

Warning against tender scams: The WRC urges members of the public to report any suspicious Request for Quotation, Purchase Order or Letter of Award to its Fraud Hotline on 0800 227 007 or email: confidential@wisecall.eu.com. If a request or procurement communication appears to be suspicious, suppliers are advised to contact the WRC Supply Chain Management office on 012 761 9300 to verify its authenticity



INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WATER RESEARCH COMMISSION (WRC)									
BID NUMBER:	WRC 002-2022/23		CLOSING DATE:	12 AUGUST 2022		CLOSING TIME:	11:00 AM		
BID VALIDITY	120 DAYS		BID ADVERTISEMENT DATE:	12 JULY 2022					
DESCRIPTION OF GOODS/SERVICES	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL, ACCOMMODATION AND FACILITIES SERVICES TO THE WRC FOR A PERIOD OF TWELVE (12) MONTHS								
BID RESPONSE DOCUMENTS PLUS DOCUMENTS SAVED IN A MEMORY STICK (USB) MUST BE DELIVERED TO:									
TENDER BOX, WHICH IS SITUATED AT WATER RESEARCH COMMISSION, BLOUKRANS BUILDING, LYNNWOOD BRIDGE OFFICE PARK; SECOND FLOOR.4 DAVENTRY STREET; LYNNWOOD MANOR; PRETORIA.									
BRIEFING SESSION DETAILS:									
NONE									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	SCM				CONTACT PERSON	SCM			
TELEPHONE NUMBER	012 761 9300				TELEPHONE NUMBER	012 761 9300			
E-MAIL ADDRESS	tenders@wrc.org.za				E-MAIL ADDRESS	tenders@wrc.org.za			
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE				NUMBER				
CELLPHONE NUMBER									
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:				OR	CENTRAL SUPPLIER DATABASE	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> [TICK APPLICABLE BOX] Yes <input type="checkbox"/> No				B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> [TICK APPLICABLE BOX] Yes <input type="checkbox"/> No			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]									
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]				b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						YES NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS TOGETHER WITH SAVED DOCUMENTS IN A MEMORY STICK (USB) MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
3. TOTAL BID PRICE
<p>TOTAL BID PRICE: R..... (Total bid price including VAT and any other charges) NB: Please note that all prices quoted should be inclusive of Value Added Tax (VAT) and Price Fluctuations (including exchange rates) for the duration of the contract. Where applicable the price should include Supply, Delivery, Maintenance, and any other costs relating to this bid. Furthermore, such prices should be presented in South African Rand (ZAR). Overheads and additional costs will be increased annually according to the latest available CPI rate. The Bid to be valid for 120 days.</p>

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

NAME AND SIGNATURE OF BIDDER.....

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

DATE.....

THE FOLLOWING PARTICULARS MUST BE FURNISHED
--

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using sub-contractors:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following: <i>(to be completed for each partner)</i>	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors: <i>(to be completed for each sub-contractor)</i>	
Name of subcontractors:	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

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

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

SIGNATURE OF BIDDER (duly authorised)

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: The SCM Manager
Tel: 012 761 9300
E-mail address: tenders@wrc.org.za

CONDITIONS AND UNDERTAKINGS BY BIDDER

- 1.1 **The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing Bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. WRC will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to WRC on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 1.3 I/We agree that -
- 1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by WRC during the validity period indicated and calculated from the closing hour and date of the Bid;
- 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our 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) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this bid?

Name of Bidder [company name] (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

Telephone Number:.....

Fax Number

Cell Number:

Email Address

INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of Water Research Commission (WRC).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from WRC.
- 1.3 All copyright and Intellectual Property herein vests with WRC.

2 Introduction

2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
 - 2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, WRC intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (80/20).

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within WRC be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFB. WRC reserves the right to place responses to such queries on the website.

Name	Type of Query	Email address
Supply Chain Management	Bid Queries	tenders@wrc.org.za

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than **08 August 2022 at 11h00**.

Questions/enquiries received after **11h00 on 08 August 2022 will** not be considered.

Bidders are not allowed to contact any other WRC staff in the context of this tender other than the indicated official under 2.3.1.

2.4 Bid Documents

- 2.4.1 Bids must be **hand delivered or (if couriered) reach and be submitted into the WRC TENDER BOX** by no later than **11h00 on 12 August 2022**. Service provider must ensure that their couriered documents are deposited to the WRC tender box on or before the closing date and time of the bid. WRC will not take responsibility of couriered tender document not found in the tender box on the closing date and time.
- 2.4.2 Bid documents must contain **one original document, initialed on each page, PLUS documents saved in a memory stick (USB)**. **No CDs will be accepted.**

3 General rules and instructions

3.1 Confidentiality

- 3.1.1 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of WRC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent WRC’s confidential information coming into the possession of unauthorized third parties. In protecting the receiving party’s confidential information, WRC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.1.5 Any documentation, software or records relating to confidential information of WRC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 3.1.5.1 Shall be deemed to form part of the confidential information of WRC;
- 3.1.5.2 Shall be deemed to be the property of WRC;
- 3.1.5.3 shall not be copied, reproduced, published, or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated

in; and

- 3.1.5.4 Shall be surrendered to WRC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 **News and press releases**

- 3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with WRC.

3.3 **Precedence of documents**

- 3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations, or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter, and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that WRC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by WRC.
- 3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of WRC as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the WRC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 **Preferential Procurement Reform**

- 3.4.1 WRC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, WRC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 3.4.2 WRC shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2017 to this proposal.
- 3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).

3.5 **Security clearances**

- 3.5.1 Employees and subcontractors of the Bidders **may** be required to be in possession of valid security clearances to the level determined by NIA or/or WRC commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.6 Occupational Injuries and Diseases Act 13 of 1993

- 3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. WRC reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to WRC.

3.7 Instructions for submitting a proposal.

- 3.7.1 **One (1) original hard copy** plus a **memory stick (USB)** with saved submitted tender document with its attachments shall be submitted on the date of closure of the Bid.

- 3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

- 3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

- 3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format** and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **The Supply Chain Management Unit**.

- 3.7.4 Bid must be submitted on or before **12 August 2022 not later than 11h00**. The bids must be dropped in the tender box at **the Water Research Commission, Bloukrans Building Lynnwood bridge Office Park; Second floor; reception, 4 Daventry Street; Lynnwood manor; Pretoria**.

Bidders are urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the reception. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register and be deposited in the tender box. Bidders must advise their courier companies of this instruction.

- 3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.

- 3.7.6 Bids received after the time stipulated shall not be considered.

- 3.7.7 Bid responses sent by courier remains the responsibility of the service provider to ensure that their bid document indeed reached this office (WRC) at least before the closing date and that it is registered on the bids received register and deposited to the tender box. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective Bidders.

- 3.7.8 **No proposal shall be accepted by WRC if submitted in any manner other than as prescribed above.**

4 Reasons for disqualification

- 4.1 WRC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- 4.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;

- 4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
- 4.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;
- 4.1.5 Bidders who received information not available to other bidders through fraudulent means;
- 4.1.6 Bidders who do not comply with *mandatory requirements* as stipulated in this RFP.
- 4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
- 4.1.8 Bidders who are listed on the National Treasury's database of restricted suppliers

5 Closing of Bid

- 5.1 There shall be no public opening of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of WRC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
- 5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation

- 6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.
- 6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.

7 Oral presentations and briefing sessions

- 7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to WRC. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. WRC shall schedule the time and location of these presentations. Oral presentations are an option of WRC and may or may not be conducted.

8 Evaluation Criteria for BEE

- 8.1 Points awarded for B-BBEE Status Level of Contribution
- 8.2 The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 8.3 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.

8.4 Preference points for this bid shall be awarded for:

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

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

- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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.

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, WRC indicates: -

- (i) Whether the bids will be evaluated on functionality;
- (ii) The evaluation criteria for measuring functionality;
- (iii) The weight of each criterion; and
- (iv) The applicable values as well as the minimum threshold for functionality

FUNCTIONAL / TECHNICAL EVALUATION CRITERIA

This bid will not be evaluated on Functionality, Price and Preference evaluation will apply.

9.2 Price and preference evaluation criteria

Subsequent to the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the **80/20** PPPFA principle and the points for evaluation criteria are as follows:

Price points	80
Preferential points/BEE	20
Total	100 points

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.

10. BIDDING CONDITIONS

10.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a ☐) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

10.2 A "Not Comply" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A ☐ under "Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does not accept the content of the applicable paragraph. A "Not Comply" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non-Comply".

It is mandatory for the bidders to comply with the following bid conditions.

10.3 The following bid conditions will govern the contract between the WRC and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
10.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
10.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which WRC reserves the right to review and extend the contract for further period/s at the WRC's discretion.		
10.3.3 The fees will be negotiated.		
Interpretation of requirements	ACCEPT	NOT ACCEPT
10.3.4 The Bidder/s shall accept WRC's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and WRC.		
10.3.5 Should any dispute arise as a result of this of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and WRC's, it shall be dealt with in terms of paragraph 3.0 of this document.		
10.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
10.3.7 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
10.3.8 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		

Selection	ACCEPT	NOT ACCEPT
10.3.9 WRC reserves the right to evaluate and consider any Bids that do not comply strictly to this RFP.		
10.3.10 Acceptance of any Bids will only indicate, without any obligations on the part of either WRC and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
10.3.11 WRC reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
10.3.12 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to WRC and not necessarily on the basis of lowest price or any other criteria.		
10.3.13 Should WRC consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required.		
10.3.14 Should WRC consider it necessary, WRC will visit the Bidder/s customer sites.		
10.3.15 WRC reserves the right:		
10.3.15.1 to cancel this RFP at any time;		
10.3.15.2 not to accept any Bids;		
10.3.15.3 to accept one or more Bids for further negotiation and;		
10.3.15.4 To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Copyright	ACCEPT	NOT ACCEPT
10.3.16 The specifications are the intellectual property of WRC.		
10.3.17 The contents of any specifications are the property of WRC and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		

Precedence	ACCEPT	NOT ACCEPT
10.3.18		

All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
<p>10.3.19</p> <p>If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is:</p> <ul style="list-style-type: none"> • Statutory and mandatory requirements, • This bid document, • Contract Conditions. 		

Alternative suppliers	ACCEPT	NOT ACCEPT
<p>10.3.20</p> <p>The Bidder accepts that the WRC will have the right to contract with any other Service Provider for provision of services not covered by this specification.</p>		
<p>10.3.21</p> <p>Bidder must also submit: A written statement to the specification of WRC by the bidder, that none of his personnel have any involvement or interest in the bidder's business.</p>		

Submission of Bid	ACCEPT	NOT ACCEPT
<p>10.3.22</p> <p>WRC will also reject an offer if the Bidder/s fail to complete the compliance Certificate/s in the format as described in paragraphs 10.1.1 and 10.1.2.</p>		

Service approval	ACCEPT	NOT ACCEPT
<p>10.3.23</p> <p>The Procuring of the Services shall not take place until WRC has given final approval of all procedures.</p>		

Additional Criteria	ACCEPT	NOT ACCEPT
<p>10.3.24</p> <p>WRC will evaluate the bids against the following criteria:</p> <ul style="list-style-type: none"> • Compliance to the Specifications/ Functionality • Price • Economic Empowerment • Compliance to Bid Condition 		

Black Economic Empowerment	ACCEPT	NOT ACCEPT
<p>10.3.25</p> <p>WRC has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will form an important part of the evaluation criteria to be used. WRC reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.</p>		

Addenda	ACCEPT	NOT ACCEPT
10.3.26		

In the event that modifications, clarifications or additions to the RFP become necessary, all Bidders will be notified, in writing, addenda to this RFP.		
Preparation Costs	ACCEPT	NOT ACCEPT
10.3.27 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFP will become WRC property unless otherwise stated by the Bidder/s at the time of submission.		
Confidential Material	ACCEPT	NOT ACCEPT
10.3.28 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
Payment Terms – Local Creditors	ACCEPT	NOT ACCEPT
10.3.29 Payments of invoices will be effected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> WRC has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to WRC by the 5 th of each month.		

Please note that the following clauses of WRC conditions and Procedures governing the Procurement of Services.

10.4 **CONTRACT TERMINATION**

- 10.4.1 Contract/s with a successful Bidder/s may be terminated by the WRC on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered. The WRC, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the WRC and the successful Bidder. In this instance the WRC shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation and shall not be held liable for any damages or losses based on such a termination of the contract.

10.5 **DISPUTE RESOLUTION**

- 10.5.1 All disputes arising out of this RFP or relating to the legal validity of this RFP or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:
- Negotiation, in terms of paragraph 10.5.3; failing which
 - Mediation, in terms of paragraph 10.5.4; failing which
 - Arbitration, in terms of paragraph 10.5.6.
- 10.5.2 Paragraph Clause 10.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 10.5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

- 10.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.
- 10.5.4 If negotiation in terms of paragraph 10.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 10.5.5 The periods for negotiation (specified in paragraph 10.5.3) or for referral of the dispute for mediation (specified in paragraph 10.5.4), may be shortened or lengthened by written agreement between the parties.
- 10.5.6 In the event of the mediation contemplated in paragraph 10.5.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 10.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 10.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.
- 10.5.9 The arbitration shall be held at Sandton, South Africa, in English.
- 10.5.10 The South African law shall apply.
- 10.5.11 The parties shall be entitled to legal representation.
- 10.5.12 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 10.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFP.
- Both parties shall comply with all the provisions of the RFP and with all due diligence during the determination of such dispute should the latter arise during the course of the RFP.

10.6 PAYMENT TERMS - LOCAL CREDITORS

- 10.6.1 Original, detailed, correct, and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the Fund after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.
- 10.6.2 Tax invoices and all necessary supporting documents contemplated in 10.6.1 above must be submitted to the Fund by the 1st (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise, payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.

- 10.6.3 No penalty interest shall be permitted to be charged in the event of the requirements referred to in 10.6.1 and 10.6.2 above not being complied with.
- 10.6.4 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.
- 10.6.5 Payment shall furthermore be subject to the Fund's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

10.7 **TERMINATION**

- 10.7.1 The following clause will be applicable to all contracts entered into/orders placed by WRC:

If, at any time during the currency of this Bid and subsequent contract/order, WRC in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to WRC whether in any negotiations preceding the conclusion of, or in the execution of this RFP or any other agreement between the parties,

Then WRC shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, WRC shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, WRC be indebted to the other party for any amounts whatsoever, WRC shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by WRC. NO payment by WRC to the other party after the lapse of such period shall preclude WRC thereafter, from recovering from the other party any such damages as it may have suffered.

10.8 **SPECIFIC INFORMATION REQUIRED**

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

10.9 **COPIES REQUIRED**

It is a condition that the Bidder/s shall furnish an offer comprising of one original for the supply of products and services enumerated in this Request for Bid Document. The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. WRC shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all copies.

10.10 **DUE DILIGENCE**

Bidder/s should supply Financial Information.

10.10.1 GENERAL VENDOR INFORMATION

The following general information is required from the prospective vendor:

10.10.2 NAME OF COMPANY/TRADING AS:

- Postal Address
- Street Address
- Telephone and facsimile numbers

10.10.3 COMPANY HEAD OFFICE:

- Postal Address
- Street Address
- Telephone and facsimile numbers
- Contact person
- List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust
- List of shareholders (**Certified** original copies of individual share certificates/**certified** original copies of Cipro registration document indicating members with percentage interest).
- Date of registration – [if applicable]
- Company registration number. – [if applicable]

10.10.4 Draw or attach the organizational structure of your company:

Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.

10.10.5 Basic functional structure, i.e. the administrative section of your company with which WRC will be dealing on a day-to-day basis.

10.10.6 Valid Tax Compliance as verified via Central Supplier Database Compliance History Report – **Compulsory to submit CSD Compliance History Report as obtainable from CSD website – www.csd.gov.za**

10.11 INFRASTRUCTURE

- Would you describe your business as international, national or regional?
- List all branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

10.12 ACTIVITY AND SERVICE PROFILE

10.12.1 Detailed description of main field of expertise/area of operation of company.

10.12.2 Range of services offered.

10.12.3 Reference list of some contracts completed during the last 5 years, including value, duration, location and contact persons.

10.12.4 List of current contracts and value thereof. Submit a list of current contracts, contact person and contract numbers. Has any contract with your company ever been cancelled by a client? If YES, provide details.

10.13 TRAINING CAPABILITIES

10.13.1 Does your company have any in-house training capabilities? (Infrastructure)

10.13.2 If YES, provide an overview of:

- Activities included in this process (in-house training).
- Method used for evaluating the effectiveness of the in-house training capabilities to ensure the required level of service is maintained.

10.13.3 What training is done by the company?

10.13.4 What type of training is done for you by other companies and who are these companies? (Provide details please)

10.13.5 What type of continuing/supplementary training is done by the company? Give details of subjects, schedules, etc.

10.13.6 Do you have staff in your training department employed on a contract basis? If YES, give details.

10.14 **MANAGEMENT AND SERVICING**

10.14.1 Please supply a full description of how the company is organized together with an organization organogram.

10.14.2 Please indicate a breakdown of staff compliment into management/ supervisors/ administration/ other services (specify).

10.14.3 Please provide details of qualifications and selection process with regards to management/supervisory expertise in the company.

10.14.4 Are all these personnel employed on a full-time basis? If not, provide details.

Annex A: SPECIFICATION/ TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL, ACCOMMODATION AND FACILITIES SERVICES TO THE WRC FOR A PERIOD OF TWELVE (12) MONTHS

1. SPECIAL INSTRUCTIONS TO VENDORS

Scope of work shall form part of the contract.

Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within seven (07) days after publication of the bid.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

2. BACKGROUND TO THE PROJECT

The Water Research Commission (WRC) is a national public entity (Schedule 3A) established in terms of the Water Research Act (Act No 34 of 1971). The organization is a dynamic hub for water and sanitation knowledge, innovation and intellectual capital which provides leadership and supports the research, development and innovation of water and sanitation solutions.

WRC requires the services of a reputable travel management company to assist with the provision of travel, accommodation and facilities services to the WRC for a period of twelve (12) months.

3. TRAVEL MANAGEMENT SERVICES

The WRC seek to appoint a service provider for the provision of travel, accommodation and facilities services to the WRC for a period of twelve (12) months.

4. TRAVEL MANAGEMENT SERVICE REQUIREMENTS

4.1 DELIVERABLES AND REQUIREMENTS

The successful bidder will be required to provide travel management services. Deliverables are the following:

- 4.1.1 The travel services will be provided to all Travellers travelling locally and internationally. This will include all WRC officials, and any other person authorised by the WRC, travelling on official business on behalf of the WRC where the agreement is that the WRC is responsible for the arrangement and cost of travel.
- 4.1.2 Provide travel management services during normal office hours (08:00 – 17:00 Monday to Friday) and provide after hours and emergency services as stipulated in paragraph 4.7.
- 4.1.3 The TMC must familiarise themselves with current WRC travel business processes, Travel Policy and implementation of controls to ensure compliance.

- 4.1.4 The TMC must familiarise themselves with current travel suppliers and negotiated agreements that are or could be in place between the WRC and third parties. Assist with further negotiations for better deals with travel service providers.
- 4.1.5 The TMC must maintain a travel management system for the WRC to update their travellers' profiles.
- 4.1.6 The TMC must manage the third-party service providers by addressing service failures and complaints against these service providers.
- 4.1.7 The TMC must provide reference letters from at least three (3) contactable existing or recent clients within the past five (5) years which are of a similar size to the WRC.
- 4.1.8 Bidder(s) must be a fully accredited member/s of Association of South African Travel Agents (ASATA) and International Air Transport Association (IATA) with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements. Proof of such membership, a certified copy must be submitted with the bid. Non-membership to ASATA and IATA or submitting an invalid membership certificate will automatically disqualify the bidder(s).
- 4.1.9 Bidders must note that National Treasury might, from time to time, enter into agreements with vehicle rental companies, accommodation establishments and airlines in order to obtain economies of scale benefits for the State. These agreements must be honoured by the appointed Travel Service Provider.

4.2 RESERVATIONS

The Travel Management Company will:

- 4.2.1 Receive travel requests from Travellers and or travel bookers, respond with availability, quotations and confirmations. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the Traveller and travel booker via the agreed communication medium.
- 4.2.2 Always endeavour to make the most cost-effective travel arrangements based on the request from the Traveller and/or travel user.
- 4.2.3 Acquaint themselves of all travel requirements for destinations to which Travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- 4.2.4 Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- 4.2.5 Book the negotiated discounted fares and rates where possible.
- 4.2.6 Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the Traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 4.2.7 Book parking facilities at airports where required for the duration of the travel.
- 4.2.8 Respond and process all queries, requests, changes, and cancellations timeously and accurately.
- 4.2.9 Be able to facilitate group bookings such as for meetings, conferences, and events.
- 4.2.10 Issue all necessary travel documents, itineraries, and vouchers timeously to Traveller(s) prior to departure dates and times.
- 4.2.11 Advise the Traveller of all visa and vaccination / immunisation requirements well in advance.
- 4.2.12 Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 4.2.13 Facilitate any reservations that are not bookable on the Global Distribution System (GOS).

- 4.2.14 Facilitate the bookings that are generated through their own or third-party Online Booking Tool (OBT) where it can be implemented.
- 4.2.15 Note that, unless otherwise stated, all requested services including domestic, regional and international travel bookings shall be processed through the TMC.
- 4.2.16 TMC will be expected to assist with the Visa application.
- 4.2.17 Ensure that negotiated airline fares, accommodation establishment rates, car rental rates that are negotiated directly on behalf of WRC or established by National Treasury are non-commissionable, where commissions are earned for the WRC bookings all these commissions should be returned to the WRC on a quarterly basis.
- 4.2.18 Ensure confidentiality in respect of all travel and related arrangements.
- 4.2.19 Timeous submission of proof that services have been satisfactorily delivered (invoices) as per the service level agreement concluded with the WRC

4.3 AIR TRAVEL

- 4.3.1 The TMC must be able to book full-service carriers as well as low-cost carriers.
- 4.3.2 The TMC will book the most cost-effective airfares possible for domestic travel.
- 4.3.3 For international flights, the airline which provides the most cost effective and practical routings may be used.
- 4.3.4 The TMC should where practical obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 4.3.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- 4.3.6 Airline tickets must be sent electronically through sms or email format to the Traveller(s) and travel bookers promptly after booking well before the departure times.
- 4.3.7 The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 4.3.8 The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the WRC and provide a report on refund management once a quarter.
- 4.3.9 The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 4.3.10 Ensure that Travellers are always informed of any travel information regarding airlines such as baggage policies, checking in arrangements.
- 4.3.11 Assist with lounge access if and when required.

4.4 ACCOMMODATION

- 4.4.1 The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 4.4.2 The TMC where practical obtain three written price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the Traveller. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the WRC's Travel Policy.
- 4.4.3 Where possible, the Travellers should stay at accommodation establishments with which the WRC has negotiated corporate rates. Should there be no rate agreement in place in the destination, or

should the contracted establishment be unable to accommodate the Traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the Traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or the WRC.

- 4.4.4 The TMC must ensure that accommodation is booked in a suitable and habitable establishment. The WRC reserves the right to insist on alternative accommodation at no penalties or additional booking fees should it be found that the accommodation did not meet the requirements.
- 4.4.5 Accommodation vouchers must be issued to all the WRC Travellers for accommodation bookings and must be invoiced to the WRC as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 4.4.6 The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- 4.4.7 Cancellation of accommodation bookings must be done promptly to guard against "no show" and late cancellation fees. The WRC in some instances requires cancellation of accommodation at short notice due to operational requirements, the TMC should as far as possible secure accommodation with establishments which will not charge penalties for cancellation.

4.5 BOOKING OF VENUES AND OTHER FACILITIES

- 4.5.1 The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 4.5.2 The TMC where practical will obtain three price comparisons from venues and establishments that provide the best available rate within the maximum allowable rate. This includes planning, booking, confirming and amending of venue with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the WRC's Travel Policy.
- 4.5.3 The TMC must ensure that the venues that are booked are fit for purpose. In case where the venue is found unsuitable, the WRC reserves the right to request an alternative venue at no additional cost.
- 4.5.4 The TMC must during their reporting period provide proof, where applicable, that the venues were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

4.6 CAR RENTAL AND SHUTTLE SERVICES

- 4.6.1 The TMC where practical will obtain three price comparisons from car rental and shuttle services companies.
- 4.6.2 The TMC will book the approved category vehicle in accordance with the WRC Travel Policy with the appointed car rental service provider from the closest rental location such as airport, hotel and venue.
- 4.6.3 The travel consultant should advise the Traveller on the best time and location for collection and return of the vehicle considering the Traveller's specific requirements.
- 4.6.4 In exceptional circumstances, the TMC should facilitate the delivery and collection of the vehicle to and from the Traveller.
- 4.6.5 The TMC must ensure that relevant information is shared with Travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents as well as insurance.
- 4.6.6 For international travel, the TMC must offer alternative ground transportation to the Traveller that may include rail, buses, car rental and transfers.

- 4.6.7 The TMC will book transfers in line with the WRC Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus, trains and coach services.
- 4.6.8 The TMC should manage shuttle companies on behalf of the WRC and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- 4.6.9 The TMC must during their contract period provide proof that negotiated rates were booked.

4.7 AFTER HOURS AND EMERGENCY SERVICES

- 4.7.1 The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 4.7.2 A dedicated consultant/s must be available to assist Travellers with after hours or emergency assistance.
- 4.7.3 After hours' services must be provided outside the official hours (16:30 to 08:00) from Monday to Friday and twenty-four (24) hours on weekends and Public Holidays.
- 4.7.4 A call centre facility or after hours contact number should be available to Travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 4.7.5 The TMC must have a standard operating procedure for managing after hours and emergency services with in the first working day after the service was rendered.

5. PRICING

This bid will be evaluated on 80/20 preferential points.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

Contract period of twelve (12) months.

7. PREFERENTIAL PROCUREMENT POINTS ALLOCATION

80/20 points system will shall be applied for this project in line with applied PPPFA regulation 2017.

7.1 EVALUATION CRITERIA

The bid will be evaluated in accordance with the PPPFMA as follows:

Phase 1: Screening of minimum requirement Criteria - Only bidders that have complied with the minimum screening requirements may be eligible for further evaluation.

Phase 2: Pre-qualification requirement Criteria - Only bidders that have complied with the set pre-qualification requirements will be eligible for further evaluation.

Phase 3: Specification Compliance Criteria – Only bidders that meet the set specification criteria will be evaluated further for commercial phase.

Phase 4: Commercial - Price on 80 points and BBBEE on 20 points

Phase 5: Due Diligence – The WRC reserves the rights to conduct a due diligence exercise on the top 2 or more bidders that scored highest points in commercial evaluation.

7.1.1 Phase 1 A: Screening of minimum requirement Criteria

*In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements*

WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.

- Bid forms must be properly received on the bid closing date and time specified on the invitation.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of a Valid SARS Tax Clearance Certificate together with Supplier SARS Tax Compliance Status Verification PIN to enable Water Research Commission to verify Tax Compliance status on SARS eFiling.
NB: Bidders whom their Tax matters are not in order will not be considered for this bid.
- Submission of fully completed Pricing Schedule (Services - SBD 3.3),
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate),
- Submission of the original or certified B-BBEE Status Level Verification Certificate or original B-BBEE Sworn Affidavit in case of EME and QSE)
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract
- Service providers must be registered on CSD prior to submission of the tender document to the WRC.
Submission of Central Supplier Database (CSD) Compliance History Report to confirm compliance.

7.1.2 Pre-qualification requirements Criteria

Bidders must submit the **mandatory** documents / proof which would sufficiently cover the pre-qualification requirements below. **Failure to comply with the pre-qualification criteria will result in the bid being deemed as non-responsive and will not be further evaluated.**

Bidders are required to submit the below listed requirements in order to comply with this phase of the evaluation; failure to comply with the pre-qualification shall lead to immediate elimination. Only bidders who complied with the listed requirements will proceed to the next phase of evaluation.

- 7.1.2.1 The TMC must provide reference letters from at least three (3) contactable existing or recent clients within the past five (5) years which are of a similar size to the WRC (100 employees eligible to use these services – travel management services). Proof of such contactable reference letters must be submitted with the bid. Not submitting the requested 3 reference letters will automatically disqualify the bidder(s).
- 7.1.2.2 Bidder(s) must be a fully accredited member/s of Association of South African Travel Agents (ASATA) and International Air Transport Association (IATA) with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements. Proof of such membership, a valid copy must be submitted with the bid. Non-membership to ASATA and IATA or submitting an invalid membership certificate or any form of proof of affiliation will automatically disqualify the bidder(s).

Documents to be submitted / attached:

Submit the requested 3 reference letters (Attach any form of proof of reference letters)	State the page / reference where the letters are attached: _____
Association of South African Travel Agents (ASATA) (Attach any form of proof of affiliation)	State the page / reference where the proof of affiliation is attached: _____
International Air Transport Association (IATA) (Attach any form of proof of affiliation)	State the page / reference where the proof of affiliation is attached: _____

7.1.3 Phase 3: Specification Requirements Compliance

NB: Qualification Threshold – Bidders must achieve full compliance with the below listed specification requirements. Bidders who fail to comply with the set specification compliance per the below requirements WILL be eliminated and bidders who comply with the below will progress to the next stage of evaluation.

Specification requirements to be complied with.	See paragraph	Service provider to tick to confirm their full compliance of each listed requirements under each category as listed under paragraph 4 above.
DELIVERABLES AND REQUIREMENTS	4.1	<p>I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.1: _____ (tick here to confirm compliant)</p> <hr/> <p>If not fully compliant, state the reason why:</p> <hr/> <hr/>
RESERVATIONS	4.2	<p>I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.2: _____ (tick here to confirm compliant)</p> <hr/> <p>If not fully compliant, state the reason why:</p> <hr/> <hr/>
AIR TRAVEL	4.3	<p>I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.3: _____ (tick here to confirm compliant)</p> <hr/> <p>If not fully compliant, state the reason why:</p> <hr/> <hr/>
ACCOMMODATION	4.4	<p>I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.4: _____ (tick here to confirm compliant)</p> <hr/> <p>If not fully compliant, state the reason why:</p> <hr/> <hr/>
BOOKING OF VENUES AND OTHER FACILITIES	4.5	<p>I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.5: _____ (tick here to confirm compliant)</p> <hr/> <p>If not fully compliant, state the reason why:</p> <hr/> <hr/>
CAR RENTAL AND SHUTTLE SERVICES	4.6	<p>I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.6: _____ (tick here to confirm compliant)</p> <hr/> <p>If not fully compliant, state the reason why:</p> <hr/> <hr/>

AFTER HOURS AND EMERGENCY SERVICES	4.7	I/We (the supplier) confirm that we fully comply with all requirements under paragraph 4.7: _____ (tick here to confirm compliant) <hr/> If not fully compliant, state the reason why: <hr/> <hr/>
---	-----	--

NB: Failure to fully comply with the above specification requirements will lead to disqualification.

7.1.4 Phase Four (4): Price and Preference (B-BBEE) Evaluation Phase

Service Providers who complied with set minimum threshold will be evaluated under Price and B-BBEE phase to determine the highest scoring bidder for recommendation.

Commercial - Price 80 and B-BBEE 20

This bid will be evaluated on 80/20 preferential points

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to BBEE	20/100	Points will be awarded to bidders according to their BBEE status level of contributor as indicated in the BBEE accreditation certification as indicated below:
BBEE LEVELS		SCORES
Level 1		20
Level 2		18
Level 3		14
Level 4		12
Level 5		8
Level 6		6
Level 7		4
Level 8		2
Non- compliant Contributor		0

The bidder who obtains the highest total points on PRICE and B-BBEE claimed points shall be awarded the contract.

7.1.5 Due diligence

WRC reserves the right to conduct a due diligence exercise to the top scoring bidder or more in commercial and technical compatibility. WRC reserves the right to perform the due diligence exercise by verifying the information provided in the proposal submitted and seeking clarity with the bidder where necessary and reference check to ascertain that the recommended bidder has the capability to execute the project.

Annex B: PRICING SCHEDULE – FIRM PRICE

This annexure should be completed and signed by the Bidder's authorised personnel as indicated below:

- 1 Please indicate your total bid price here: R.....(12 months total amount)
- 2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**
- 3 **NOTE: All prices must be VAT inclusive (15%) and must be quoted in South African Rand (ZAR).**
- 4 Are the rates quoted firm for the full period of the contract?
- 5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

YES	NO
-----	----

Basis of adjustment:		
Cost Breakdown:		

6

The cost of delivery, etc. must be included in this proposal.	Comply	Not comply	Not Applicable
Substantiate / Comments			

7

Yearly increases in the maintenance cost must be clearly indicated.	Comply	Not comply	Not Applicable
Substantiate / Comments			

8

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply	Not Applicable
Substantiate / Comments			

The bidder must indicate clearly which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply	Not Applicable
Substantiate / Comments			

10

			Not Applicable
All additional costs must be clearly specified.	Comply	Not comply	
Substantiate / Comments			

11

The following increases can be requested from the WRC but would be subject to the necessary approvals: Statutory wage increases announced in the Government Gazette. Annual tariff increase (percentage per year)	Comply	Not comply	Not Applicable
Substantiate / Comments			

Price Declaration Form

To: WRC,

Having read through and examined the Tender Document, Tender no. **WRC-002-2022/23** the General Conditions, The Requirement and all other Annexes to the Tender Document, we offer to the **provision of travel management services for a period of twelve (12) months** as the RFP, for the total tendered contract sum of:

R_____ (including VAT)

In Words: _____ (including VAT)

We confirm that this price covers all activities associated with the rendering of the **provision of travel management services for a period of twelve (12) months** We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you 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 tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons,

other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Email

Cell No

Annex C : Attach a valid SARS Tax Clearance Certificate together with Supplier SARS Tax Compliance Status Verification PIN to enable Water Research Commission to verify Tax Compliance status on SARS eFiling

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.

Annex E : Complete the SBD 6.1 Preference Claim Form in terms of Preferential Procurement Regulations 2017

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**

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE	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 PREFERENCE POINT SYSTEMS

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

Based on the final bidder price provided, the following formula was used to award points on price evaluation:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right); \text{ where}$$

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 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		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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 certificates, 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-BBE 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.....

.....

.....

Annexure F: Submission of the Original or Certified copy of B-BBEE certificate or original Sworn Affidavit certificate in case of EME or QSE

Annex I: Record of Addenda

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been taken into account in this tender offer.

ADDENDUM No	DATE RECEIVED	TITLE OR DETAILS

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

Annex J: General Conditions of Contract

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if Applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
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4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
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27.	Settlement of disputes
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29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

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 anything 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 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “ 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.
 - 1.13 “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.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "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.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries 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.
- 1.25 "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, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf, of the purchaser in connection therewith, to any person other 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
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 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. Performance Security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk.
Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 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.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents	10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	10.2	Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services		<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	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.

- 15.2 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, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 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.
- 16.3 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 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, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 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.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

21. Delays in the supplier's performance

- 21.1 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.

- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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 without the application of penalties.
- 21.6 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 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.

22. Penalties

- 22.1 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.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (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.
- 23.2 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.

- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 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.

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.
- 25.2 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.
- 26. Termination for insolvency**
- 26.1 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.
- 27. Settlement of Disputes**
- 27.1 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.
- 27.2 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (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
 - (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.

29.	29.1	The contract shall be written in English. All correspondence and other document pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	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 service of such notice
	31.2	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.
32. Taxes and Duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	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.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Annex K: Submit the Central Supplier Database Compliance History Report (CSD Report)
