferential Procurement Policy Framework Act,
- National Treasury guidelines, and
- National Treasury Supply Chain Management Practice Notes and guidelines.

2.2

REQUIRED COMPULSORY INFORMATION

The bidder shall ensure that all the required information is furnished; viz:-

- 2.2.1 Declaration of interest (SECTION C)
- 2.2.2 Tax Clearance Certificate Requirements (SECTION D),
- 2.2.3 Compulsory Briefing Session (SECTION E)
- 2.2.4 Authority to sign a bid (SECTION F),
- 2.2.5 Conditions of Bid (SECTION G),
- 2.2.6 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.7 A valid B-BBEE Status Level Verification Certificate to be submitted with the proposal if available.

NOTE: Failure to submit the required information may render the bid invalid.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

1.1 ACCEPTANCE OF BID

- 1.1.1 This bid has been invited, and will be adjudicated in terms of the Treasury Regulation 16A9 and the National Treasury's Practice Notes. The Office of Health Standard Compliance (OHSC) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2.2 APPEALS

- 2.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

2.3 AMENDMENT OF CONTRACT

- 2.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

2.4 CHANGE OF ADDRESS

- 2.4.1 Bidders must advise the OHSC should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

2.5 COMMUNICATION

- 2.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

CFO- Supply chain manager
1 Soutpansberg Road
Cnr. Theodore Hove Ave, Arcardia
PRETORIA
0001

ENQUIRIES: Ms P. KGWELE/ Mr J.Phoshoko **TEL.: 087 980 5010**

2.6 COMPLETENESS OF BID

- 2.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

2.7 COMPLETION OF SPECIFICATION

- 2.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

2.8 CONDITIONS OF BID

- 2.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 2.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 2.8.3 It shall be noted that the Entity is under no obligation to accept the lowest or any bid.
- 2.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

2.8.5 Bidders must provide the following particulars about themselves as part of the bid:

- 2.8.5.1 Where they have their Headquarters
- 2.8.5.2 Where they have their Regional Office.
- 2.8.5.3 Name, address and telephone number of bankers together with their bank account number.
- 2.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

2.9 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 2.9.1 By whom, or with whose assistance, was the business plan drafted?
- 2.9.2 By whom, or with whose assistance, were the bid prices calculated?
- 2.9.3 Whose advice is relied on?
- 2.9.4 Who will provide financial support?

2.10 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

2.11 CONFIDENTIALITY

The contractor's staff that comes into contact with OHSC's confidential information and documents may be required to sign confidentiality agreements so as to protect the Entity's information.

2.12 CONTRACT PERIOD

2.12.1 The contract period shall remain in force for a period of **three (3) years** from date of signing of official contracts. OHSC reserves the right to extend period of the contract for a period not exceeding 2 years.

2.12.2 The OHSC reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

2.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

2.13.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

2.14 EQUAL BIDS

2.14.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

2.15 EXECUTION CAPACITY

2.15.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

2.16 EXTENSION OF CONTRACT

2.16.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

2.17 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.
- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d. Preferences will be taken into consideration by the Entity in terms of the B-BBEE Scorecard.
- e. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f. Did the bidder attend the site inspection?
- g. Will the bidder be in a position to successfully execute the contract?
- h. The 90/10 Point System will apply in the evaluation of this bid.

2.18 IRREGULARITIES

2.18.1 Companies are encouraged to advise the Entity timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

2.19 JOINT VENTURES

2.19.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

2.19.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

2.19.3 A trust, consortium or joint-venture must obtain and submit a **consolidated B-BBEE Status Level Verification Certificate**. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

2.20 LATE BIDS

2.20.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

2.20.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

2.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

2.21.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the OHSC.

2.22 PRO RATA DECREASE OF COMPENSATION

2.22.1 Should the services not be rendered to the satisfaction of the Entity and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Entity reserves the right in terms of paragraph **2.21** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

2.23 SUBMISSIONS AND COMPLETION OF SBD 6.1

2.24.1 Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate, will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the SBD 6.1 will not be processed further.

2.24 TERMINATION OF SERVICES

2.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

2.25 TAX CLEARANCE CERTIFICATE

2.26.1 The original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate will invalidate your bid unless a valid, as at the closing date of this bid, original Tax Clearance Certificate is already in the possession of the Provincial Treasury's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.

2.26.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

2.26 UNSATISFACTORY PERFORMANCE

2.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the Entity shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Entity will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

2.27 VALIDITY PERIOD AND EXTENSION THEREOF

2.28.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this Entity may request the bidders to extend the validity (binding) period. Should this occur, the Entity will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

2.28 VAT

2.29.1 Bid prices must be inclusive of VAT.

2.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –(i) the value of the supply, the amount of tax charged and the consideration for the supply; or
(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

Previous Experience

In terms of paragraph **2.13** the Bidder must furnish the following details of all current contracts.

- (i) Date of commencement of contract/s;
- (ii) A summary of the functions/activities that were performed as part of the contract.
- (ii) Expiry date/s;
- (iv) Value per contract; and
- (v) Contract details. That is, with whom held, phone number and address/s of the company.

Capacity

In terms of paragraph 2.15 the contractor will be required to provide an efficient and effective service. Therefore, the Bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The Bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

REGISTERED ADDRESS

The Entity provides the following:

- 1. Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice:

The Head: Office of Health Standard Compliance
1 Soutpansberg Road
Theodore Hove Ave, Arcardia
PRETORIA
0001

- 2. Postal Address for correspondence

Same as above

- 3. The Contractor shall provide the following:

Street address as his *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notices:

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

- 4. Postal address for correspondence

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

ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Entity and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) "*Force majeure*" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Entity" means the procuring Public Entity, incorporating the National Assembly.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Entity, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Entity reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Entity's Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Entity, as this is a change to the conditions of the contract.
- 3.2 Should the Entity, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Entity's advantage, such variation or alteration shall be performed to the Entity's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Entity and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Entity's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Entity shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to

the Entity. Should the Contractor delay remedial work in excess of time stipulated by the Entity's representative, the Entity may have such remedial work executed at the Contractor's expense. Should the Entity decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Entity, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Entity may sustain by reason of such action as the Entity may take, in terms of this clause.

- 3.7 The risk in respect of the Goods purchased by the Entity under the contract shall remain with the Contractor until such goods have been delivered to the Entity.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Entity and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Entity may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Entity decides otherwise, and without prejudice to any other right which the Entity may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Entity shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Entity shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Entity shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

- 4.5 In the event of the Entity availing itself of the remedies provided for in paragraph
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Entity, shall be paid by the contractor to the Entity immediately on demand, or the Entity may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Entity shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Entity.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Entity and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Entity against any claims arising there from.
- 8.2 The Contractor shall indemnify the Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Entity.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Entity.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Entity's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Entity. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Entity. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Entity upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Entity may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Entity reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Entity any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Entity that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Entity ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Entity, there is little or no prospect of work being commenced in reasonable time;
 - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
 - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Entity may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Entity. The Contractor shall then as soon as possible after such date deliver to the Entity that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by SpoorNet may be consigned carriage paid in the Contractor's name, care of the Entity to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which SpoorNet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with SpoorNet to deliver goods to the Entity's stores during the hours and on the days that the stores are open.

- 7.3 The Entity will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Entity with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Entity, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Entity only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract Prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Entity shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Entity's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Entity, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Entity. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Entity, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Entity's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Entity before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Entity, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Entity or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Entity may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
 - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Entity may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Entity elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Entity for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Entity may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Entity act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Entity and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Entity or person in the employ of the Entity, any commission, gratuity, gift or other consideration, the Entity shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Entity may, at its own right:-
 - 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the Contract; and / or
 - 14.1.2 Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.
 - 14.1.3 The Entity may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Entity inviting the bid.

16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Entity, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Entity reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

18. EXPORT LICENCES

18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;

18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

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

- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of National policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Entity to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Entity or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Entity, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Entity shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Entity calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Entity shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Entity may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may

be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Entity to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Entity may impose restrictions on a Bidder in terms of which bids to the Entity will not be accepted for such period as determined by the Entity. This information may be passed to other Entities or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Entity may also make a restriction on a bidder from another province or State institution applicable to this Entity.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Entity in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Entity any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Entity shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Entity may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Entity, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Entity.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period has expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Entity's property supplied to a Contractor for the execution of a contract remains the property of the Entity and shall at all times be available for inspection by the Entity or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Entity forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Entity's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Entity may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Entity reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Entity or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or Provincial authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

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

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods:

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

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

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

30.2 The Contractor shall not, without the Entity's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Entity and shall be returned (all copies) to the Entity on completion of the Contractor's performance under the contract or so required by the Entity.

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

31. SPARE PARTS

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

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

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Entity shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Entity may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

34. GOVERNING LANGUAGE

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

35. TAXES AND DUTIES

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

ANNEXURE B

INDEMNITY UNDERTAKING

I/We _____ (insert Service Providers name) hereby indemnifies and hold the Office of Health Standard Compliance harmless in respect of all costs that may be incurred by me/us for the submission or performance of this bid.

I/We further indemnify the Office of Health Standard Compliance in respect of all legal and other expenses as they are incurred by the Office of Health Standard Compliance in examining, resisting or settling any damages, injuries or loss that may be occasioned by work necessary in terms of this bid.

Witness :

Signature of authorised person to sign the bid.

Witness

Name

ANNEXURE C

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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
.....
.....

2 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 as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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:

_____ 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



TERMS OF REFERENCE

APPOINTMENT OF THE SERVICE

PROVIDER FOR TRAVELLING

MANAGEMENT SERVICES FOR

OFFICE OF HEALTH STANDARDS

COMPLIANCE FOR A PERIOD OF (3)

THREE YEARS.

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SECTION 1

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A. BACKGROUND

1. The Office of Health Standards Compliance (OHSC) is established in terms of the National Health Amendment Act of September 2013. The purpose of the OHSC is “to protect and promote the health and safety of users of health services by:
 - (a) monitoring and enforcing compliance by health establishments with norms and standards prescribed by the Minister of Health; and
 - (b) ensuring the consideration, investigation and disposal of complaints relating to non-compliance with prescribed norms and standards in a procedurally fair, economical and expeditious manner”.
2. The OHSC is a Schedule 3 (A) public entity governed by a Board appointed by the Minister of Health and the Office has a full time Chief Executive Officer.
3. It has become imperative that a Travel Management Company be appointed to support the OHSC operations throughout the country. The following represent the rationale for seeking to acquire travel management services:
 - (a) The OHSC is a national public entity whose operations covers all the provinces of South Africa. This will necessitate the appointment of a service provider to handle all the travel management requirements of the staff, Board members of the entity and related stakeholders’ activities;
 - (b) The envisaged Travel Management Company should enable staff members such as inspectors, complaints investigators, management and other staff members including the members of the Board to implement the mandate of OHSC in South Africa.
 - (c) The Travel Management Company will provide support to OHSC staff and the Board to accomplish the core goal of monitoring and enforcing the provision of acceptable quality health care. The OHSC staff and Board members will in the process of executing their respective duties and responsibilities require travel management services such as accommodation, flights, venue and catering for meetings, car hire, equipment and parking.

SPECIFICATIONS FOR RENDERING OF A SERVICE IN RESPECT OF TRAVEL, ACCOMMODATION AND VENUE & CONFERENCE FACILITIES ARRANGEMENTS FOR THE OFFICE OF HEALTH STANDARDS COMPLIANCE

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B. INTRODUCTION

1. The Office of Health Standards Compliance (OHSC) requires that travel, accommodation and venues & conference facilities (for meetings) arrangements in respect of its members, be made by the Travel Management Company, with due consideration to the following:

The travel, accommodation and venues & conference facilities arrangements will only be for official reasons and in the interest of the OHSC.

C. REQUIREMENTS

N.B. The appointed Travel Management Company will be required to always help the OHSC officials concerning travel, accommodation, venue and conference facilities arrangements. Each requirement must be dealt with in such a manner, that the most effective, efficient and economical travel, accommodation and venues for conferences where necessary are arranged to satisfy the stated requirement. The appointed Travel Management Company will be responsible for the payment of air travel, international and local accommodation. The payment will then be made by OHSC directly to the Travel Management Company on receipt of valid invoices.

51. Overall Requirements: The OHSC's requirement for domestic or international travel and accommodation covers amongst others the following:

(a) Air Travel

- (i) Planning, arranging and amending air travel bookings through available branch offices and agencies situated inside or outside South Africa.
- (ii) Negotiating discounts on standard tariffs for air travel with all available airline companies (preferably discounts already negotiated).
- (iii) Negotiating discounts in travel Rand or credits, on accumulated expenditure for air travel with all available airline companies.

(b) Vehicle Rental and Shuttle Services

- (i) In the event that Fleet Company cannot render the service the Travel Management Company may on request by OHSC use any other service provider. Written proof must be provided by the Travel Management Company.
- (ii) Negotiating discounts on standard tariffs or reduced tariffs with all available vehicle rental and shuttle services companies.

(c) Accommodation

- (i) Planning, booking and amending accommodation with any hotel group, private hotel or other available concern, for example guesthouse or Boardinghouse, where such a requirement is referred to the Travel Management Company.
- (ii) The Travel Management Company should be able to take into account the conditions in rural areas and ensure basic services are available including backup system, e.g. power supply, water, sanitation, meals, hygiene and personal security.
- (iii) The Travel Management Company must consider the cancellation policy of the suppliers prior to confirmation of the booking and also advise the client about the potential risks in that area.
- (iv) Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels or other concerns.

(d) Venues & Conference facilities for workshops and conferences.

- (i) Sourcing, booking and amending suitable venues and conference facilities (for meetings) that are required by OHSC on conditions mentioned above.
- (ii) The payment will be processed through the OHSC's system.

2. **Support Services:** In respect of support services, the OHSC's requirements are as follows:

(a) Branch Offices and Agencies

- (i) Local agencies and partners where domestic and/or international requirement can be planned and/or booked, and where amendments to bookings can be done, are to be available in the branch offices main centers of South Africa.
- (ii) Branch offices or agencies with whom liaison exists, where bookings or amendments to bookings can be done, are to be made available outside South Africa.

(b) Service Delivery

The Travel Management Company should ensure that the bookings made are timely confirmed with the officials concerned.

(c) 24 Hour 7 days a Week Service

Personnel from the Travel Management Company must be available on 24-hour 7 days a week, as and when required, to handle unexpected approved changes to a travel plan or accommodation.

(d) **General Requirements:** The following general requirements apply:

(i) Management Reports

Management reports of detailed expenses per completed month for each service, inclusive of all savings, must be submitted before the last day of the following month. The reports should reflect details for the OHSC and be in the format as reflected in Appendix A attached.

(ii) Tariff/Discount Adjustments

Furnishing notices of imminent tariff adjustments, especially in respect of air travel, and ensuring continuous negotiations to ensure lower tariffs or higher discounts.

(iii) Documentation

Assist officials in obtaining all necessary travel related documentation e.g. passports, visas etc. when requested.

(iv) Management/ Transaction Fees

The Travel Management Company must submit both detailed method of service fee i.e. management fee vs. transaction fee. The costing structure must be clearly set out. All indication must also be given as to whether VAT will be payable on either of these fees. All commission earned by the Travel Management Company must be declared to the OHSC on a monthly basis.

The stoppage of receipt of any possible commissions earned by the Travel Management Company should not adversely influence the pricing agreed upon for the duration of this contract.

D. OPERATING AND PAYMENT PROCEDURES

(1) Operating and payment procedures will be communicated and provided to the successful bidder upon appointment.

E. RESPONSIBILITIES

(1) **End users:** The officials in the OHSC, who are dealing with arranging travel, accommodation and venues & conference facilities (for meetings) will be responsible for the following:

(a) Provide the Travel Management Company with the necessary detail so that the required travel and/or accommodation or requirements are understood. In this regard, the following would have been considered:

- (i) Official nature of the travel and accommodation requirements.
- (ii) Departure and arrival points/dates and type of required travel.
- (iii) Departure and arrival dates.
- (iv) Specific requirements relating to passenger class in aircraft to be provided, vehicle rental, etc.
- (v) OHSC policy requirements.

(a) Provide the Travel Management Company approved booking forms to authorize the relevant transaction(s).

(b) **Travel Management Company:** The Travel Management Company will be responsible for the following when making bookings for travel and accommodation the following must be considered:

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- (i) Date, routes, preferred airlines, passenger class, preferred seating and estimated
- (ii) costs for air travel.
- (iii) Hotel, location, availability of parking, conference facilities, distance from airports, access to public transport, etc.
- (iv) Car hire including petrol cards, e-tolls, toll gates and tracking devices.

- (a) Alternative arrangements must be suggested timely if accommodation arrangements are impossible or if it can be proven that with deviations to original arrangements, financial savings can be realized.
- (b) Confirmation of bookings via email and SMS to the user and issue of travel documentation after receipt of the approved booking form from the official who made the booking.
- (c) On time delivery to the relevant official in the OHSC, his or her nominee or point of delivery/collection of the required travel documentation. For example, air tickets, vouchers in respect of accommodation or car rentals, etc.
- (d) Timely submission of the required management reports.
- (e) Names, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa. Agencies with whom liaison exists outside South Africa must be made available upon request. The names and telephone numbers of personnel available on a 24-hour basis must be made available to the OHSC.
- (f) Ensure confidentiality in respect of all travel and accommodation arrangements concerning all persons if requested by OHSC.
- (g) Ensure negotiations with suppliers of all services to the benefit of the OHSC.
- (h) Ensure timely submission of invoices and statement of account for prompt processing of payments by OHSC.

F. AREAS WHERE SERVICES ARE REQUIRED

The OHSC requires the Travel Management Company to provide the service countrywide (rural and urban areas) and worldwide.

G. MANDATORY CONDITIONS

1. Only members of International Air Transport Association (IATA) and Association of Southern African Travel Agents (ASATA) will be accepted. Other affiliations will be an added advantage.
2. Bidders are encouraged to have offices that have ease of access to the OHSC staff for better coordination of activities. The bidders with strategic partnerships with international agents, tour operators will have an added advantage.
3. The bidder must provide a comprehensive and a detailed proposal in respect of each service required. Bids must be submitted on the basis of discounts and/or special discounts on the standard tariffs of, or on accumulated expenditure (credits or travel Rand) on airline companies, car rental, bus companies, and hotels/private hotels, other types of accommodation. Standard tariffs will be the governing tariffs as announced from time to time including special tariffs announced for certain flights. To distinguish between standard discounts and special discounts, if any, they must all be reflected separately and the conditions applicable thereto also shown separately.

4. Separate prices/discounts for domestic and international services are to be furnished.
5. Supporting services available, for example, renewal of passports, getting of visas and travel cheques, etc., must not be taken into consideration upon determination of discounts. Bidders may show separately which supporting services are available and on which reimbursement basis.
6. Any other related essential service must be provided for in the proposal and be clearly described and priced.
7. Bidders must work out the finer details of the offer and present a logical, clear, balanced and comprehensive offer that is reflective of expertise, capacity in every respect and professionalism. The offer must be detailed, well tabulated, fully packaged and costed according to the variety of packages offered.
8. The bidder should outline risk factors that may impede the delivery of service and to make proposals to overcome them.

H. SPECIAL CONDITIONS

1. All discounts against the standard tariffs of, or on accumulated expenditure on airline, car rental and bus companies and hotels/private hotels, or other types of accommodation, and any rates, may not be adjusted to the disadvantage of the OHSC within the duration of the contract. Any new airline company, car rental company, hotel group, etc., will only be included if initiated or accepted by the OHSC.
2. The Travel Management Company must be willing to be flexible at any given time to make provision of the ever-changing policies of government.
3. When testing the market, the Travel Management Company must ensure that it obtains quotations that are within the Government prescribed threshold.
4. OHSC reserves the right to make use of the services of any other supplier should the selected Travel Management Company fail to provide the required services at any time during the contract period.
5. The bidder must supply at least three (3) reference letters (names and contact person) of major clients and actual detailed examples of large travel accounts being managed.
6. The successful bidder will be expected to pay accommodation, shuttles, car rental, venues and conference facilities on behalf of OHSC. OHSC will then pay the appointed Travel Management Company directly after receipt and verification of the invoices.
7. The bidder must have proof of enterprise development of small black enterprises in different industries for the past two years and submit with the proposal proof thereof.

SECTION 2

I. BID

N.B. Format of Bid: Bids are to be submitted in the Schedule format as reflected in Appendix C hereto. Additional information may be submitted in a memorandum. The information in Schedule format will enable the OHSC to easily compare the various bids received.

J. BID EVALUATION

1. **Evaluation Process:** The evaluation of bids will be done in accordance with the process reflected in Appendix C attached hereto, which was approved by the National Treasury.
2. **Weighting Factor:** The OHSC has determined the weight of each aspect, which will ensure that the critical aspects will gain the most points.

Appendixes A : Format of Management Reports
 B : Format of Bid
 C : Evaluation of Bids

K. APPENDIX A

FORMAT OF MANAGEMENT REPORTS

(1) INFORMATION PER UNIT

The OHSC requires detailed information to be reflected in the monthly management reports submitted. The information should reflect the following:

- (a) **Air Travel**
- (i) **Date of travel**
 - (ii) **Passenger's particulars**
 - (iii) **Responsibility**
 - (iv) **Objective**
 - (v) **Airline/s utilised**
 - (vi) **Cost relating to airport taxes or excess luggage**
 - (vii) **Cost of air travel**
 - (viii) **Amount saved in relation to the most expensive standard tariff in a specific class of travel**
 - (ix) **Percentage savings in relation to the most expensive standard tariff in a specific class of travel**
 - (x) **Total amount spent per airline used for the specific month**
 - (xi) **Total amount spent for the specific month**
 - (xii) **Total amount saved for the specific month**
 - (xiii) **Total accumulative amount spent per airline used for the specific year**
 - (xiv) **Total accumulative amount saved for the specific year**

- (xv) Total percentage of saving for the specific year
- (b) **Land Travel:** The information in this category relates to vehicle rentals, shuttle services, travel by bus, train services, venues and conference facilities, accommodation or any supplementary services provided or arranged. The information required is the following:
 - (i) Date service provided
 - (ii) Traveller's particulars
 - (iii) Name of service provider
 - (iv) Responsibility
 - (v) Objective
 - (vi) Cost of service provided
 - (vii) Amount saved in relation to the most expensive standard tariffs relating to similar services
 - (viii) Percentage saving is in relation to the most expensive standard tariff relating to similar services
 - (ix) Total amount spent per service provider for the specific month
 - (x) Total amount spent for the specific month
 - (xi) Total amount saved for the specific month
 - (xii) Total accumulative amount spent per service provider for the specific year
 - (xiii) Total accumulative amount saved for the specific year
 - (xiv) Total percentage of saving for the specific year

L. APPENDIX B

FORMAT OF BID

NOTE:

Bids must be submitted in two sealed envelopes divided as follow:

- 1 Technical/ functional proposal including all supplementary documentation.
- 2 Financial/preferential proposal including SBD 3.3 and price schedule and SBD 6.1 forms.

The following tables reflect various aspects which have to be addressed by all bidders. In each case, information concerning various airline companies, car rental companies, bus companies, hotel groups and shuttle services companies must be furnished. It follows thus that bidders must furnish as much information as possible.

AIR TRAVEL

ASPECT	DETAILS RELATING TO THE ASPECT
1. Financial Aspects	
1.1 Special Tariffs	Specially negotiated tariffs that are offered other than the normal special tariffs.
1.2 Special Discounts	Specially negotiated discounts are offered. Supply proactive recommendations on the use of best deals versus tariffs, which qualify for corporate agreement miles/rand. Documented proof must be provided.
1.3 Accumulated Credits	Specially negotiated credits based on accumulated travel/sliding scale are offered.
2. Credits	
2.1 Classes of Travel	Classes of travel that qualify for credits.
2.2 Available Credits	Credits that are available as travel Rand or points etc
3. Offer Firm or Not (indicate hereunder)	
3.1 Special Tariffs	Specially negotiated tariffs firm for the duration of the contract.
3.2 Special Discounts	Specially negotiated discounts firm for the duration of the contract.
3.3 Accumulated Credits	Sliding scale for accumulated credits firm for the duration of the contract.
4. Proof of Negotiations	Proof of specially negotiated tariffs and discounts.

VEHICLE RENTAL AND SHUTTLE SERVICES

ASPECT	DETAILS RELATING TO THE ASPECT
1. Financial Aspects	
1.1 Special Tariffs	Specially negotiated tariffs are offered other than standard special tariffs
1.2 Special Discounts	Specially negotiated discounts are offered
2. Delivery/Collection Fee	Fee that is levied for delivery/collection of vehicles
3. Groups of Vehicles	Groups of vehicles and types of vehicles per group offered
4. Offer Firm or Not (indicate hereunder)	
4.1 Special Tariffs	Specially negotiated tariffs firm for the duration of the contract.
4.2 Special Discounts	Specially negotiated discounts firm for the duration of the contract
4.3 Delivery/Collection Fee	Delivery and or collection fees firm for the duration of contract.
5. Proof of Negotiations	Proof of specially negotiated tariffs and discounts.

BUS TRAVEL

ASPECTS	DETAILS RELATING TO THE ASPECT
1. Financial Aspects	
1.1 Special Tariffs	Specially negotiated tariffs that are offered.
1.2 Special Discounts	Specially negotiated discounts are offered.
2. Offer firm or Not	Specially negotiated discounts firm for the duration of the contract.
3. Proof of Negotiations	Proof of specially negotiated tariffs and discounts.

ACCOMMODATION

ASPECT	DETAILS RELATING TO THE ASPECT
1. Financial Aspects	
1.1 Special Tariffs	Specially negotiated tariffs are offered.
1.2 Special Discounts	Specially negotiated discounts are offered.
2. Offer Firm or Not	Specially negotiated discounts firm for the duration of contract.
3. Proof of Negotiations	Proof of specially negotiated tariffs and discounts.

GENERAL ASPECTS

ASPECT	DETAILS RELATING TO THE ASPECT
1. Service Costs	
1.1 Are service costs or management fee for the duration of the contract firm	Costs firm for the duration of the contract period
1.2 Debtors Account	Possibility to open a debtor's account for the OHSC, and how many days maximum are available before payment by the OHSC?
2. Management of Account	
2.1 24-hour Availability	mode of contact by which personnel will be available for 24 hours.
2.2 Security Measures	Internal control measures in place to prevent financial/security irregularities and general risks.
2.3 Reconciliation of Account	manner in which the account will be reconciled
3. Reprehensively	
3.1 Local Branch Offices	Location of branch offices locally situated.
3.2 Local Agents	Number of local agents that will be used and their location .
3.3 International Agents	Number of international agents that will be used and their location.
4. Support Services	support services that will be further offered to OHSC to simplify travel in a cost effective way.

5.	Organisation credentials	
5.1	Member of IATA and ASATA	Is the bidder a member of these organisations? If yes, attached certified proof.
6.2	Company Profile	Supply date of formation, shareholding, location of offices, number of professional staff in each office
6.3	Current Client Base	Supply references (names and contact person) of major clients
6.4	Experience	Supply actual detailed examples of large travel accounts being managed

M. APPENDIX C

EVALUATION OF OFFERS

The criteria to be used in comparing the various offers with each other are indicated hereunder.

Bids will be evaluated in two phases:

- a) The two (2) envelope bidding system and;
- b) 80/20 preference point system will apply

Envelope 1 : Technical/functional proposal
Envelope 2 : Financial/preferential proposal

i. PHASE 1

Only the technical/functional criteria will be evaluated without opening the financial/preferential envelopes of the bids.

Each member of the panel will individually score the received bids according to the criteria and then all members' scores will be added and calculated to an average point.

All bidders that scored a total point of 70% or more will be considered and will go through to the second phase.

ii. PHASE 2

OHSC will request the three (3) highest scorers to do a presentation at their own cost.

When presentations are conducted, the panel will re-score the relevant bids, using the same criteria.

The points for price and preferential point will then be added to calculate the total score.

The bid will be awarded to the bidder that scored in total the highest point.

7 TECHNICAL/FUNCTIONAL CRITERIA

1. Management of Account		WEIGHT
1.1 24/7 Availability	In what way are personnel available for 24 hours	10
1.2 Security Measures	What internal control measures are in place to prevent financial/security irregularities and general risks?	5
1.3 Reconciliation of Account	In which manner will the account be reconciled	10
2. comprehensively		
2.2 Local Agents	Which and how many local agents will be used and where are they situated	10
2.3 International Agents	Which and how many international agents will be used and where are they situated	5
3. Support Services	What support services will be further offered to OHSC to simplify travel in a cost-effective way?	15
4. Transfer of Skills		
4.1 Development of Travel Service and transfer of skills	How does the bidder develop skills in the travel services	10
4.2 Documentary Proof	Submit documentary proof of actions taken to transfer skills as indicated	5
5. Organisation credentials		
5.1 Company Profile	Supply date of formation, shareholding, location of offices, number of professional staff in each office	10
5.2 Current Client Base	Supply 3 reference letters (names and contact person) of major clients	5
5.3 Experience	Supply actual detailed examples of large travel accounts being managed	15
TOTAL		
Point (lower points/highest point)100		100

8 PRICE

1. SERVICE COSTS		
1.1 Cost must be given as an all-inclusive management fee as a percentage (%) based on the actual service providers fees.		%
2. COSTS ADDITIONAL AND NOT COVERED IN ABOVE.		
2.1 Management Reports	What are costs to produce management reports additional to those as required in APPENDIX A?	
2.2 No-show Fees	What are fees for not travelling or using rented vehicles or booked accommodation	
2.3 Consultancy Fees	What are consultancy fees	
2.4 After hour bookings	What are fees for after hour bookings additional to item 1.1	
2.5 Changes to arrangements	What are fees for any changes to already confirmed arrangements	
2.6 Bus Bookings	What are fees for organising buses?	
2.7 Other (Specify)		
2.8 Other (Specify)		
2.9 Other (Specify)		
2.10 Other (Specify)		
2.11 Other (Specify)		
3. FIRM PRICES		
3.1 Are costs firm for duration of contract period	Are costs firm for the duration of contract period	YES/NO

Service Category	Estimated Number of Transactions per annum	Transactional FEE	Total
Air Travel – Domestic	4470		
Air Travel - Regional & International	9		
Car Rental – Domestic	483		
Shuttle Services – Domestic	3324		
Accommodation – Domestic	4887		
Accommodation - Regional & International	21		
Conference/Events	12		
After Hours	312		
Parking			
Insurance	6		
Forex			
SUBTOTAL			
VAT			
TOTAL			

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