



INVITATION TO BID

BID NUMBER:	03/2020/21
DESCRIPTION:	PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE SOUTH AFRICAN COUNCIL FOR EDUCATORS
DATE:	10 November 2020
CLOSING DATE:	09 December 2020
CLOSING TIME:	11:00 AM
BRIEFING SESSION	No briefing session
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	BLOCK 1 CROSSWAY PARK 240 LENCHEN AVENUE CENTURION
ATTENTION:	CFO
N.B. BIDS MUST BE DELIVERED TO THE LOCKED TENDER BOX AT THE LENCHEN STREET ENTRANCE OF THE OFFICE BLOCK.	

BIDDER NAME:

TOTAL BID PRICE INC. OF VAT:

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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:	03/2020//21	CLOSING DATE:	09 December 2020	CLOSING TIME:	11:00
DESCRIPTION	Provision of Travel Management Services for the South African Council for Educators				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Crossway Office Park					
240 Lenchen Avenue					
CENTURION					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mpho Mloi		CONTACT PERSON	Morris Mapindani	
TELEPHONE NUMBER	012 663-0422		TELEPHONE NUMBER	012 663-0417	
FACSIMILE NUMBER	012 663-3331		FACSIMILE NUMBER	012 663-3331	
E-MAIL ADDRESS	mpho.mloi@sace.org.za		E-MAIL ADDRESS	morris.mapindani@sace.org.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
 - 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

Terms of Reference

REQUEST FOR PROPOSALS FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE SOUTH AFRICAN COUNCIL FOR EDUCATORS.

PART ONE

1. PREAMBLE

Context:

The South African Council for Educators is a Schedule 3A Public Entity established in terms of South African Council for Educators Act, 2000 (Act no. 31 of 2000). The purposes of the South African Council for Educators are:

- A. To provide for the registration of educators
- B. To promote the Professional development of educators; and
- C. To set, maintain and protect ethical and professional standards for educators.

The Contract of the Travel Management Service Provider came to an end on the 31st May 2020. It has therefore become necessary for SACE to appoint a service provider, hence this request for a service provider which will bring in the relevant services and expertise to render the Travel Management Services for the Council, for a period of three (3) years.

Our membership is approximately 500 000 educators of which 85% are employed in Public Schools whereas the others are in Private Institutions. The organization travels across the borders of South Africa in an effort to deliver its Mandatory functions which involve all as mentioned above.

The Council also travel around the world in an effort to improve the delivery of its Mandatory functions.

PART TWO

1. IMPLEMENTATION

The South African Council for Educators request suitable service providers to submit proposals with regard to provision of Travel Management Services.

2. OBJECTIVES and KEY DELIVERABLES

The appointed Travel Management Service Provider will be expected to provide the following services:

- Travel services will be provided to all travelers travelling on behalf of SACE. This will include employees, councilors, panelists, coordinators, clients and service providers where the agreement is that SACE is responsible for the arrangement and cost of travel.
- Facilitate the bookings that are generated by our supply chain office.

- Provide Online Booking Tool where possible.
- Familiarization with current SACE Supply Chain Management policy and Travel Management Policy and implementations of controls to ensure compliance.
- Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- Provide a facility for SACE to update their travelers' profiles.
- Assist to manage the third-party service providers by addressing service failures and complaints against these service providers.
- Consolidate all invoices from travel suppliers.
- Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- Provide the testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to SACE.

2.2. Reservations

The Travel Management Company will:

- Always try and make the most cost-effective travel arrangements.
- Appraise themselves of all travel requirements for destinations to which Travelers will be travelling and advise the Traveler of alternative plans that re cost effective and more convenient where necessary.
- obtain at least (3) price quotations for all travel requests where possible.
- book the negotiated discounted fares and rates where possible.
- must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the Traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- book parking facilities at the airports where required for the duration of the travel.
- respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- must issue all necessary travel documents, itineraries and vouchers timeously to Traveler(s) prior to departure dates.
- advise the Traveler of all visa and inoculation requirements well in advance.
- assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where possible.
- note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the Traveler(s) where visas will be required.
- Negotiated airline fares, accommodation establishment rates, car rental rates,etc. that are negotiated directly or established by National Treasury or by SACE are non-commissionable, where commissions are earned for SACE bookings all these commissions should be returned to SACE on a monthly basis.

2.3. Air Travel

- The TMC must be able to book full-service carriers as well as low cost carriers.
- The TMC will book the lowest airfares possible for domestic travel.
- For international flights, the airline which provides the most cost effective and practical routings may be used.
- The TMC should obtain at least three price quotations where possible to present the most cost effective and practical routing to the traveler.
- Airline tickets must be delivered electronically to the traveler(s) after booking before the departure times.
- The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the SACE.

2.4. Accommodation

- The TMC will obtain price comparisons within the maximum allowable rate as per the cost containment instruction of the National Treasury.
- The TMC will obtain at least three price quotations from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the destination of the traveler
- This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with SACE's travel policy.
- TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or SACE.
- Accommodation vouchers must be issued to all SACE travelers for accommodation bookings and must be invoiced to SACE monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.

2.5. Car Rental and Shuttle Services

- The TMC will book the approved category vehicle in accordance with the SACE Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- The travel consultant should advise the Traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- For international travel the TMC may offer alternative ground transportation to the Traveler that may include rail, buses and transfers.
- The TMC will book transfers in line with the SACE Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

2.6. After Hours and Emergency Services

- The TMC must provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations and changes to travel plans.
- A call centre facility or after hours contact number should be available to all Travelers so that when required, unexpected changes to travel plans can be made and emergency

bookings attended to.

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

2.7. Communication

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

2.8. Financial Management

- The TMC must implement the maximum allowable rates established by the National Treasury where applicable.
- The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SACE for payment within the agreed time period.
- Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- The TMC will be required to offer a 30 days bill-back account facility to SACE. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices SACE for the services rendered.
- Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- Consolidate Travel Supplier bill-back invoices.
- The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SACE's Finance Division on the monthly basis. This includes attaching Purchase Orders and other supporting documentation to the invoices reflected on the Service provider bill-back report/ statement
- Ensure Travel Supplier accounts are settled timeously.

2.9. Technology, Management Information and Reporting

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

The reporting templates can be found on:

[http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant General.aspx](http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant%20General.aspx)

- Reports must be accurate and be provided as per SACE's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the Traveler, date of travel, spend category (example air travel, shuttle, accommodation).
- Reports must be available in an electronic format for example Microsoft Excel.
- Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

1. Travel

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

2 Finance

Reconciliation of commissions/rebates or any volume driven incentives;
 No show report;
 Cancellation report;
 Receipt delivery report;
 Open voucher report, and

- The TMC will implement all the necessary precautions to ensure that all the data is secure at all times and not accessible by any unauthorized parties.

2.10. Account Management

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

2.11. Value Added Services

The TMC must provide the following value added services:

- Destination information for regional and international destinations:
 1. Health warnings;
 2. Weather forecasts;
 3. Places of interest;
 4. Visa information;
 5. Travel alerts;
 6. Location of hotels and restaurants;
 7. Information including the cost of public transport;
 8. Rules and procedures of the airports;
 9. Business etiquette specific to the country;
 10. Airline baggage policy; and
 11. Supplier updates
- Electronic voucher retrieval via web and smart phones;
- SMS notifications for travel confirmations;
- Global Travel Risk Management;

2.12. Cost Management

- The National Treasury cost containment initiative and the SACE's Travel Policy provides a basis for a cost savings initiative.
- It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times.

2.13. Quarterly and Annual Travel Reviews

- Quarterly reviews are required to be presented by the Travel Management Company on all SACE travel activity in the previous three-month period. These reviews are comprehensive and presented to SACE's Supply Chain and Finance teams as part of the performance management reviews.
- Annual Reviews are also required to be presented to SACE's Senior Executives.
- These Travel Reviews will include without limitation the following information:

Travel

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

Finance

- a. Reconciliation of commissions/rebates or any volume driven incentives;
- b. No show report;
- c. Cancellation report;
- d. Open voucher report, and

- e. Open Age Invoice Analysis.

2.14. Office Management

- The TMC to ensure high quality service to be delivered at all times to the SACE’s Travelers. The TMC is required to provide SACE with highly skilled and qualified human resources of the following roles but not limited to:
 - a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - h. System Administrator
- On-site Facilities
- SACE does not provide the TMC with the on-site facilities, but the facilities can be negotiated where necessary.

3. EVALUATION OF PROPOSALS FOR THE PANEL

Each proposal will be evaluated according to the 80/20 Preference Point System as follows:

- Broad based black economic empowerment will account for **20** points
- Proposal / price will account for 80 points

TOTAL POINTS 100

An average point per tender between the panel members will be obtained as follows:

CRITERIA	POINTS	SCORE
Price	80	
B-BBEE	20	
TOTAL	100	

4. PROPOSAL REQUIREMENTS

4.1 Control of quality

This will serve as a guide to minimum requirements when proposing to SACE based on an expressed need for Travel management service to be conducted.

Documented proof of the following is required:

Please indicate with a Yes or NO in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE	
	YES / NO	NOTE
The ability to conduct the required Travel Management services with reference to the necessary skills and experience.		
References – names, telephone numbers and fax numbers – where Travel management services have been completed.		
Track record – a complete summation of all relevant Travel management services conducted and the outcomes thereof.		

- Valid SARS issued Tax Pin printout;
- CSD compliance report;
- Audited/ Reviewed financial statements.
- Copy of IATA and / or ASATA registration certificate

4.2 Proposal / Plan

Where specified, a detailed plan must be submitted with the proposal. The plan must at least cover the following:

Goals and objectives

Methodology

Deliverables

Related activities

Key performance indicators

Milestones

Risk assessment

Cost breakdown

Capacity building

Number and type of skills of team members involved in the project.

The type of information you require from SACE.

Details regarding reporting.

4.3 TECHNICAL REQUIREMENTS

The functional / technical criterion that was utilized to test the capability of service providers was set as follows:

Technical / Functionality will be evaluated against the following detailed requirements:

4.3.1 Technical Requirements

Sub-Criteria	Description	Weightings
Customer Interface	<ul style="list-style-type: none"> • Reports - kinds of reports and frequency will be provided to the SACE by the travelling Agency. • Travelling Agency must detail the role of the Accounts Manager- please detail the role • Travelling Agency must describe how queries are handled. • Travelling Agency must provide examples Escalation process on queries. 	40%
Experience/ References	<ul style="list-style-type: none"> • Travelling Agency must have Experience in providing similar services requested. • Travelling Agency must provide three contactable references (contact number, name, and company) where services were provided within last three years. 	30%
Total		70%

Bidders who score 50% and above out of 70%, will be shortlisted for site visits.

4.3.2 Technical Requirements

Sub-Criteria	Description	Weightings
Site visit (Infrastructure)	<ul style="list-style-type: none"> • Availability of a Call Centre • Observation on how business is conducted e.g. Responsiveness 	30%
Total		30%

All Bidders who score LESS than (70% out of 100%) on functionality including site visit will not be considered for further evaluation on Price and BEE.

5. MANAGEMENT OF THE CONTRACT

5.1 General practices

The service provider must agree to the following to ensure proper management of the contracted resources by SACE:

Please indicate with a Yes or No in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE	
	YES / NO	NOTE
All service providers will report to a project leader, assigned by SACE or to a responsible line manager.		
All service providers will work according to pre-agreed Terms of Reference (TOR), which will include: a project description and the place of work, a task description, a breakdown in task with dates for individual milestones, estimated working hours and related costs, estimated time to completion and acceptance criteria when appropriate. The TOR is part of a project plan.		
A deviation of the TOR will need approval of the project leader and, in certain cases, adjustment of the project plan.		
The service provider can submit proposals to deviate from the TOR, supported by technical or other reasons, outlining the effect on the completion date and in monetary terms.		
SACE can negotiate deviations from the TOR. The service provider will be requested to submit an outline of the effects on the completion date and in monetary terms.		
A revision of the project plan can lead to deviations to the TOR. The service provider will be requested to submit an outline of the effects o the completion date and in monetary terms.		
The service provider report expenses and time spent on a time sheet against tasks on a monthly basis. The reports must be submitted for approval to the project leader or line manager, responsible for the assignment.		
Duplicates of all reports will be submitted in electronic format (Microsoft Word).		
SACE reserves the right to exercise quality control as it sees fit.		
SACE reserves the right to audit the progress on the project as it sees fit.		
SACE standards and procedures must be		

adhered to when deemed applicable by SACE.		
Quarterly meetings will take place between the service provider and SACE to discuss progress.		
The service provider shall deliver a service, as specified on a timescale and according to a pre-determined hourly tariff within an approved budget.		
The service provider shall pay all the costs for flights, car hire and accommodation. SACE is not in a position to furnish the service provider with a credit card.		
SACE shall reserve the right to appoint any of its personnel, or any part that it deems qualified, to any of the services as stated to work with the service provider.		

6. TRAINING OF RESOURCES

6.1 Non-billable

The service provider shall not bill SACE for any time whilst its resources are undergoing training, attending seminars or other education sessions at the instigation of the service provider or resource and for the purpose of long-term career development.

6.2 Billable

Where there is a need for specific training, awareness or general information gathering identified by SACE which will result in immediate benefit for SACE and SACE deems a service provider’s resources the most suitable individual to attend these sessions, SACE will cover the cost of the session and/or the normal hourly rate of the resource for the period. The project leader prior to attendance must approve any session, which may be considered within this category.

6.3 Charges and Expenses

Please indicate with a Yes or No in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE YES / NO	NOTE
The address for submitting claims is: SACE : Finance office		
Invoicing will be done monthly at the specified tariffs until the ceiling price if applicable is reached. If the sum of the hourly tariffs is less than the ceiling price, SACE will only be responsible for the		

payment of the lowest cost.		
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7. VIOLATION OF THE AGREEMENT

Please indicate with a Yes or No in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE YES / NO	NOTE
SACE has the right to cancel the agreement with immediate effect when, in the opinion of SACE, the service provider misbehaves, cannot perform the requested tasks or fails to deliver on time.		
SACE has the right to cancel for individual placements in the agreement with a notice period equal to the term of the charges in the contract (hourly, weekly, monthly) in case of a conflict with the service provider or when the assignment is terminated due to unforeseen charges in the project plan or other circumstances. No notice period is required at the agreed end of an assignment and as specified in the TOR.		
SACE has the right to cancel projects in the agreement with a notice period equal to one month in case of a conflict with the contractor or when the assignment is terminated due to unforeseen changes in the project plan or other circumstances. No notice period is required at the agreed end of an assignment and as specified in the TOR.		
SACE will inform the contractor of cases of default or neglect. Notice of such occurrences will be given in writing and delivered by hand.		
Ownership of all information and documentation stays with SACE and shall not be distributed without the prior consent from an authorized official.		
All work done shall be regarded as confidential and information can only be distributed with the written permission from an authorized official of SACE.		

8. INDEMNITY / SAFEGUARD / PROTECTION

The service provider safeguards SACE against any losses as a result of claims from any person working with him / her.

SACE will not be held responsible for any injuries; death or any damage to property while the contractor is delivering a service to SACE.

9. SUBMISSION OF PROPOSAL

Bid submissions should be handed in by 11H00 on the closing date in three fold. The original copy must be signed and will be the legal copy of the tender proposal. The documentation must be handed in at the following address:

The Bidding Office
SACE
Crossway Office Park
Block 1
240 Lenchen Avenue
CENTURION
0046

10. REQUESTS FOR FURTHER INFORMATION

Bidders may seek clarity or additional information in certain areas and hence are requested to direct all enquiries in writing to The CFO. In order to maintain transparency and equality of treatment, SACE will supply all Bidders equally with additional information requested by Bidders.

11. CONTACT DETAILS

All enquiries in respect of this proposal should be addressed and / or delivered to:

Name:	MR. GM Mapindani
Address:	SACE Crossway Office Park Block 1 240 Lenchen Avenue CENTURION 0045
Telephone:	012 – 663-0417
Facsimile:	086-218-3843
Email:	morris.mapindani@sace.org.za

PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

TOTAL: R.....

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

MPHO MOLOI (Ms)
SACE
Crossway Office Park
Block 1
240 Lenchen Avenue
CENTURION

Tel: 012 663-0422

Or for technical information –

MAPINDANI GM

Tel: 012 663-0417

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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 not estimated to **exceed** R 50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a 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:

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Proposal requirements
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:

I certify, on behalf of _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.
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