



**KWAZULU-NATAL
LEGISLATURE**
AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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SUBJECT: APPOINTMENT OF A SERVICE PROVIDER FOR TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR THE KWAZULU-NATAL LEGISLATURE FOR THREE (3) YEARS

Date 28 March 2024

BID NUMBER:KZNL 1/2023

Company Registration No. _____

Type of Bidder (Tick One Box)	
One-person Business/Sole Trader	
Close Corporation	
(Pty) Ltd	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

RETURN OF PROPOSAL

**Proposal must be deposited in the Bid Box situated at Ground Floor,
KZN Legislature, 244 Langalibalele Street
PIETERMARITZBURG 3201**



KWA-ZULU-NATAL LEGISLATURE

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SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 1/2023** CLOSING DATE: **02 May 2024** CLOSING TIME: **11:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, AND ACCOMMODATION FOR THE KWAZULU-NATAL LEGISLATURE FOR THREE (3) YEARS

CONTRACT PERIOD: THREE YEARS (36 MONTHS)

VALIDITY PERIOD: 120 WORKING DAYS

A tender briefing session will be held on 09 April 2024 at 10h00 via Microsoft Teams. Interested bidders are requested to forward their email addresses and the company's name to tenders@kznleg.gov.za by 08 April 2024.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service

BID DOCUMENTS DELIVERED BY HAND OR COURIERED MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
Ground Floor, KZN Legislature
244 Langalibalele Street
PIETERMARITZBURG
3201

THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:
MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS)
08:00 TO 16:00

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

FACSIMILE NUMBER _____ CODE _____ NUMBER _____

E-MAIL ADDRESS _____

VAT REGISTRATION NUMBER _____

CENTRAL SUPPLIER DATABASE (CSD) NO. _____

HAS A VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES NO

(SPECIFIC GOALS VERIFICATION CERTIFICATES AND DOCUMENTS MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES NO
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: R.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr. N Ngcamu
Tel: 033 355 7548
E-mail address: ngcamun@kznleg.gov.za

ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:

Contact Person: Adv. K Masondo
Tel: 082 886 2593
E-mail address: masondok@kznleg.gov.za

SECTION B

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid tax clearance certificates with pin. (Where required, individual company profiles must be included).
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. The Legislature reserves the right to appoint more than one service provider.
23. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance with the conditions and bidding rules contained therein.
26. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction
28. Registration on the National Treasury's Central Supplier Database (CSD) is compulsory. For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

**SECTION D
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

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.

related enterprise whether or not they are bidding for this contract?

YES/NO

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.

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.

- 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

SECTION E

SBB 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to invitations to tender:

- 90/10 preferential points system above R50 000 000 (all applicable taxes included)

- a) The applicable preference point system for this tender is the **90/10 preference** point system.
- b) The **90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 **The maximum points for this tender are allocated as follows:**

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

P min

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. Failure to indicate will result in not scoring points)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Supporting Documents
25% black owned	05 points		ID of the directors of the companies with CK Document of the company, valid BBBEE certificate.
Company parameters must be within, KZN Province	05 points		proof of residence (lease, CSD report, water bill of the company, letter from the councillor etc)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

4.6. 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 claim
- iv) ed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

(This information is required for statistical purposes only)

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PARTNER/ PROPRIETOR/SHARE -HOLDER/TRUSTEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/T RUST/ CO-OPERATIVE	MALE/ FEMALE	HANDI- CAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/N O	% OF TIME DEVOTED TO THE FIRM

SECTION F
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**SECTION G
AUTHORITY TO SIGN A BID**

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....,
Mr/Mrswhose
signature appears below) has been duly authorised to sign all documents in connection with this
bid on behalf of (Name of Company).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

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

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

We, the undersigned partners in the business trading as.....
hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of (*company name*)

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

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

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

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

(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITENSS:- 2

E. CO-OPERATIVE

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

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

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

SIGNED ON BEHALF OF CO-PERATIVE:.....
(PRINT NAME)

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

WITNESSES: 1 WITENSS:- 2

F. CONSORTIUM

If a bidder is a consortium, a copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on 20

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium)

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITNESS: - 2.....

G. JOINT VENTURE

If a bidder is a joint venture, a copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

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

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

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

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

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

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

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

SECTION H (SBD 8)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home pg</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:.....		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:.....		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:.....		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:.....		

CERTIFICATION

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

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

Signature

Date

Position

Company Name

SECTION I (SBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Signature

Date

.....

.....

Position

Name of Bidder

.....

.....

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.

SECTION J

SPECIAL CONDITIONS OF CONTRACT

PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS

1.ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2.RESERVATION OF RIGHTS

The KZN Legislature reserves the right to-

- a) invite bidders to make presentations regarding any aspect(s) of the bid before final selection;
- b) appoint more than one service provider;
- c) call for the best and final offers from shortlisted bidders before final selection;
- d) verify information and documentation of any bidder;
- e) carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f) enter into price negotiations with the preferred bidder;
- g) not to consider any proposal not suitably endorsed or comprehensively completed as well as the right to accept a proposal in whole or in part;
- h) cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such.

3.BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except for contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4.VAT

- 4.1. Bid prices must be inclusive of VAT.
- 4.2. A bidder must submit a tax invoice in respect of payments in terms of the contract. The tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - (a) The name, address and registration number of the supplier;
 - (b) the name and address of the recipient;
 - (c) an individual serialized number and the date upon which the tax invoice is issued;
 - (d) a description of the goods or services supplied;
 - (e) the quantity or volume of the goods or services supplied;
 - (f) either –
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

5.CHANGE OF ADDRESS

Bidders must advise the KwaZulu-Natal Legislature should their address (domicilium citandi et executandi)

details change from the date of bidding.

- 6. COMMUNICATION**
All correspondence about this bid must be addressed to:
THE HEAD OF SUPPLY CHAIN MANAGEMENT
KZN LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG
3200

7.COMPLETION OF SPECIFICATION

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

8.COMPLETENESS OF BID

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

9.OTHER CONDITIONS OF BID

- 9.1.** The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2.** No bid received by telegram, telex, facsimile or email will be considered.
- 9.3.** The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4.** Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
- (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
 - (c) Name, address and telephone number of their bankers together with their bank account number.
 - (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5.** In cases where a bidder enters business for the very first time, the following particulars shall be provided:
- (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?

9.6. The successful Bidder must–

- a) comply with all specifications and standards outlined in the specifications;
- b) comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
- c) use and adopt reasonable professional techniques and standards in providing
- d) the services;
- e) monitor project implementation against set targets, costs and time frames;
- f) provide the services with all due care, skill and diligence;
- g) ensure continuity of services to the KZN Legislature;
- h) ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;
- i) where appropriate, appoint a project manager, who must, in addition to managing the project, **serve as**

- a single point of contact between the KZN Legislature and the successful bidder;
- j) ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
 - k) ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
 - l) upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and
 - m) immediately upon receipt of a notice from the KZN Legislature, promptly re-execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non-conformity.

10. PAYMENT CONDITIONS

- a) The Service Provider must submit an invoice for any payment to be made. Subject to paragraph 10.2, the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- b) Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- c) Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider;
- d) No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- e) The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature, an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- f) In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a) the Service Provider has the capacity and resources to render the services as specified;
- b) on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;
- c) the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is a breach of the contract;
- d) no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
- e) it is the owner of, or has a good title to all goods or services delivered in terms of this contract; and
- f) it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider if the KZN Legislature has reason to believe that the Bidder or service provider-:

- a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the KZN Legislature;
- b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
- c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
- d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
- e. breaches any applicable South African National Standards (SANS), legislation or policy; or
- f. failed to fulfil its contractual obligations in terms of the contract.

13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:

If the service provider –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

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

14.2. Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act in accordance with the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service Provider.

15. JOINT VENTURES

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

- 15.2. Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16. EXECUTION CAPACITY

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

17. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

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

18. TAX OBLIGATIONS

- 18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 18.2. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.
- 18.3. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.
- 18.4. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in accordance with the KZN Legislature SCM Policy.

19. REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20. EQUAL BIDS

- 20.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 20.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21. LATE BIDS

- 21.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

22. NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of a bid shall be in writing by a duly authorized official of the KZN Legislature.
- 22.2. Bid results will be advertised on the same media platforms used for the advertisement of the tender invitation.

23. AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24. VALIDITY PERIOD AND EXTENSION THEREOF

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

25. SECURITY VETTING:

Security vetting will be carried out by the KZN Legislature on all personnel involved in the contract.

26. BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27. CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28. AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29. EXTENSION OF CONTRACT

- 29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of the contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.
- 29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however, such period may not exceed the initial contract period.

30. IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B- SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period: 36 Months

2. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

ANNEXURE A

SPECIFICATIONS

BID NUMBER: KZNL 1/2023

**TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR
HIRE, AND ACCOMMODATION FOR THE KWAZULU-NATAL
LEGISLATURE FOR 3 YEARS**

1. BACKGROUND AND INTRODUCTION

- 1.1 The KwaZulu-Natal Legislature (KZNL) wishes to enter into an exclusive agreement with a Travel Agency whereby all arrangements for travel and accommodation bookings by the KZNL are referred to this service provider. This arrangement will include a service level agreement, which will be for 3 years (36 Months).
- 1.2 The KZNL requires that accommodation, car hire, and air travel including charter flights in respect of its Members and Staff be made by a Travel Agency, with due consideration.
- 1.3 The travel and accommodation arrangements will only be for official reasons and in the interest of the KZNL.

2. OVERVIEW OF REQUIREMENTS

The KZNL is inviting suitably qualified service providers who are registered with IATA and ASATA, for the rendering of excellence in quality, innovative and cost-effective travel services, and related products to the KZNL's Members and Staff.

KZNL is seeking to appoint and partner with a Travel Management Company that will explore the most beneficial financial opportunities through an innovative and flexible approach to travel management. While the KZNL's corporate objective of cost reduction is paramount, travel is a personal experience and hence personal service is vital.

It is expected that the appointed service provider will customize its services for the KZNL Members and Staff as much as possible to ensure the highest level of customer satisfaction, with proactive participation in advising and guiding prospective travelers.

3. OBJECTIVES OF THE AGREEMENT

- 3.1 The envisaged contract shall address the following objectives:
 - To ensure the efficient and effective facilitation of traveling and accommodation booking requirements for the relevant components within the KZNL;
 - To consolidate the KZNL's traveling and accommodation expenditure for all components within the KZNL in the Province of KwaZulu-Natal in various management reports;

- To ensure that the most economical traveling and accommodation means are utilized;
- To ensure where required, suitable facilitation of conference bookings as requested by the KZNL; and
- To ensure that provincial priority objectives are attained with respect to the traveling service sectors.

4. Scope of Work

4.1 It is required of the contractor to:

- Facilitate the traveling (road and air), accommodation bookings and where applicable conference arrangements for the KZNL, immediately on request, for trips within and outside the borders of the Republic of South Africa.
- Have a facility to render a professional corporate travel agency to the KZNL and ensure a **24-hour service** to facilitate amendments to travel arrangements, emergency travel and accommodation booking arrangements, etc.
- Accommodate the special needs (as confirmed with Travel Desk Officer) of the KZNL Members and Staff in the arrangement of traveling and accommodation bookings and where applicable the facilitation of suitable touring arrangements for visiting delegation(s).
- Render travelling solutions to the KZNL, such services will be rendered from the travel agency offices and an Accounts Manager whom KZNL can liaise with to manage the account.
- Implement, co-ordinate the entire travel management based on the diversity of the individual's travel needs of KZNL Members and Staff:
 - (a.) The travel agency must commit to give individual solutions within the KZNL's internal policies with the necessary flexibility to fulfill the KZNL's requirements as and when required.
 - (b.) The travel agency will be required to provide operational business processes that are tailored to meet the location and service range as required by KZNL, with the widest choice available.
 - (c.) Provide detailed itineraries, including airports information.
 - (d.) The travel agency will also be required to continuously identify improvements in terms of costs and deliver innovative solutions to KZNL.
 - (e.) The travel agency must provide efficient, trained, capable, competent, and dedicated personnel and an Accounts Manager to perform the required services.
 - (f.) Contingency plan with regards to personnel (Accounts Manager) and an ability to provide services during interruptions.
 - (g.) The travel agency will be required to make reservations with car rental companies,

taking into consideration KZNL's internal policies.

- (h.) The travel agency must be able to negotiate optimal rates with car rental companies, airlines and accommodation establishments and review rates in conjunction with KZNL's policies.
 - (i.) The travel agency must have the capability of amending confirmed reservation should the need arise.
 - (j.) The travel agency will be required to arrange for both national and international shuttle services to and from the airports.
 - (k.) The successful travel agency may be required to conduct random workshops and / or information session to KZNL Members and Staff.
 - (l.) The Travel Agency must advise travelers when reservations have been confirmed and electronically send all tickets, travel documents and vouchers timeously to travelers prior to departure dates.
 - (m.) The travel Agency must always endeavor to make the most cost-effective arrangements and reservations, taking cognizance of the convenience of the KZNL's Members and Staff. The Travel Agency must be able to offer advice and alternative plans for consideration by the traveler.
- Provide of management of:
 - (a.) Spreadsheets detailing travel by cost center, division, and users
 - (b.) Spend analysis (charges made) etc.
 - (c.) Reconciliation of KZNL accounts to be performed by accounting staff of the travel agency and
 - (d.) Any other value adding reports.
 - Provide the following additional services when requested:
 - (a.) Passport / Visa assistance – Visa applications and courier services to and from the embassies/consulates, who are to provide all necessary assistance to KZNL Members and Staff in this regard to ensure that visa applications proceed smoothly and that the KZNL's business travel is not affected by the lack of Visas on international trips.
 - (b.) Conferences – to organize packages including accommodation and transfers.
 - (c.) Arrange foreign currency for the travelers. Foreign currency purchases from the approved service provider must be attended to in accordance with the currency requested and approved on the Trip Request. The Travel Agency will complete the necessary documentation (as required by the SA Reserve Bank) on behalf of the traveler.

5. BID REQUIREMENTS

The appointed Travel Agency will be required, within reason, to always assist the KZNL's Travel Desk Officer concerning travel, and accommodation arrangements. Each requirement must thus be dealt with in such a manner, that the most cost-effective service (travel accommodation) is arranged to satisfy the requirements.

It is to be noted that bulk procurement of airline tickets must be done in the most cost-effective manner, ensuring the KZNL of the best possible discounts (lowest transaction fee).

6. OVERALL REQUIREMENTS

The KZNL's requirements for domestic or international travel, and accommodation cover the following in total or part of it; i.e.:

6.1 Air travel on an ad-hoc basis

Planning, arrangement and changing of air travel bookings through the appointed Travel Agency.

6.2 Accommodation

Planning, booking, and changing accommodation with any acceptable hotel or other available establishment, for example guesthouse where such a requirement is referred to the Travel Agency.

7. SUPPORT SERVICES

7.1 In respect of support services, the KZNL's requirements are as follows:

7.1.1 **Travel Agency Offices**

It is required that a comprehensive Travel Agency service profile including administrative support functions be provided. An office within the main distribution centers with the infrastructure and supporting system is required.

7.1.2 **Delivery Service**

All air tickets and travel documentation including vouchers shall be timeously delivered, and or e-mailed to the correct Travel Desk Officer of the KZNL who issued an order, as well as to the service provider (e.g., hotel or B&B) who will be providing the service required by the KZNL.

7.1.3 24-hour Service

Personnel from the Travel Agency must be available on a 24-hour basis, as and when required, so that unexpected changes to a travel and/or accommodation booking can be made.

7.1.4 Management Reports

Management reports on detailed expenses incurred per month for each service shall be submitted to the KZNL within seven (7) days of the following month for monitoring and auditing purposes. The reports must reflect detailed amounts per Debtors Account and reflect a breakdown of each service.

Specific reports required are orders outstanding (reflected per order number), invoices outstanding and a general statement of accounts (per account) indicating payments exceeding 30 days, 60 days, and more than 90 days as well as one consolidated account for the KZNL including age analysis.

8. RESPONSIBILITIES

8.1 Travel Desk Officer

The Travel Desk Officer will be responsible for arrangement of travel and accommodation requirements, giving the Travel Agency the necessary details so that the required travel and accommodation requirements are understood. In this regard, the following would have been considered:

- (a.) Official nature of travel, accommodation and other requirements;
- (b.) Departure and arrival points/dates and type of required travel and/or accommodation; and
- (c.) Any other specific requirements relating to, for example, passenger classes in an aircraft to be provided, etc.:
 - (i) Giving the Travel Agency an official order in writing to authorize the issue of the required travel documentation. The official order will be generated prior to each service and, in exceptional cases, on the following day; and
 - (ii) Initiate payment after receipt of the detailed invoice and any supporting documentation.

8.2. Travel Agency

The Travel Agency will be responsible for the following:

- (a.)When making bookings for travel and accommodation, preferences must be given to the instruction issued by the Travel Desk Officer or his/her nominee, in respect of the following:
 - (i) Dates,
 - (ii) Routes,
 - (iii) Preferred airlines,
 - (iv) Passenger class,
 - (v) Preferred seating and estimated costs for air travel, and
 - (vi) Hotel facilities, location, availability of parking facilities, distance from the airport, public transport, etc. for accommodation.
- (b.)When required, touring logistics, day to day activities for visiting delegation or guests of the KZNL.
- (c.)Advance travel plans where a variety of travel routes, accommodation is to be provided.
- (d.)Timeous delivery to the Travel Desk Officer or his/her nominee or points of delivery/collection, of all the required travel documentation, for example, vouchers in respect of accommodation, etc.
- (e.)Timeous submission of required management reports.
- (f.) Names and telephone numbers of offices and agencies, with whom liaison exists outside South Africa, must be made available upon request. The names, cellular as well as landline telephone numbers of personnel available 24-hour basis must be made available to the KZNL.
- (g.)Ensure confidentiality in respect of all travel, accommodation arrangements concerning all persons of the KZNL.
- (h.)Ensure continued negotiations with all service providers to the benefit of the KZNL.
- (i.) Must not issue any travel documentation, except after receipt of an official order in writing from the Travel Desk Officer or his/her nominee of the KZNL or in exceptional cases, the following day.
- (j.) Maintaining traveler profiles in respect of all travelers in a format prescribed by the KZNL. Providing the KZNL with a quotation prior to any order being generated. Such quotation shall clearly reflect the charges of the hotel/car hire company/ B&B establishment etc. as well as reflecting the additional charges of the Travel Agency. The latter charges must appear separately on the quote.

- **NOTE:** The above (item I) excludes urgent cases where bookings are made against the 24-hour toll-free line. In such cases a quotation will not be required. However, an order must be issued. (In such exceptional circumstances e.g. after hours, if changes to arrangements are required to be made by the travel agent, verbal request from a duly authorized official may be received and an order placed as soon as practically possible thereafter).

9. DOCUMENTARY PROOF

Documentary proof of standard tariffs must be obtained by the Travel Agency and be made available to the KZNL on request but in any event with the submission of the bid. In addition, documentary proof must be provided for all other benefits negotiated and submitted with the offers.

10. SPECIAL CONDITIONS

The following special conditions apply to this bid:

Where an entity forms a joint venture or a consortium with other entity(ies), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceedings from the assignment.

The KZNL agrees to keep the terms of this bid and details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law. Copyright of the methodology, standards, systems and any other materials developed by the bidder during this project will rest solely with the KZNL.

11. COMMISSION OR HANDLING CHARGES / TARIFFS

- 12.1 Details of the commission or handling charges are to be included as an addendum to the bid documents and submitted on or before the closing time and date of the bid, in the specified delivery format.
- 12.2 Details of the possible discounts (if any) are to be included.
- 12.3 Commission or handling charges must be of a fixed rate for the first twelve months, subsequent annual escalation rates should be indicated.

REQUIREMENTS OF THE CONTRACT

RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, AND ACCOMMODATION FOR THE KWAZULU-NATAL LEGISLATURE

A. SERVICE DELIVERABLES

1. The Travel Agency will be required to provide an efficient, timeous service for the booking and invoicing of all accommodation, travel requirements for the KZNL's Members and Staff undertaking official business.
2. The Travel Agency must have facilities to distribute vouchers, tickets and other forms of ticketing timeously, within 3 hours of a request. **In exceptional circumstances, this time period may be required to be less.**
3. The Travel Agency must arrange and change/amend accommodation bookings on instructions from the Travel Desk Officer. Each accommodation voucher handed to the Travel Desk Officer must contain the following:
 - The personal details of the traveler;
 - The booking details; and
 - The limit of the KZNL's liability.
4. The Travel Agency must also fax or e-mail the relevant vouchers to the Service Provider (e.g. Hotel, B&B establishment) as well as to the Travel Desk Officer of the KZNL.
5. The Travel Agency is to facilitate transport arrangements that will cover air, train and bus travel as well as car hire, including shuttle and chauffeur services where specifically requested.
6. Any charge to be levied by the Travel Agency to the KZNL in respect of flight bookings must be in accordance with ASATA/ IATA travel rates. The Travel Agency must negotiate contracts with service providers of accommodation and transport on a contract basis, to gain maximum cost benefit which must be passed on to the KZNL.
7. Conscious effort must be made to target and utilize "HDI's" who are involved in the travel industry.

8. The Travel Agency must ensure that no adverse effect on service delivery is experienced by the KZNL.
9. The Travel Agency must derive its income for accommodation and transport based on the pre-contracted commission agreements with the service providers, (i.e. the total of the invoice supplied to the Travel Desk Officer at the same amount invoiced to the KZNL).
10. The Travel Agency must negotiate its own terms of settlement with accommodation and transport providers.
11. Each order must be invoiced separately (unless a group booking is made, which does not fall under the auspices of Subsistence and Transport Allowances) clearly quoting the relevant order number. In the case of group bookings such as with conferences, the KZNL will generate a specific order for which an invoice must be submitted. The invoice is to also quote the KZNL order number.
12. The Travel Agency will be required to accept that settlement must be made within 30 calendar days of receipt of the corrected invoice. Payment will not be made against invoices which are under dispute until such time that the matters under dispute have been resolved.
13. With regards to accommodation, the KZNL's liability will be limited to what has been booked per order which will normally be dinner, bed and breakfast.

Delivery of air tickets/accommodation vouchers:

14. All air tickets/accommodation vouchers must be delivered to a Travel Desk Officer within the day the call is made, unless the e-ticket facility is being used.

Air Travel:

15. The Travel Agency must plan, arrange and change air travel bookings on instruction from the Travel Desk Officer.

Car Hire:

16. The Travel Agency must provide details of car hire company contracted with to ensure that super cover insurance is provided. The Travel Agency must ensure that proper arrangements are

made to have a car available and KZNL is not found to be arranging a separate contract with the car hiring company. The Travel Agency must also ensure that no separate invoice is issued by the car hiring company to the KZNL.

Supplier Discounts:

17. The successful Travel Agency will be required to negotiate supplier discounts on behalf of KZNL and pass any commission received from the third party to the KZNL.

Training:

18. The Travel Agency will provide free training to the Travel Desk Officers nominated by the KZNL on the booking procedure to be followed.

International Requirements:

19. The service provider must be able to liaise with international agencies in respect of any travel/flight/ accommodation aspects or emergencies.

1. RETURNABLE DOCUMENTS

Prospective Service Providers must provide information in the under-mentioned sequence.

1.1 Approach, methodology, and understanding of the scope of work demonstrating capacity and implementation plan.

1.2 Capacity to manage operations.

1.3 Reference Projects with contactable references.

1.4 The following information must also be furnished:

1.4.5 Company registration certificate

1.4.6 Proof of affiliation with professional bodies (where applicable)

1.4.6 Company profile containing the following.

a. Service provider name and address

b. Company / organisational structure

c. Commencement date of business

d. Certificate of Incorporation

e. Service provider contact details Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the service provider organisation responsible for leading the bid process and to whom all correspondence should be directed.

f. Submit CV/s of proposed staff member/s to be allocated for this project, including years of experience.

2. CONDITIONS OF BIDDING

- a) The service provider must be a single legal entity with all other necessary expertise secured via subcontract, or under a joint venture arrangement.
- b) Bids must be submitted in South African Rands, on a fixed price basis and must be inclusive of VAT.
- c) The Legislature is not bound to accept any of the bids submitted and reserves the right to call for best and final offers from short-listed bidders before final selection.
- d) The KZNL reserves the right to call for presentations/interviews with short-listed bidders before final selection.
- e) Service providers may only ask for clarification on these terms of reference at the compulsory briefing session.
- f) Late submissions will NOT be accepted under any circumstances.

3. EVALUATION PROCESS

The Preferential Procurement Policy Framework Act, 2022 and Preferential Procurement Regulations, will apply in the evaluation and adjudication of this bid (90/10 preferential point system and specific goals). The KZN Legislature reserves the right not to accept any bid or part of bids as detailed above in “**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**” of the bid.

Due to the nature of this bid, 80/20 Or 90/10 preference point system and specific goals will not be used to calculate points for price, as there are no prices to calculate only the standard prices given. The bids will be evaluated for functionality as detailed below and will be evaluated and adjudicated as follows:

Phase 1: Compulsory Requirements

The Bid Evaluation Committee will assess compliance with the Compulsory Requirements as outlined in above. Bidders who do not comply with the compulsory requirements will be disqualified and will not proceed to Phase 2 in the bid evaluation process.

12. COMPULSORY REQUIREMENTS

Prospective Service Providers MUST provide information in the under-mentioned sequence and failure to submit it will result in disqualification.

Description	Yes	No
Company Profile		
Letter of Good Standing from Bankers (with a 10 Million balance /Bank confirmation of 10 million credit/ Combination of both balance and credit) The confirmation document must not be older than 30 days from the closing of the tender.		
Proof of registration with IATA		

Phase 2: Evaluation of Functionality

The evaluation of the bids must be conducted in the following two stages:

- a. A service provider who fails to score a minimum of 80 on functionality will be disqualified at this stage and will not proceed to the next stage of the evaluation process which is the preference point allocation stage.

EVALUATION CRITERIA

No.	Evaluation Criteria	Weight (Maximum Points)
1	<p>Approach and Methodology</p> <p>Detailed methodology and approach to explain how the scope will be executed</p> <p>Approach and Methodology:</p> <p>How do the bidders envisage undertaking this project's desired outcomes.</p> <ul style="list-style-type: none"> • The bidder only demonstrated that plan but the method to achieve the project outcomes was not indicated = 05 points • The bidder partially demonstrated how to achieve desirable outcomes, the plan was not clear and detailed on how they will assist the institution in achieving the project outcomes = 10 points • The bidder clearly demonstrated or provided a detailed methodology on how they will assist the institution in achieving the project outcomes = 15 points 	15

	<p><i>The bidder must submit the methodology and approach</i></p>	
<p>2</p>	<p>Experience, expertise and professionalism of the Account Manager</p> <p>The project manager/ Accounts manager must have experience in managing travel management accounts for a client as big as the KZN Legislature (300 employees):</p> <ul style="list-style-type: none"> ○ Less than 3 years experience in handling/managing travel management accounts – 05 points ○ 4 to 6 years experience in handling/ managing travel management accounts – 10 points ○ More than 7 years experience in handling or managing travel management accounts – 15 points <p><i>The bidder must submit the CV or Profile of the person (s) to be allocated for the KZN Legislature Account.</i></p>	<p>15</p>
<p>3</p>	<p>Capacity of the team</p> <p>Bidder must submit a minimum of three members during the day and a minimum of two team members after ours.</p> <p>Each Consultant must have a minimum of three years experience in the travel management field.</p> <p>If any of the team has less than three consultants during the day and two during after-hours or consultants with less than three years' experience then the bidder will score zero (0) points.</p> <p>Therefore, the bidder must meet all the stipulated requirements (number of team members and experience)</p> <p>Not meeting all the requirements – 0 points</p> <p>Meeting all the minimum requirements - 10 points</p> <p><i>The bidder must submit the CV or Profile of the consultants/person (s) to be allocated for the KZN Legislature Account.</i></p>	<p>10</p>

<p>4.</p>	<p>Financial capacity</p> <p>Financial position/stability (latest audited financial statements must be submitted)</p> <ul style="list-style-type: none"> • Debt to equity ratio more than 0.5 and above – 15 points • Debt-equity ratio less than 0.5 – 0 points 	<p>15</p>
<p>5.</p>	<p>Demonstrate fast turnaround times</p> <p>Ability to show how the bidder would handle expeditious delivery in times of emergency or crises.</p> <p>Utilization of advanced information technology to ensure efficient and expensive service delivery</p> <ul style="list-style-type: none"> • Evidence of the booking system being utilized. SMS and email notification of travel documents and vouchers – 05 points • No evidence of the booking system to be utilized – 0 points 	<p>05</p>
<p>6.</p>	<p>Quarterly and Annual travel reviews</p> <ul style="list-style-type: none"> • Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract – 05 points • Sample of report not submitted – 0 points 	<p>05</p>
<p>7.</p>	<p>Cost management</p> <p>Describe the detailed strategic cost savings plan for the contract duration. What items do you target for maximizing cost savings?</p> <p>Describe the Capability to Show Cost Savings alerts during Travel requests and the ability to track Out-of-Policy Bookings Trail in order for KZN Legislature to identify Trends and Traveler Behavior to Policy Compliance.</p> <p>Describe how you will assist the KZN Legislature to realise cost savings on annual travel spend.</p> <ul style="list-style-type: none"> • Plan has been submitted that Clearly outline how cost savings will be achieved – 05 points 	<p>05</p>

	<ul style="list-style-type: none"> Plan submitted partially cover on how cost savings will be achieved – 03 points No plan submitted/the submitted plan does not cover how cost savings will be achieved – 0 points 	
4	References & Track record Less than 2 to 1 reference letters - 10 points 3– 5 Reference letters - 15 points 6– 7 Reference letters - 20 points More than 8 reference letters - 30 points <i>Reference letters must be attached</i>	30
Minimum Threshold		80
Total		100

Price and Specific Goal Evaluation:

Thereafter the qualifying bids will be evaluated in terms of the 90/10 preferential point system and specific goals as indicated on page 13 in respect of the allocation of price and preference points. To qualify for specific goal points, the bidder must ensure that the supporting documents are attached.

Travel Volumes

The current KZN Legislature total volumes per annum include air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2022/ 2023 as follows;

Category	Trns	Tot Fare	% Split
International Air Travel	205	14,633,453	34.16%
Accommodation Domestic	3,289	9,662,301	22.56%
Conference Package	209	6,883,282	16.07%
Domestic Air Travel	1,005	5,350,708	12.49%
Accommodation International	90	2,815,377	6.57%
Corporate Management Fee	1,854	1,474,234	3.44%
Regional Air Travel	39	1,067,819	2.49%
Car Hire	65	525,909	1.23%
Transfers	39	233,321	0.54%
Food And Beverage	-	63,443	0.15%
Insurance	75	55,436	0.13%
Conference Venue Hire	2	33,554	0.08%
Transfers International And Cr	4	14,540	0.03%
Carhire Damages	1	9,451	0.02%
Food & Beverage	4	7,620	0.02%
Restaurant Reservation	2	1,054	0.00%
Air Charter Domestic	6	715	0.00%
Parking	2	155	0.00%
Grand Total	6,891	42,832,371	100.00%

Price and specific goals evaluation

Note: The figures are meant for illustration purposes to assist the bidders in preparing their proposal and for evaluation of price purposes.

FINANCIAL VIABILITY ASSESSMENT

A. SUPPLIER EVALUATION QUESTIONNAIRE

This questionnaire must be completed by all potential Bidder/s. This information is critical for Bidder/s evaluation purposes and must be completed honestly and accurately.

1.1 Complete names of your company’s five key customers in terms of average business conducted as a percentage of accounts receivable / total debtor book.

Customer					
% Receivable	0 - 20%	>20 - 40%	>40 - 60%	>60 - 80%	>80 - 100%

1.2 How often did your company experience industrial action incidence e.g. strikes, go-slows, etc. Please indicate the number of incidences by completing the relevant block

Past Year	Past Two Years	Past Three Years

1.3 Kindly indicate your company’s investment in productive resources (as a percentage of turnovers).

Resources	Training
% Turnover	

1.4 Indicate your company’s top management experience by ticking the relevant boxes below.

Experience					
Avg. Years	Less than 5years	5-10 years	10-15 years	15-20 years	over 20 years

1.5 Does your company have Electronic Data Interface Capabilities (EDI)? Please indicate by ticking the relevant box.

1.5.1 Does your company have electronic interfaces into customer applications?

YES	NO

1.5.2 Can information received from buyers be fed into your applications electronically?

YES	NO

1.5.3 Can your company provide information to buyers in electronic formats?

YES	NO

1.7 How long has your company been trading or in operation? Please tick the relevant block.

Less than 3 years	3 - 5 years	6 - 10 years	11 -15 years	Over 15 years

1.8 Financial position/ stability - Indicate the company's debt to equity ratio as per the latest audited Annual Financial Statements. The Legislature reserves the right to request a copy of the bidder's financial statement.

Debt to Equity ratio

We hereby confirm that above information has been completed to the best of our knowledge and that no attempt has been made to misrepresent or misstate the facts or answer as required by this questionnaire.

Company Name	
Surname & Initials	
Position	
Signature	
Date	

B. FEE STRUCTURES/SERVICE FEES (Price pages for bid purposes)

To evaluate all bids on the same basis, bidders are to complete the table hereunder. It will form part of the overall costing and evaluation of this bid. Bidders are to indicate prices for the first year and escalation percentages for the second and third years. Bidders are also advised that the KZNL will only make use of reputable air travel service providers as well as car hire shuttle services. Prices must be inclusive of VAT. For cost breakdown bidders are required to use the pricing template attached as annexure 1

No.	TOTAL COST
Total Cost for Year One Excluding Vat	
Total Cost for Year Two Excluding Vat	
Total Cost for Year Three Excluding Vat	
VAT	
TOTAL COST FOR THREE YEARS INCLUDING VAT	

Important Notes:

(a.) Please indicate your total estimated bid price here: R.....

(b.) To ensure accuracy on the price, bidders will be required to submit an electronic excel spreadsheet. The spreadsheet can be downloaded on the KZN Legislature website.

(c.) 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.

(d.) **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

(e.) Are the rates quoted form for the full period of the contract?

YES	NO
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(f.) **Mandatory: If not, provide details of the basis on which adjustments shall be applied e.g. CPI, and details of the cost breakdown.**

NB:

GENERAL CONDITIONS OF CONTRACT3

THE NATIONAL TREASURY

Republic of South Africa



**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.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. 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.

3 A copy of the complete document set containing the General Conditions of Contract is available on www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/

**GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practice

