

**TERMS OF REFERENCE
FOR
THE PROVISION OF TRAVEL MANAGEMENT SERVICES OVER A PERIOD OF 36
(THIRTY-SIX) MONTHS**

RFQ REF: NDA19/FIN09/17

BRIEFING SESSION	A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 14TH SEPTEMBER 2017 @ 11H00 to 12H30
VENUE	NDA HEAD OFFICE, MAIN BOARDROOM
CLOSING DATE CLOSING TIME	26 SEPTEMBER 2017 14H00
SUBMISSION OF DOCUMENTS	All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is: 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box which is at the main entrance and accessible 24/7. <i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i>
SUPPLIER ENVELOPES	The supplier's envelope/s MUST clearly have the description of the RFQ " The provision of Travel Management Services " A TWO-ENVELOPE system will be used for the submission of quotations: Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 11.1 of this document. Technical Envelope This envelope must contain all info listed in section 11.2 of this document.
LATE BIDS	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

Contact person for Commercial queries is: Ms Khanyi Mngomezulu on 011 018-5537/0791269278 between 08h30 to 17h00 on weekdays.

Contact person for Technical Queries is: Ms Nyali Morailane on 011 018-5537 between 08h30 to 17h00 on weekdays.

Queries can also be sent in writing to tenders@nda.org.za

Closing date for the submission of queries: 18 September 2017 @ 12h00



RFP NO:	NDA19/FIN09/17
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide **ON-SITE / OFF-SITE** travel management service to the **[institution name]** at the following total amounts (including VAT)

Template 1: Transaction Fee (On-Site)

R		
-	(incl. VAT)	

In words:

Template 2: Transaction Fee (Off-Site)

R

-

(incl. VAT)

In words:

Template 3: Management Fee (On-Site)

R

-

(incl. VAT)

In words:

Template 4: Management Fee (Off-Site)

R

-

(incl. VAT)

In words:

We undertake to hold this offer open for acceptance for a period of **180 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the **[Institution Name]**

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

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

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

Email:.....

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1 OVERVIEW OF NDA

The National development Agency is a public entity listed under Schedule 3A of the Public Finance Management Act (PFMA). It was established in terms of the National Development Agency Act No 108 of 1998 as amended.

Our mandate

In terms of the National Development Agency (NDA) Act (Act No 108 of 1998 as amended), NDA was mandated to contribute towards the eradication of poverty and its causes by granting funds to civil society organizations (CSOs) to:

- Implement development projects in poor communities, and
- Strengthen the institutional capacity of other CSOs that provide services to poor communities.

Our mission

Facilitate sustainable development by strengthening civil society organizations involved in poverty eradication through enhanced grant funding and research.

Our vision

A society free from poverty.

Our values

- Integrity
- Dignity
- Empowerment
- Accountability & Responsibility
- Transparency
- Excellence
- Partnering

2 PURPOSE OF THE RFP

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

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

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

3 DEFINITIONS

Lodge Card	A credit card which is specifically designed purely for business travel expenditure.
Management Fee	The fixed negotiated fee payable to the Travel Management Company (TMC) in regular instalments for the delivery of travel management services, excluding any direct service fee not included in the management fee structure (visa, refund).
Service Level Agreement	A contract between the TMC and the Entity that defines the level of service expected from the TMC.
After-hours Service	Refers to a travel request that is actioned after normal working hours, i.e. 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
Authorising Official	The employee who has been delegated to authorise travel in respect of travel requests and expenses.
Third party fees	Fees payable to third party service providers that provide travel related services on an ad hoc basis that is not directly provided

	by the TMC.
Transaction fees	Fixed negotiated fee charged for each specific service type e.g. international ticket, charged per type per transaction per traveller.
Value Added Services	Services that enhance or complement the general travel management offering.

4 COUNTER CONDITIONS

Bidder's attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions will result in the invalidation of such bids.

5 FRONTING

Government supports the spirit of broad based economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.

6 SUPPLIER DUE DILIGENCE

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

7 PRESENTATIONS

NDA will invite shortlisted service providers for presentations as part of the bid evaluation process. The invitation will outline what the presentation should entail.

8 CONTRACT DURATION

The successful bidder will be appointed for a period of 36 (thirty-six) months with an option to renew in NDA's sole discretion for an additional 24 (twenty-four) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

9 SCOPE OF WORK

9.1 TMC Requirements

NDA is currently using a system called Business Portal to manage requisitions and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process.

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

- a) Provide NDA with travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction.
- b) Provide comprehensive local and international travel arrangements and bookings on behalf of the NDA that include but are not limited to inter alia accommodation, flights, car hire, and shuttle service.
- c) Arrange conference/workshop venues and/or packages (on ad hoc request basis).
- d) Achieve significant cost savings for NDA without any degradation in the services.
- e) Professional processing and administration of passports, visas and international drivers' licenses, travel insurance etc.
- f) Appropriately contain traveler risk.
- g) Provide NDA with monthly travel management reports.
- h) Reconcile invoices with NDA requisitions and statements and submit invoices weekly.
- i) Timeously effect payment to service providers.
- j) Negotiate favorable deals, rates and flexibility with suppliers.
- k) Conduct monthly service quality feedback meetings.
- l) Perform all travel arrangements in terms of the NDA Travel policy.
- m) Provide 24/7/365 support.

- n) Provide a transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- o) Provide a minimum of five (5) employees that will be dedicated to the NDA account for support purposes.

9.2 Travel Volumes

The current NDA total volumes per annum includes air travel, accommodation, car hire, shuttle services, forex, conferences, etc. The table below details the number of transactions for the FY 2016/17 as follows:

Service Category	Estimated expenditure p/a
Air travel – Domestic, Regional & International	R5,8M
Car Rental – Domestic	R1,5M
Shuttle Services – Domestic	Incl. in the car rental
Accommodation – Domestic, Regional & International	R5,4M
Transfers – Domestic	Incl. in the car rental
Transfers – Regional & International	Incl. in the car rental
Bus/Coach bookings	Incl. in the car rental
Conferences/Events	R2,6M
GRAND TOTAL	R15,3M

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

9.3 Financial Management

- a) The TMC will be required to offer a 30-day bill-back account facility to NDA should a lodge card not be offered. Bill-back refers to the supplier sending the bill back to the TMC, who, in turn, invoices NDA for the services rendered.
- b) The TMC must to the extent possible, negotiate favorable rates with all travel service providers or implement the maximum rates established by the National Treasury where applicable.
- c) The TMC will be responsible for managing service provider accounts. This will include the timely receipt of invoices to be presented to NDA for payment within the agreed time period.

- d) Where prepayments are required for smaller Bed & Breakfast/Guest House facilities, these will be processed by the TMC. It should be noted that these are occasionally required at short notice and even for same day bookings.
- e) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to NDA's Financial Department on the agreed time period (weekly). This includes attaching the travel authorization and Purchase Order.
- f) Ensure travel supplier accounts are settled timeously.

9.4 Technology, Management Information and Reporting

- a) To provide a web based application for travel management at the service provider's cost.
- b) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- c) All management information and data input must be accurate.
- d) Upload all traveler profiles and maintain updates.
- e) The TMC will be required to provide NDA with a minimum of three 3 standards monthly reports that are in line with the National Treasury's cost containment instructions reporting template requirements at no cost. The reporting templates can be found on:
<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- f) Reports must be accurate and be provided as per NDA's specific requirements at the agreed time.

9.5 Value Added Services

The TMC must provide the following value added services:

- a) Travel alerts
- b) Health warnings
- c) Visa information
- d) Location of hotels and restaurants
- e) Complimentary services
- f) SMS notifications for travel confirmations
- g) Global travel risk management

9.6 Office Management

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

- a) Dedicated Senior consultants
- b) Intermediate consultants
- c) Finance Manager/Branch Accountant
- d) System Administrator
- e) Quarterly meetings with senior management

10 PRICING MODEL

NDA requires bidders to propose two pricing models being the transactional fee model and the management fee model. NDA will at their discretion select the best possible cost effective solution.

10.1 Transaction Fees

- a) The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
 - i. On-site option
 - ii. Off-site options
- b) The bidder must further indicate the estimated percentage split between traditional booking and on-line booking.

10.2 Volume driven incentives

- a) It is important for bidders to note the following when determining the pricing:
 - i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

- ii. No override commissions earned through NDA reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through the NDA volumes will be reimbursed to NDA;
- iv. TMCs are to book these negotiated rates or the best fares available, whichever is the most cost effective for the institution.

11 EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 11.1 Table 1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1	Technical Evaluation is divided into two: <ul style="list-style-type: none"> a) all requirements listed in 11.2 of this document. Total score will be 60. b) A presentation of a web based application. Total score will be 20. (Bidders are required to achieve the full mark in (a) to qualify for further evaluation) Bidders(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and BEE)	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

11.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of NDA's other critical requirements for this bid, bidders(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to bid – SBD 1	YES	Complete and sign the pro forma document
Tax Status Tax clearance certificate – SBD 2	YES	a) Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. b) Proof of Registration on the Central Supplier Database. c) In the event where the bidder submits a hard copy of the tax clearance certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD4	YES	Complete and sign the supplied pro forma document.
Preference point claim form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of bidder's past Supply Chain Management practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of independent bid determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder compliance form for functional evaluation	YES	Complete and sign
Registration on Central supplier database (CSD)	NO	The TMC must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	YES	i. Bidders are required to submit their international Air Transport Association (IATA) licence/certificate (certified copy) at closing date. ii. No third party IATA licences will be permitted.

11.2 Technical Evaluation Criteria = 80 points

All bidders are required to respond to the technical evaluation.

Only bidders that have met the Pre-qualification criteria in 11.1 will be evaluated in 11.2 for functionality. Functionality will be evaluated as follows:

Functionality		Maximum Points Achievable	Minimum Threshold
	Allocated points	80	70
IATA certification 11.3.1 (a)	4		
TMC 5-years or more servicing Government clients 11.3.1 (b)	10		
TMC requirements listed in section 11.3.1 (c)	15		
Financial Management requirements listed in section 11.3.1 (d)	6		
Technology requirements listed in section 11.3.1. (e)	16		
Value added services requirements listed in section 11.3.1. (f)	4		
Office Management requirements listed in section 11.3.1 (g)	5		
Presentations 11.3.1.(h)	20		
TOTAL SCORE			

11.3 Price and BBEE Evaluation (80+20) = 100 points

Only bidders that met the 80-point threshold in 11.2 will be evaluated in 11.3 for price and BBEE. Price and BBEE will be evaluated as follows:

11.3.1 Clarification of the allocation of points

a) IATA Certification (Total score: 4)

4 full marks will be obtained when a copy of the certification is attached and zero (0) marks when there is no certificate or certification belongs to another company, not the bidding company.

b) TMC Experience (Total score: 10)

10 full marks will be obtained when TMC has 5 years' experience in services Government clients. Lesser marks will be obtained if this is not the case. Experience

MUST strictly be in a form of a letterhead, providing details of services rendered and signed by a duly authorised person.

c) Requirements listed (Section 11.3.1 “C” with Total score: 15)

Each item in this section will obtain 15 marks.

d) Financial Management Requirement (Section 11.3.1 “D” with Total score: 6)

6 full marks will be obtained on presentation of previous/current record of ability to perform requirements listed on this section.

e) Technology Requirements (Section 11.3.1 “E” with Total score: 16)

The 16 marks will be allocated as follows:

- 8.4.1 = 6 marks
- 8.4.2 = 2 marks
- 8.4.3 to 8.4.6 will get 2 marks each

f) Value Add services (Section 11.3.1 “F” with Total score: 4)

The entire section is valued at 4 marks.

g) Office Management (Section 11.3.1 “G” with Total score: 5)

Each item in this section will score one (1) mark.

h) Presentations (Total score: 20)

Four (4) shortlisted service providers will be invited for presentations to a panel. This process will be after an evaluation by the NDA’s Bid Evaluation Committee. The requirements of the presentation will be communicated to the shortlisted service providers on the invitation letter.

In terms of regulations 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

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

a) Price Evaluation (80 Points)

Criteria	Points
Price Evaluation	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

b) B-BBEE Evaluation (20 Points)

B-BBEE Points allocation

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

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	7
5	6
6	5
7	4
8	3
9	2
10	1
Non-compliant contributor	0

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

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD6.1); and
- B-BBEE Certificate

c) Joint Ventures, Consortiums and Trusts

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

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

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

d) Sub-contracting

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

The following is an extract from the PPPFA Act:

11(8) “A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract.”

11(9) “ 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.”

e) Stage 2 of Evaluation (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated.

12 CONTRACT PRICE ADJUSTMENTS

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation.

STATS SA TABLE 141 (CPI), Table E	Table E – All Items
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13 SERVICE LEVEL AGREEMENT (SLA)

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

NDA reserves the right to vary the proposed draft SLA Indicators during the course of negotiations with a bidder by amending or adding thereto.

Bidder(s) are requested to:

- a) Comment on draft SLA Indicators and where necessary, make proposals to the indicators;
- b) Explain each comment and/or amendment; and
- c) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the SLA Indicators for ease of reference.
- d) NDA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to NDA or pose a risk to the organisation.

14 SPECIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- a) Award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000).
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To accept part of a tender rather than the whole tender.
- d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

15 NDA REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to:

- a) Act honestly, fairly and with due skill, care and diligence in the interests of NDA.
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services.
- c) Act with circumspection and treat NDA fairly in a situation of conflicting interest.
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with NDA.
- f) Avoidance of fraudulent and misleading advertising, canvassing and marketing.

- g) To conduct their business activities with transparency and consistently uphold the interests and needs of NDA as a client before any other consideration; and
- h) To ensure that any information acquired by the bidder(s) from NDA will not be used or disclosed unless the written consent of the client has been obtained to do so.

16 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

NDA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of NDA or any other government organ or entity and whether from the Republic of South Africa or otherwise (“Government Entity”):

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NDA’s employees;
- d) Makes or offers any gift, gratuity, anything of value or other inducement, to any of NDA’s employees in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- e) Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f) Pays or agrees to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
- g) Has in the past engaged in any matter referred to above; or

- h) Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

17 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

That any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NDA's employees standing bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that NDA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

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

18 PREPARATION COSTS

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

19 INDEMNITY

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

20 PRECEDENCE

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

21 LIMITATION OF LIABILITY

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

22 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. NDA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to NDA, or whose verification against the Central Supplier database (CSD) proves non-compliant. NDA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

23 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

24 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that

may arise out of or in connect with the subject matter of this bid, the bid itself and all processes associated with the bid.

25 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

26 CONFIDENTIALITY

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

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

Throughout this bid process and thereafter, bidder(s) must secure NDA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

27 NDA PROPRIETARY INFORMATION

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

28 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid RFP No: **NDA19/FIN09/17** the NDA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

29 ADDITIONS AND AMENDMENTS TO THE BID

- a) The NDA reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time. The NDA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- b) If the NDA exercises its right to change information in terms of clause (29 a) all amendments will be posted on the NDA website and participating bidders will have the responsibility to regularly monitor the NDA website to ensure access to such changes.
- c) The NDA will immediately disqualify a bidder from the bidding process if the bidder fails to notify the NDA of the conflict as required.



SBD 1

INVITATION TO BID

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

BID NUMBER: NDA19/FIN09/17

CLOSING DATE: 26 SEPTEMBER 2017

CLOSING TIME: 14:00

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY NOT BE POSTED

THEY MUST BE HAND DELIVERED TO:

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

26 WELLINGTON ROAD, PARKTOWN, 2193. THE TENDER BOX IS ACCESSIBLE 24/7

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

The bid box is generally open 24 hours a day, 7 days a week.

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

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 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 CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....
A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: NATIONAL DEVELOPMENT AGENCY

Contact Person: MS KHANYI MNGOMEZULU

Tel: 0110185518

Fax: N/A

E-mail address: tenders@nda.org.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: MRS NYALI MORAILANE

Tel: 0110185537

Fax: N/A

E-mail address: tenders@nda.org.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement 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.



SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

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

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

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

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

.....

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

2.8.1 If so, furnish particulars:

.....

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

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

4 DECLARATION

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

.....
 Signature Date

.....
 Position Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO
-----	----

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature	Date
Position	Name of Bidder

Js914w 2