



BID NUMBER: PROC-T193

**BID FOR THE
PROVISION OF TRAVEL MANAGEMENT SERVICES**

CLOSING DATE: 12 DECEMBER 2012

CLOSING TIME: 11H00

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PART A	SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR
PROVISION OF TRAVEL MANAGEMENT SERVICES

BID NUMBER: **PROC-T193**

CLOSING DATE: **12 DECEMBER 2012**

CLOSING TIME: **11H00**

The Services Sector for Education and Training Authority (SSETA) is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance skills levels in the sector in accordance to government's growth initiatives. All SETAs were recently reviewed and SSETA has been re-licensed to execute its mandate for the next five years (to March 2016). The SSETA is striving to build a system where skills production and development respond to the socio-economic needs of our country and its labour market. Such high-quality skills will in turn enhance investment and improve service delivery; read more on www.serviceseta.org.za

1. BACKGROUND

The Services SETA seeks to appoint a professional, competent and experienced travel agent to provide comprehensive travel management services to the Sseta. These services include but are not limited to:

- booking of domestic and international flights,
- printing of air tickets,
- car / shuttle service rental
- accommodation,
- conference / workshop facilities
- arranging of
 - visas,
 - travel insurance,
 - passports,
 - foreign currencies, and
 - other travel related needs of the company.

The SSETA staff compliment is in the region of 230 personnel located in all the Provinces of South Africa.

2. BID SUBMISSION

All **enquiries** regarding this bid should be **in writing** and may be directed to Ms Nonhlanhla Nkadimeng at **E-mail nonhlanhlan@serviceseta.org.za** by 11:00 on **Friday, 30 November 2012**. All queries will be responded to by **12:00 on Tuesday, 04 December 2012**.

BIDS MUST BE SUBMITTED AS ONE ORIGINAL AND TWO COPIES, EACH MARKED AS SUCH

BID DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX AND ADDRESSED TO:

**The Procurement Manager
TENDER PROC-T193 TRAVEL MANAGEMENT SERVICES
Ristone Office Park
15 Sherborne Road,
Parktown,
Johannesburg
2193**

Bidders should ensure that bids are delivered ON TIME to the correct address.

**NB: LATE BIDS WILL NOT BE ACCEPTED
NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX**

The bid box is open during office hours:

Monday – Thursday: 8am – 4pm

Friday: 8am – 3pm

COMPANY PARTICULARS	
	PROC-T193

IMPORTANT NOTE

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE.....	NUMBER		
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE	NUMBER		
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE			Yes <input type="checkbox"/>	No <input type="checkbox"/>
IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)				
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);				
A REGISTERED AUDITOR				

SIGNATORIES

ARE YOU THE AUTHORISED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED. [IF YES ENCLOSE PROOF]	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

SIGNATURE
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED

BID SUMMARY : PROVISION OF TRAVEL MANAGEMENT SERVICES

TOTAL BID PRICE:	TOTAL NUMBER OF CANDIDATES OFFERED:
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TAX CLEARANCE CERTIFICATE REQUIREMENTS	SBD 2
	PROC-T193

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

DECLARATION OF INTEREST	SBD 4
	PROC-T193

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarator 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.**

DECLARATION OF INTEREST		SBD 4	
Item	Question		
.1	Full Name of bidder or his or her representative		
2.2	Identity Number		
2.3	Position occupied in the Company (director, trustee, shareholder ² , member):		
2.4	Registration number of company, enterprise, close corporation, partnership agreement or trust		
2.5	Tax Reference Number:		
2.6	VAT Registration Number:		
	2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.		
2.7	Are you or any person connected with the bidder presently employed by the state?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	2.7.1 If so, furnish the following particulars:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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:		

DECLARATION OF INTEREST			SBD 4
Item	Question		
	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 <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, did you attach proof of such authority to the bid document? Note: <u>Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If no, furnish reasons for non-submission of such proof		
2.8	Do 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 <input type="checkbox"/>	No <input type="checkbox"/>
	If Yes, furnish particulars		

DECLARATION OF INTEREST			SBD 4
Item	Question	Yes	No
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?	<input type="checkbox"/>	<input type="checkbox"/>
	2.9.1 If so, furnish particulars		
2.1	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?	<input type="checkbox"/>	<input type="checkbox"/>
	2.10.1 If so, furnish particulars		
2.11	Do you or nay 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?	<input type="checkbox"/>	<input type="checkbox"/>
	2.11.1 If so, furnish particulars		
	<p>¹"State" means –</p> <ul style="list-style-type: none"> (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. <p>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.</p>		

DECLARATION OF INTEREST	SBD 4
	PROC-T193

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

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

4 DECLARATION

I, the undersigned (name).....
 certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the Services SETA may reject the bid or act against me should this declaration prove to be false.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			SBD 8
			PROC-T193
IMPORTANT NOTES:			
1	This Standard Bidding Document must form part of all bids invited		
2	It serves as a declaration to be used by SSETA 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: <ul style="list-style-type: none"> 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.		
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			SBD 8
Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If Yes, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If Yes, 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 Yes, 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 Yes, furnish particulars:		

DECLARATION

I, the undersigned (full name).....

declare 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
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CERTIFICATE OF INDEPENDENT BID DETERMINATION	SBD 9
PROC-T193	
<p>IMPORTANT NOTES:</p> <ol style="list-style-type: none"> 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 <i>pe se</i> 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: <ol style="list-style-type: none"> (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: 	
<p>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.</p>	

CERTIFICATE OF INDEPENDENT BID DETERMINATION	SBD 9
PROC-T193	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid **PROC-T193 - PROVISION OF TRAVEL MANAGEMENT SERVICES**, in response to the invitation for the bid made by Services SETA, 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.

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.

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

PART B:	SCHEDULE 1:
PROC-T193	
FORM OF BID	
<p>TO: The Administrator Ristone Office Park 15 Sherbourne Road Parktown 2193</p> <p>BID for Services SETA: BID PROC-T193 – PROVISION OF TRAVEL MANAGEMENT SERVICES</p> <p>Sir/Madam</p> <p>I/We, the undersigned:</p> <ul style="list-style-type: none"> a) bid for PROC-T193, to Services SETA and all or any of the suppliers and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Bid Document. b) agree that we shall be bound by the specifications, prices, terms and conditions stipulated in those Schedules regarding delivery and execution; c) further agree to be bound by those conditions should this bid be accepted in whole or in part; d) confirm that this bid may only be accepted by Services SETA by way of a duly authorized Letter of Acceptance; and e) declare that we are fully acquainted with the requirements of this Bid Document; f) agree thereto that on acceptance by Services SETA, each page of the bid document and amendments thereto shall be initialed by the relevant authorized person in order for the document to constitute a proper contract between Service SETA and the undersigned. g) Are allowed to do business with Service SETA and neither the Company nor any one of its Directors are forbidden to do business with Services SETA. 	
Signed at this day of 20.....	
..... Signature	..... Date.
..... Position	..... Name of Company/Bidder
As Witnesses	
..... Signature	..... Date
..... Signature	..... Date

PART B:	SCHEDULE 1:
PROC-T193	
Please complete the following:	
PHYSICAL ADDRESS OF BIDDER:	
BANK ACCOUNT DETAILS OF BIDDER:	
BANK	
BRANCH CODE	
ACCOUNT NUMBER	
TYPE OF ACCOUNT	

PART B:	SCHEDULE 2:
PROC-T193	

**KINDLY FORWARD THE FOLLOWING WITH YOUR TENDER DOCUMENT (AS APPLICABLE)
WHERE A COPY OF A DOCUMENT IS REQUIRED, IT MUST BE CERTIFIED WITHIN THE LAST SIX (6) MONTHS**

PREREQUISITES

COMPANY AND PROFESSIONAL		
	Has the applicable document been attached?	
1. Proof of access to AMADEUS database	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Minimum Six (6) years travel management experience. Attach a Curriculum Vitae demonstrating industry experience of minimum six years (see Addendum B)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Three reference letters/testimonials from current or recent clients not older than four (4) years. (See Annexure C)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Certified copy of Company Registration Certificate	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Valid and Original Tax Clearance Certificate	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Company Profile with Organogram of the Company	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>PLEASE NOTE: Non Compliance to the above-mentioned prerequisites will disqualify the bid. Only original certified copies will be accepted. Copies of certified copies will not be accepted.</p>		

<p>7. Certified copy of the BBEE Certificate</p> <p>PLEASE NOTE:</p> <ul style="list-style-type: none"> • Bidders who claim points in respect of B-BBEE Status Level of Contribution must submit the required certificate. • Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. The bidder will score points out of 90 for price only and zero (0) out of 10 for B-BBEE. 	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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OTHER REQUIRED INFORMATION – AS APPLICABLE

The number of services rendered, years experience/involvement in providing similar services (provide exact details)

Provide number of Service rendered	Years experience	Involvement in providing similar services (provide exact details)

PART C:		SBD 6.1
		PROC-T193
<p>The following preference point system is applicable to the bid:</p> <p style="text-align: center;">PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011</p> <p>This preference form forms part of this bids invite. 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</p> <p>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, 2011.</p>		
1. GENERAL CONDITIONS		
1.1	The following preference point systems are applicable to all bids:	
	<ul style="list-style-type: none"> - the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included). 	
1.2	Preference points for this bid shall be awarded for:	
	<ul style="list-style-type: none"> (a) Price and (b) B-BBEE Status Level of Contribution. 	
1.3.1	The maximum points for this bid are allocated as follows:	
		POINTS 90/10
	1.3.1.1 PRICE	90
	1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
	Total points for Price and B-BBEE must not exceed	100
1.4	Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5	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		
2.1	“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;	
2.2	“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;	
2.3	“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;	

- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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 comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid.

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

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

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:..... = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.1.1 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm	
9.2 VAT registration number	
9.3 Company registration number	
9.4 Type of Company/ Firm	Tick as applicable
Partnership/ Joint Venture/ Consortium	
One person business/sole propriety	
Close corporation	
Proprietary Limited ((Pty) Ltd)	

9.5	Describe Principal Business Activities	
9.6	Company Classification	Tick as applicable
	Manufacturer	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
9.7	Total number of years the company has been in business	
9.8	<p>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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:</p> <ul style="list-style-type: none"> (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 paragraph 7, 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 contribution 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 – <ul style="list-style-type: none"> (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

..... Signature Date.
--------------------	----------------

..... Position Name of Company/Bidder
-------------------	---------------------------------

Address

AS WITNESSES

..... Signature Date.
--------------------	----------------

..... Signature Date.
--------------------	----------------

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT	SBD 6.2
PROC-P193	
<p>This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).</p> <p>Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.</p> <p>1. General Conditions</p> <p>1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.</p> <p>1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.</p> <p>1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.</p> <p>1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.</p> <p>1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.</p> <p>1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:</p> $LC = 1 - \left(\frac{x}{y} \right) \times 100$ <p>Where x imported content y bid price excluding value added tax (VAT)</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.</p> <p>1.7. A bid will be disqualified if:</p> <ul style="list-style-type: none"> • the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and. • this declaration certificate is not submitted as part of the bid documentation. <p>2. Definitions</p> <p>2.1. “bid” includes advertised competitive bids, written price quotations or proposals;</p> <p>2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);</p> <p>2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;</p>	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT	SBD 6.2																				
PROC-P193																					
<p>2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;</p> <p>2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).</p> <p>2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;</p> <p>2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;</p> <p>2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and</p> <p>2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.</p> <p>3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Description of services, works or goods</th> <th style="width: 20%;">Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td> </td> <td style="text-align: center;">%</td> </tr> <tr> <td> </td> <td style="text-align: center;">%</td> </tr> <tr> <td> </td> <td style="text-align: center;">%</td> </tr> </tbody> </table> <p>4. Does any portion of the services, works or goods offered have any imported content? YES / NO</p> <p>4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.</p> <p>The relevant rates of exchange information is accessible on www.reservebank.co.za.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Currency</th> <th style="width: 20%;">Rates of exchange</th> </tr> </thead> <tbody> <tr> <td>US Dollar</td> <td> </td> </tr> <tr> <td>Pound Sterling</td> <td> </td> </tr> <tr> <td>Euro</td> <td> </td> </tr> <tr> <td>Yen</td> <td> </td> </tr> <tr> <td>Other</td> <td> </td> </tr> </tbody> </table> <p>NB: Bidders must submit proof of the SARB rate(s) of exchange used.</p>		Description of services, works or goods	Stipulated minimum threshold		%		%		%	Currency	Rates of exchange	US Dollar		Pound Sterling		Euro		Yen		Other	
Description of services, works or goods	Stipulated minimum threshold																				
	%																				
	%																				
	%																				
Currency	Rates of exchange																				
US Dollar																					
Pound Sterling																					
Euro																					
Yen																					
Other																					

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT	SBD 6.2
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PROC-P193

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID PROC-T193 – PROVISION OF TRAVEL MANAGEMENT SERVICES

ISSUED BY: Services SETA

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

..... (full names),

of(name of bidder entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

..... Signature	..... Date.
..... Position	..... Name of Company/Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT		SBD 6.2
		PROC-P193
AS WITNESSES		
..... Signature	..... Date.	
..... Signature	..... Date.	

PART D	PART D1
PROC-T193	
<p>TERMS OF REFERENCE</p> <p>PROVISION OF TRAVEL MANAGEMENT SERVICES</p> <p>1. SCOPE OF WORK</p> <p>The service provider is requested to provide comprehensive travel arrangements for both domestic and international travel on behalf of SSETA. The travel arrangements will typically consist of:</p> <p>1.1. Air travel</p> <ul style="list-style-type: none"> • Booking of domestic and international flights, • Printing of air tickets, • Delivery of air tickets, as may be required from time to time • Timely notification to travellers of airport closing, cancellations or delays in flights, and obtaining any reimbursements. <p>1.2. Foreign country travel</p> <ul style="list-style-type: none"> • Arranging of <ul style="list-style-type: none"> ○ Visas, ○ Passports ○ Travel insurance, ○ Airport transfers ○ Foreign currencies, ○ Travel clinics (safety, health and environment (SHE)) and advice, ○ Supply of information on immigration clearance, and any other government restrictions etc. <p>1.3. Road travel</p> <ul style="list-style-type: none"> • Car rentals • Shuttle service <p>1.4. Accommodation</p> <ul style="list-style-type: none"> • Sleep over accommodation, • Conference / workshop facilities <p>1.5. Other travel related needs of the company.</p> <p>2. SPECIFIC CONDITIONS OF SERVICES</p> <p>2.1. The above services shall be provided under the following conditions:</p> <ul style="list-style-type: none"> • Reconfirmation and revalidation of bookings and booking documentation, changes as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers, hotels, conference venues • Negotiating favourable transactions and rates for the Services SETA • Effect payments to service providers • Reconciliation of invoices with Services SETA's purchase orders and statements. • Perform all travel arrangements according to the rules provided by the Services SETA and ensure that all bookings are processed against properly completed and authorised travel booking forms. • All loyalty benefits shall accrue to the Services SETA. 	

PART D	PART D1
PROC-T193	
<p>3. CONTRACT PERIOD</p> <p>The service provider will be contracted for twenty-four(24) months</p> <p>4. DELIVERABLES AND MILESTONES</p> <p>4.1. All travel arrangements made for SSETA staff according to the rules provided by the Services SETA and ensure that all bookings are processed against properly completed and authorised travel booking forms</p> <p>4.2. Provide monthly travel management reports highlighting all exceptions.</p> <p>4.3. Conduct quarterly performance assessment according to the Service Level Agreement and submit an assessment report.</p> <p>5. SERVICE LEVEL AGREEMENT</p> <p>A Service Level Agreement (SLA) shall be entered into with the successful service provider upon signing of the contract. The service provider is requested to propose the key performance areas as well as their measurement and assessment criteria in their technical proposal.</p> <p>6. TECHNICAL PROPOSAL</p> <p>Bidders must submit a description of the methodology and approach that will be used to perform the work as set out in the scope of work. This methodology and approach must demonstrate the bidder's understanding of the requirement and the Sseta environment.</p> <p>The service provider's proposal which should include:</p> <p>6.1. A comprehensive description of services offered for each element of the services listed under Scope of Work above.</p> <p>6.2. As well as state any accreditation, affiliation or membership to any other organisation. A certified copy of accreditation as member of such membership must be valid as at the closing date and time of the bid.</p>	

Annexure A

DETAILED TECHNICAL PROPOSAL

Please attach to this page a detailed technical proposal on the proposed scope of work.

Annexure B

CURRICULUM VITAE

Please complete the following form for the company demonstrating relevant experience of more than six (6) years.

COMPANY EXPERIENCE			
Period		Company Name and Referral's Contact Details	Description of experience
Start	End		
		Company Name: Name: Email: Phone:	
		Company Name: Name: Email: Phone:	
		Company Name: Name: Email: Phone:	
		Company Name: Name: Email: Phone:	

REFERRAL LETTERS

Please attach all reference letters/testimonials to this page. Minimum of three (3) reference letters/testimonials are required.

PART D				PART D2 SBD 3.1
				PROC-T193
SCHEDULE OF PRICES				
PROVISION OF TRAVEL MANAGEMENT SERVICES				
Please provide prices according to the schedule below.				
1. CONDITIONS APPLICABLE TO THE BIDDER'S PRICING				
1.1 Costs inserted in the schedule below, such as delivery of documents, delivery of tickets, management reports, air travel bookings, vehicle rental bookings, accommodation bookings, cancellation fees, change in bookings and other services will be at fixed fully inclusive rates to SSETA.				
1.2 Where a percentage mark-up is required in the schedule below, it will be indicated as a fixed percentage.				
1.3 Prices must be quoted per transaction type and must be on a unit price basis, except if it is on a no-charge basis where it should be clearly indicated as such. Where an item is not priced and not indicated as "No charge"(N/C), SSETA will assume that the price for the specific item/ transaction will be zero or a "No charge".				
1.4 All prices/ rates must be provided in South African Rand and no percentages are to be quoted.				
Item No	Transaction Type	Rate (Excluding VAT) Rand	Value Added Tax (VAT) @ 14% Rand	Rate (Including VAT) Rand
1.	DOMESTIC BOOKINGS			
1.1.	Air Travel			
1.1.1.	Domestic bookings			
1.1.2.	Group domestic booking (Two or more passengers)(Price per passenger)			
1.1.3.	Domestic booking cancellation			
1.1.4.	Domestic booking amendment			
1.2.	Accommodation			
1.2.1.	Domestic reservation			
1.2.2.	Group domestic reservation (Two or more passengers)(Price per passenger)			
1.2.3.	Domestic reservation cancellation			
1.2.4.	Domestic reservation amendment			
1.3.	Transport			
1.3.1.	Domestic vehicle hire booking			
1.3.2.	Domestic vehicle hire booking cancellation			
1.3.3.	Domestic vehicle hire booking amendment			
1.3.4.	Domestic shuttle booking (one way)			
1.3.5.	Domestic shuttle booking cancellation			
1.3.6.	Domestic shuttle booking amendment			
1.4.	Venues and Catering			
1.4.1.	Domestic venue and catering booking			

PART D				PART D2 SBD 3.1
				PROC-T193
1.4.2.	Venue and catering booking cancellation			
1.4.3.	Venue and catering booking amendment			
2.	INTERNATIONAL BOOKINGS			
2.1.	Air Travel			
2.1.1.	International booking			
2.1.2.	Group International booking (Two or more passengers)(Price per passenger)			
2.1.3.	International booking cancellation			
2.1.4.	International booking amendment			
2.2.	Accommodation			
2.2.1.	International reservation			
2.2.2.	Group International reservation (Two or more passengers)(Price per passenger)			
2.2.3.	International reservation cancellation			
2.2.4.	International reservation amendment			
2.3.	Transport			
2.3.1.	International vehicle hire booking			
2.3.2.	International vehicle hire booking cancellation			
2.3.3.	International vehicle hire booking amendment			
2.3.4.	International shuttle booking (one way)			
2.3.5.	International shuttle booking cancellation			
2.3.6.	International shuttle booking amendment			
2.4.	Venues and Catering			
2.4.1.	International venue and catering booking			
2.4.2.	Venue and catering booking cancellation			
2.4.3.	Venue and catering booking amendment			
3.	OTHER SERVICES			
3.1.	Weekly report			
3.2.	Invoicing to SSETA (per invoice)			
3.3.	Hand delivery during office hours			
3.4.	Hand delivery after office hours including public holidays and weekends			
3.5.	After hours service (rate per hour or part thereof – to be charged in addition to other rates quoted under items 1 to 4 above)			
3.6.	Manage Voyager and other loyalty rewards (Rate per individual per booking)			
3.7.	Visa services (per incident)			

- In isolated instances for venue and catering bookings it may be more feasible to quote a fixed percentage in lieu of the fixed rates above. In such instances and only on pre-approval from SSETA will a percentage mark-up be allowed.

PART D	PART D2 SBD 3.1
	PROC-T193
<ul style="list-style-type: none"> • Indicate the percentage mark-up that will be charged: _____ % • This mark-up will only be paid on the actual invoice values from suppliers/ service providers. • Is there an additional cost/penalty for request made on a 24hour notice? _____ • If yes, please state below: _____ _____ _____ • Are there any circumstances that would give rise to penalties from your agency other than those stated above? _____ • If yes, please state below: _____ _____ _____ 	
DECLARATION	
<p>I, the undersigned (full name).....</p> <p>declare that I accept the above schedule of prices and that the prices given by me in this bid are correct.</p>	
..... SIGNATURE	..... DATE

PART D	PART D3
PROC-T193	

EVALUATION CRITERIA

PROVISION OF TRAVEL MANAGEMENT SERVICES

A bidder that scores less than 60 points for functionality will be regarded as submitting a non-responsive bid and will be disqualified.

All bidders that score 60 points and more for functionality will be evaluated further on points for price and B-BBEE in terms of the 90/10 preference point system.

Please complete Columns B and C only.

	A	B	C		D
	Weighted Points	Number	Is the relevant document attached?		Score
Functionality (Based on company capabilities)					
Technical approach to the services offered for each element of the services listed under Scope of Work (See Annexure A).	60		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
The number of years your company has been in Travel Management Service business. Attach a Curriculum Vitae demonstrating industry experience of minimum six years (See Annexure B)	40		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Total Weighted Points	100				

PART E		PART E1
		PROC-T193
UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID		
1.	Definitions:	
1.1	“The Board” means the accounting authority of Services SETA;	
1.2	“Chief Executive Officer” [“CEO”] means the CEO of Services SETA or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;	
1.3	“Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;	
1.4	“Contractor(s)” means Bidder whose bid has been accepted by Services SETA;	
1.5	“Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;	
1.6	“Final delivery certificate” means the document issued by Services SETA confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;	
1.7	“Letter of acceptance” means the written communication by Services SETA to the Contractor recording the acceptance by Services SETA of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;	
1.8	“Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;	
1.9	“Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic	
1.10	“Services SETA” shall mean Services Sector for Education and Training Authority.	
1.11	“Order(s)” means an official letter issued by Services SETA calling for the supply of goods pursuant to a contract or bid;	
1.12	“Signature date” and in relation to any contract, means the date of the letter of acceptance;	
1.13	“Bid” means an offer to supply goods/services to Services SETA at a price;	
1.14	“Bidder” means any person or body corporate offering to supply goods to Services SETA;	
1.15	“Termination date” in relation to any Contractor means the date of the final delivery certificate;	
1.16	“Value added” means that portion of the bid price not constituting the cost of materials;	
1.17	“Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.	
2.	Interpretation	
2.1	In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-	

PART E	PART E1
	PROC-T193
<p>2.2 An expression which denotes</p> <ul style="list-style-type: none"> • any gender includes the other gender; • a natural person included an artificial or juristic person and vice versa; • the singular includes the plural and vice versa; <p>2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;</p> <p>2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;</p> <p>2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.</p> <p>3. I/we hereby bid:</p> <p>3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to Services SETA;</p> <p>3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);</p> <p>3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.</p> <p>4. I/we agree further that:</p> <p>4.1 the offer herein shall remain binding upon me/us and open for acceptance by Services SETA during the validity indicated and calculated from the closing time of the bid;</p> <p>4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;</p> <p>5. notwithstanding anything to the contrary:</p> <p>5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, Services SETA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Services SETA.</p> <p>5.2 in such event, I/we shall then pay to Services SETA any additional expense incurred by Services SETA for having either to accept any less favorable 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 favorable bid;</p> <p>5.3 Services SETA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;</p> <p>6. Pending the ascertainment of the amount of such additional expenditure Services SETA may retain such monies, guarantee or deposit as security for any loss Services SETA may sustain, as determined hereunder, by reason of my/our default;</p>	

PART E		PART E1
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6.1	any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay Services SETA legal costs on an attorney and own client basis;	
6.2	if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;	
6.3	the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;	
7.	I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;	
8.	I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.	
9.	Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.	
10.	Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.	
11.	I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is in the affirmative, please state the name(s) of the other Bidder(s) involved:	
12.	Bidder's Information	
	Name of firm (company)	
	Postal Address	
	Contact Person	
	Telephone	
	Fax Number	
	Types of business	
	Principal business	
	Activities	
13.	The bidder hereby offer to render all or any of the services described in the attached documents to Services SETA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).	
14.	Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.	
15.	The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by Services SETA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.	

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16.	<p>The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness an validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.</p>	
17.	<p>The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.</p>	

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CONDITIONS OF TENDERING	
1 Proprietary Information	
1.1	Services SETA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to Services SETA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of Services SETA.
2 Enquiries	
2.1	All communication and attempts to solicit information of any kind relative to this tender should be IN WRITING and channeled to:
2.2	Contact person Ms Nonhlanhla Nkadameng
2.3	Email address: nonhlanhlan@serviceseta.org.za
2.4	Enquiries should be made by 11:00 on Friday, 30 November 2012 . All queries will be responded to by 12:00 on Tuesday, 04 December 2012 .
2.5	All the documentation submitted in response to this tender must be in English.
2.6	The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by Services SETA in regard to anything arising from the fact that pages are missing or duplicated.
3 Validity Period	
3.1	Responses to this tender received from suppliers will be valid for a period of 90 days counted from the closing date of the tender.
4 Submission of Bids	
Bids should be submitted as one original and two copies all bound in a sealed envelope endorsed, “TENDER PROC-T193 PROVISION OF TRAVEL MANAGEMENT SERVICE” . Each batch should indicate “Original” or “Copy”. The sealed envelope must be placed in the tender box at SSETA Ristone Office Park, 15 Sherborne Road, Parktown, 2193 Johannesburg by no later than 11h00, 12 December 2012 .	
4.1	The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.
4.2	No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
4.3	Amended bids may be sent in an envelope marked “Amendment to bid” and should be placed in the bid box before the closing time.
4.4	The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
4.5	A list of all references (minimum of 3) must be included in the tender document.
4.6	A valid tax clearance certificate must be included in the tender document.

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4.7	A copy/s of any affiliations that you are affiliated to.
4.8	Kindly note that Services SETA is entitled to amend any bid conditions, validity period, Specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
4.9	Services SETA reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose financially advantageous to Services SETA.
4.10	Services SETA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating the bids.
4.11	Services SETA also reserves the right to award this bid as a whole or in part without furnishing reasons.
5	Requirements
5.1	Examples of similar contracts performed by the company
5.2	Detailed examples of costings
6	Evaluation Criteria
6.1	Tenders are to be evaluated in terms of the following parameters:
6.1.1	Functionality
	<ul style="list-style-type: none"> ⤴ organizational capacity, ⤴ relevant past experience, ⤴ examples of other client/collateral ⤴ key personnel
6.1.2	Price 90%
6.1.3	Broad Based Black Economic Empowerment 10%
6.1.3.1	This will be evaluated with regard to the information to be provided with your response in relation to BBBEE compliance statement and BBBEE rating certificate which entails the extent to which your company contribute to B-BBEE.

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<p style="text-align: center;">NOTES</p> <p>The purpose of this document is to:</p> <p>(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and</p> <p>(ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with Services SETA.</p> <p>In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.</p> <p>The General Conditions of Contract will form part of all bid and contract documents.</p> <p>(iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.</p>	
<p style="text-align: center;">TABLE OF CLAUSES</p> <ol style="list-style-type: none"> 1. Definitions 2. Application 3. General 4. Standards 5. Use of contract documents and information; inspection 6. Patent rights 7. Performance security 8. Packing 9. Delivery and documents 10. Insurance 11. Transportation 12. Incidental services 13. Warranty 14. Payment 15. Prices 16. Contract amendments 17. Assignment 18. Subcontracts 19. Delays in the supplier's performance 20. Penalties 21. Termination for default 22. Force Majeure 23. Termination for insolvency 24. Settlement of disputes 25. Limitation of liability 26. Governing language 27. Applicable law 28. Notices 29. Taxes and duties 30. National Industrial Participation Programme (NIPP) 	

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1. Definitions		
1.	The following terms shall be interpreted as indicated:	
1.1	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.	
1.2	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.	
1.3	“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.	
1.4	“Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.	
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.	
1.6	“Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.	
1.7	“Day” means calendar day.	
1.8	“Delivery” means delivery in compliance of the conditions of the contract or order.	
1.9	“Delivery ex stock” means immediate delivery directly from stock actually on hand.	
1.10	“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.	
1.11	“Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.	
1.12	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.	
1.13	“GCC” means the General Conditions of Contract.	
1.14	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.	
1.15	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.	

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1.16	“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.	
1.17	“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.	
1.18	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.	
1.19	Project site,” where applicable, means the place indicated in bidding documents.	
1.20	“Purchaser” means the organization purchasing the goods.	
1.21	“Republic” means the Republic of South Africa.	
1.22	“SCC” means the Special Conditions of Contract.	
1.23	“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.	
1.24	“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.	
2.	Application	
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.	
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.	
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.	
3.	General	
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.	
3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za	
4.	Standards	
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.	
5.	Use of contract documents and information; inspection	
5.1	The supplier shall not, without the purchaser’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the purchaser in connection therewith, to any person other information; than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.	

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5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.	
5.3	Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.	
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.	
6.	Patent rights	
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.	
7.	Packing	
7.1.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.	
8.	Delivery	
8.1.1	Delivery of the goods shall be made by the supplier in accordance with and documents the terms specified in the contract.	
9.	Insurance	
9.1	The goods supplied under the contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.	
10.	Warranty	
10.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.	
10.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier,	
10.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.	
10.4	Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.	
10.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified by the Purchaser, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.	

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11. Payment		
11.1	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.	
11.2	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.	
11.3	Payment will be made in South African Rand unless otherwise stipulated in SCC.	
12. Prices		
12.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid.	
13. Contract amendments		
13.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.	
14. Assignment		
14.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.	
15. Subcontracts		
15.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.	
16. Delays in the supplier's performance		
16.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract or Purchase Order.	
16.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.	
16.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.	
16.4	The right is reserved to procure outside of the contract small Quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.	
16.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.	
16.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in	

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	<p>substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<p>17. Penalties</p>	
<p>17.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>	
<p>18. Termination for default</p>	
<p>18.1 The purchaser, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>	
<p>18.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>	
<p>18.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p>	
<p>18.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p>	
<p>18.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p>	
<p>18.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction; and</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p>	

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	<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
18.7	<p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
19.	<p>Force Majeure</p>
19.1	<p>Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>
19.2	<p>If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
20.	<p>Termination for insolvency</p>
21.1	<p>The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
22.	<p>Settlement of Disputes</p>
22.1	<p>If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p>
22.2	<p>If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>
22.3	<p>Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p>
22.4	<p>Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
23.	<p>Limitation of liability</p>
23.1	<p>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p>

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<p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment</p> <p>24. Governing language</p> <p>24.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English</p> <p>25. Applicable law</p> <p>25.1 The contract shall be interpreted in accordance with South African laws.</p> <p>26. Notices</p> <p>26.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice</p> <p>26.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> <p>27. Taxes and duties</p> <p>27.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>27.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted goods to the purchaser.</p> <p>27.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p> <p>28. National Industrial Participation (NIP) Programme</p> <p>28. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>		
NAME OF YOUR COMPANY (IN BLOCK LETTERS)		
SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)		DATE

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NAME OF PERSON SIGNING (IN BLOCK LETTERS)	
CAPACITY	
ARE YOU DULY AUTHORISED TO SIGN THIS TENDER?	
COMPANY REGISTRATION NUMBER	
VAT REGISTRATION NUMBER	
POSTAL ADDRESS (IN BLOCK LETTERS)	
CONTACT PERSON	
TELEPHONE NUMBER	
FAX NUMBER	
CELLPHONE NUMBER	
E-MAIL	
TYPES OF BUSINESS	
PRINCIPAL BUSINESS ACTIVITIES	