

Make the future count

# THE FINANCIAL AND ACCOUNTING SERVICES SECTOR EDUCATION AND TRAINING AUTHORITY

# INVITATION TO TENDER: APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES FOR PROVISION OF TRAVEL MANAGEMENT SERVICES

# TENDER NO: FAS/SCM/SN/TRAVEL\_MANAGEMENT\_COMPANY

TRAVEL MANAGEMENT COMPANY

Closing Date: 04 August 2023

TIME: 11H00

Bidder Name:....

THE DETAILS AND CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND FOR CONSIDERATION AND RESPONSE BY THE RECORDED RECIPIENTS ONLY.



#### 1 Page

## **BID SUBMISSION**

FASSET is seeking to appoint suitably qualified and experienced panel of service providers for the provision of Travel Management Services. The panel will consist of a maximum of three (3) service providers who will, upon appointment provide services on rotational basis.

# A compulsory briefing session will be held on 21 July 2023 at 11H00 virtually. The meeting link will be made available on the website.

Completed tender submissions must be hand delivered / deposited into the Tender Box at the reception area of FASSET offices, located at 296 Kent Avenue, 1st Floor, Ferndale, Randburg for the attention of: "Assistant Manager: Supply Chain Management".

No submissions sent by e-mail or facsimile will be accepted, and no submissions after the closing date will be accepted.

Bidders are requested to make two (2) envelope submissions in hard copies. One (1) envelope marked "Functionality and the second (2) envelope marked Financial". In addition, both submissions must also be consolidated and submitted in one (1) electronic copy (memory stick, USB etc)

FASSET - ATTENTION: Assistant Manager: Supply Chain Management, 296 Kent Avenue, 1st Floor, Ferndale, Randburg, by no later than <u>11:00 am (eleven o'clock) on</u> <u>04 August 2023.</u>

Late submissions will not be considered. All enquiries are to be directed to Supply Chain Management Office at: (011) 476 8570 or Email: <u>tenders@fasset.org.za</u> or <u>Mathapelo.Makomene@fasset.org.za</u>.

Closing date and time for submission of tenders 04 August 2023 at 11:00 am

# PROPOSAL GUIDELINE

Bidders are advised that their proposal should be comprehensive, concise, written in plain English, legible and simply presented. The proposal should include:

Envelope one: Technical/Functional Proposal – one (1) original, one (1) hard copy and one (1) electronic copy (memory stick, USB etc)

- Introduction and executive summary.
- Company profile and brief CVs of key personnel to be used or suitable human resources to undertake this project.
- Bidder must provide historical information relating to Travel Management Services
- Bid documents must be completed in full and signed.

#### **2 |** P a g e

- Bidder must initial all pages of SBD forms.
- Bidder must submit Contactable, Accurate and Precise references letters of similar work done in the past 3 years. FASSET reserves the right to verify the letters
- Project plan showing how the bidder will manage the project and outline deliverables and milestones for consideration and approval by the SETA and contingency planning.
- Central Supplier database report.
- Company registration documents.
- Original or certified BBBEE certificate or affidavit.
- CSD Summary Report.
- Identity documents, medical reports (If claiming points for disability in accordance with specific goals),

### https://etenders.treasury.gov.za/sites/default/files/tenders/Sworn%20Affidavit\_20.pdf

# Envelope two (2): Price/Financial Proposal – one (1) original, one (1) hard copy and one (1) electronic copy (memory stick, USB etc)

• Proposed total costing including VAT in the format provided.

# **SECTION ONE - TERMS OF REFERENCE**

### 1 BACKGROUND OF THE PROJECT

- 1.1 FASSET currently uses the service of a travel management company, the contract of the current TMC expires on the 31 July 2023.
- 1.2 FASSET's primary objective in issuing this Request for Proposals is to enter into an agreement with a successful bidder who will achieve the following:
- 1.2.1 Provide FASSET with the travel management services that are efficient, consistent and reliable and will maintain a high level of travellers' satisfaction in line with the service levels;
- 1.2.2 Provide FASSET with a dedicated key account manager that is suitably qualified for the duration of the contract;
- 1.2.3 Achieve significant cost savings for FASSET without any degradation in the services;
- 1.2.4 Appropriately contain FASSET's risk and travellers' risk.

### 2 CONTRACT PERIOD

2.1 The successful service provider will offer travel management services on behalf of FASSET from the date of signing of the contract until 31 July 2026.

### 3 APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES

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- 3.1 FASSET will appoint a maximum of three panel members for a duration of the contract.
- 3.2 The appointment will be based on the evaluation criteria as stipulated on this tender document.
- 3.3 Ranking of appointed Travel Management companies will be based on the number of points scored and awarded in accordance with Price and Specific Goals points as stipulated in the Preferential Regulations of 2022.
- 3.4 The top three TMCs that scored the highest points will form part of the panel and those that scored less than the top three will not be part of the panel.
- 3.5 The TMC that scored highest point will be awarded to be first to provide travel management services.
- 3.6 The services of the appointed TMCs will be utilised on rotational basis amongst the three appointed companies.

#### 4 SERVICE REQUIREMENTS

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- 4.1 The travel services will be provided to all travellers travelling on behalf of FASSET, locally and internationally. This will include employees, Board members and contractors, consultants and clients where the agreement is that FASSET is responsible for the arrangement and cost of travel.
- 4.2 Provide travel management services during normal office hours (Monday to Friday: 08:00-17:00) **as well as after hours and emergency services**.
- 4.3 Familiarisation with current FASSET travel business processes.
- 4.4 Familiarisation with current travel suppliers and negotiated agreements that are in place between National Treasury and third parties.
- 4.5 Familiarisation with current FASSET Travel Policy, the National Treasury Cost Containment Measures and implementation of controls to ensure compliance.
- 4.6 Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- 4.7 Manage the third-party service providers by addressing service failures and complaints against these service providers. The TMC will need to provide feedback in writing to FASSET on the resolutions of failures and complaints.
- 4.8 Consolidate all invoices from travel suppliers.
- 4.9 Access to a reliable online booking system. FASSET reserves the right to inspect the business premises



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4.10 Having existing agreements with airlines, hotels, shuttles, and car hire companies is critical.

#### 5 LEGAL & COMPLIANCE REQUIREMENTS

5.1. The service provider ought to be domiciled within the South Africa jurisdictional ambit and borders and naturalized service providers will be considered but the priority will be with the "by birth providers" first.

5.2. The current and past service providers of FASSET will be considered only if they performed optimally and efficiently during their tenure at FASSET.

5.3 Where the was poor performance with the specific service provider who served FASSET they will be no prospects for re-consideration for appointment.

5.3 The national footprint of the service provider ought to be undisputedly credible to service other offices that are out of Gauteng only where the need arises.

#### 6 TRAVEL VOLUME

6.1 The current FASSET Travel Management total volumes per annum includes air travel, accommodation, car hire, forex, conferences, etc. The below table details the average number of transactions for the FY 2021/2022 and FY 2022/23 as follows:

Service Category	Estimated Number of Transactions per
	annum
Air Travel – Domestic	2000
Air Travel – Regional & International	6
Car Rental – Domestic	1000
Car Rental – Regional & International	6
Shuttle Services – Domestic	120
E Taxi Services (e.g. Uber, Taxify)	10
Accommodation – Domestic	2500
Accommodation – Regional & International	6
Transfers – Regional & International	6
Bus/Coach Bookings	10
Train – Regional/Domestic & International	6
Conferences/Events	0
After Hours	80
Parking	50
Insurance	6
Forex	6
Total	5812

Note: These figures could be used as a baseline for projections and estimations but may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposals.

#### 7 RESERVATION

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#### The Travel Management Company (TMC) will:

- 7.1 Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-ticket and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- 7.2 Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- 7.3 Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advice the traveller of alternative plans that are more cost effective and more convenient where necessary.
- 7.4 The TMC will be required to provide FASSET with their database for Hotels and their gradings, car hire and shuttle companies.
- 7.5 Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits, as well as for all accommodation, car hire and other related arrangements.
- 7.6 Book the negotiated discounted fares and rates where possible.
- 7.7 Should keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 7.8 Book parking facilities at the airports and hotels where required for the duration of the travel.
- 7.9 Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- 7.10 Should issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- 7.11 Advise the Traveller of all visa and inoculation requirements well in advance.
- 7.12 Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 7.13 Visa applications will not be the responsibility of the TMC, however the relevant information should be supplied to the traveller(s) where visas will be required.
- 7.14 Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are non-commissionable.

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- 7.15 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by FASSET.
- 7.16 Timeous submission of proof that services have been satisfactorily delivered (invoices) as per National Treasury's instructions.

## 8 AIR TRAVEL

- 8.1 The TMC should be able to book full-service carriers as well as low cost carriers.
- 8.2 The TMC will book the most cost-effective airfares possible for domestic travel.
- 8.3 For International flights, the airline which provides the most cost effective and practical routings may be used.
- 8.4 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 8.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- 8.6 Airline tickets should be delivered electronically (sms and/or email format) to the traveller(s) and travel bookers promptly after booking, prior to the departure time.
- 8.7 The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- 8.8 The TMC should during their reporting period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- 8.9 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc).
- 8.10 The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with FASSET
- 8.11 Assist with lounge access when required.

### 9 ACCOMMODATION

- 9.1 The TMC will obtain price comparison within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 9.2 The TMC will obtain three (3) price comparisons from accommodation establishments to provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.

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- 9.3 This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with FASSET's travel policy.
- 9.4 FASSET travellers may stay at accommodation establishments with which National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury.
- 9.5 Accommodation vouchers should be issued to all FASSET travellers for accommodation bookings and should be invoiced to FASSET as per arrangement. Such invoices should be supported by a copy of the original accommodation invoice reflecting all charges.
- 9.6 The TMC should during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- 9.7 Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees.

#### 10 CONFERENCING

- 10.1 The TMC will obtain price comparison within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 10.2 The TMC will obtain three (3) price comparisons from conference establishments to provide the best available rate within the maximum allowable rate
- 10.3 This includes planning, booking, confirming and amending of vouchers with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with FASSET's travel policy.
- 10.4 Conference vouchers/booking confirmation should be issued to FASSET and should be invoiced to FASSET as per arrangement. Such invoices should be supported by a copy of the original Conference establishment invoice reflecting all charges.
- 10.5 The TMC should during their report period provide proof, where applicable, that Conferencing rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- 10.6 Cancellation of conference bookings should be done promptly to guard against late cancellation fees.

#### 10.7 TMC should indicate in their pricing charges per a transaction

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#### 11 CAR RENTAL AND SHUTTLE SERVICES

- 11.1 The TMC will book the approved category vehicle in accordance with the FASSET Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- 11.2 The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements.
- 11.3 The TMC should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damage and accidents, etc.
- 11.4 The TMC must where there is a need provide petrol cards to travellers
- 11.5 For international travel the TMC may offer alternative ground transportation to the traveller that may include rail, buses, taxis and transfers.
- 11.6 The TMC will book transfers in line with FASSET's travel policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 11.7 The TMC should manage shuttle companies on behalf of FASSET and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- 11.8 The TMC should during their report period provide proof that negotiated rates were booked, where applicable.
- 11.9 The TMC should provide after hours and emergency services.
- 11.10 The TMC should equip a consultant or team of consultants to provide assistance to travellers with after hours and emergency reservations and changes to travel plans.
- 11.11 A dedicated consultant/s should be available to assist VIP/Executive travellers.
- 11.12 After hours' services should be provided from Monday to Friday outside the official hours (17:00-08:00) and twenty-four (24) hours on weekends and Public Holidays.
- 11.13 A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 11.14 The TMC should have a standard operating procedure for managing after hours and emergency services. This should include purchase order generation of the request within 24 hours.

#### 12 Communication

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- 12.1 The TMC may be requested to conduct workshops and training sessions for travel bookers of FASSET.
- 12.2 All enquiries should be investigated, and prompt feedback be provided in accordance with the service level agreement.
- 12.3 The TMC should ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, TMC in one smooth continuous workflow.
- 12.4 The TMC must ensure monthly engagements by the key account executive that includes at least face to face meetings with FASSET.

#### 13 Financial Management

- 13.1 The TMC should implement the rates negotiated by National Treasury with travel service providers, or the discounted air fares, or the maximum allowable rates established by FASSET where applicable.
- 13.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to FASSET for payment within the agreed time period.
- 13.3 Enable savings on total annual travel expenditure and this should be reported, and proof provided during monthly and quarterly reviews.
- 13.4 The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. "Bill back" refers to the supplier sending the bill back to the TMC, who, in turn, invoices FASSET for the service rendered.
- 13.5 Where pre-payments are required for smaller Bed & Breakfast / Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 13.6 Consolidate Travel Supplier bill-back Invoices.
- 13.7 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to FASSET's Financial Department on the agreed time period (e.g. weekly). This includes attaching the travel authorisation or purchase order and other supporting documentation to the invoices reflected on the service provider bill-back report or the credit card statement.
- 13.8 The TMC should ensure that supplier accounts are settled timeously. Monthly reconciliations should be submitted with monthly statements to ensure timeous payments as well as accuracy and completeness of amounts billed.

#### 14 Technology, Management Information and Reporting

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- 14.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 14.2 The TMC must have an appropriate integrated online booking system.
- 14.3 The online system should have the capability to function as an App on any mobile devise.
- 14.4 All management information and data input must be accurate
- 14.5 The TMC will be required to provide FASSET with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirement at no cost.
- 14.6 The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGenera l.aspx
- 14.7 Reports should be accurate and be provided as per FASSET's specific requirements at the agreed time. Information should be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation)
- 14.8 FASSET may request the TMC to provide additional management reports.

#### **12. EVALUATION PROCESS**

**12.1 Service** providers that provides travel management services will be evaluated according to the following criteria:

- 12.1.1 Pre-compliance Check
- 12.1.2 Functionality Evaluation
- 12.1.3 PPPFA (Price and Specific goals

### 12.2 DETERMINATION OF SCORE FOR FUNCTIONALITY

12.2.1 The evaluation criteria and weights for functionality as indicated in the table below, will apply.

CRITERIA	MAXIMUM TO BE AWARDED
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Functionality		100
Experience of bidder		30
The bidder must have experience in the travel manageme	ent industry.	
Experience	Points	
5 years' experience and above	5	
3 – 4 years' experience	4	
Above 1 -2 years' experience	3	
0 – 1-year experience	1	
Contactable References		20
services in private/public sector entities/Departments. The must indicate satisfactory service . All reference letters su bidder must have valid contact details. All reference lette	e reference letters ubmitted by the	
The bidder must have an established track record in trave services in private/public sector entities/Departments. The must indicate satisfactory service . All reference letters so bidder must have valid contact details. All reference lette through emails and telephonically.	e reference letters ubmitted by the	
services in private/public sector entities/Departments. The must indicate satisfactory service . All reference letters so bidder must have valid contact details. All reference lette	e reference letters ubmitted by the rs will be verified	
services in private/public sector entities/Departments. The must indicate satisfactory service . All reference letters so bidder must have valid contact details. All reference lette through emails and telephonically. <b>Experience</b> Three or more verified reference letters from public /private	e reference letters ubmitted by the rs will be verified	
services in private/public sector entities/Departments. The must indicate satisfactory service . All reference letters su bidder must have valid contact details. All reference lette through emails and telephonically. <b>Experience</b> Three or more verified reference letters from public /private sector entities/Departments Two verified reference letters from public/private sector	e reference letters ubmitted by the rs will be verified Points 5	
services in private/public sector entities/Departments. The must indicate satisfactory service . All reference letters su bidder must have valid contact details. All reference lette through emails and telephonically. <b>Experience</b> Three or more verified reference letters from public /private sector entities/Departments Two verified reference letters from public/private sector entities/Departments One verified reference letter from public/ private sector	e reference letters ubmitted by the rs will be verified Points 5 3	

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Evidence (Presentation of "print screen") of an online booking system that is easily accessible, Capture online bookings • Able to do the online check-ins Travel information/vouchers must be easily viewed on the system Travel information/vouchers to be sent via email and/or SMS to the traveller System must be able to edit/change travel information Date of travel reminders Online approvals of trips by the delegated officials Details Points 5 Proof of online booking system with six (6) and above of abovementioned points Proof of online booking system with only four (4) to five (5) ( of 3 above-mentioned points Proof of online booking system with one (1) to three (3) of 1 above-mentioned points No proof submitted 0 20 Capability of staff to be used CVs of relevant staff to be allocated for this project. E.g., travel consultant, account executive with relevant experience in travel management services **Points** Details Three or more CVs with relevant experience 5 3 Two CV's with relevant experience 1 One CV with relevant experience No CVs provided of relevant staff members 0 20 Existing agreements with service providers Signed agreements with airlines, hotels, shuttles and car hire companies must be submitted Details Points Three or more agreements for each of the following services 5 airlines, hotels, shuttles and car hire companies submitted Two agreements for each of the following services airlines, 3 hotels, shuttles and car hire companies submitted One agreement for each of the following services airlines, 1 hotels, shuttles and car hire companies submitted No agreements submitted 0

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Bids that do not obtain a minimum score of 70% for functionality will be disqualified and will not be considered for further evaluation on price and Specific goals points.

The score for functionality should be calculated as follows:

- Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.
- □ The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual bidder for functionality.

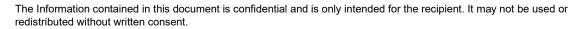
# 1.2 ELIMINATION OF PROPOSALS ON GROUND OF FUNCTIONALITY

Bidders who obtained a minimum score of **70%** on functionality will be evaluated further on Price and specific goals. Evaluation will be conducted on **80/20** preferential procurement principles.

**80** Points will be allocated to price and **20** Points will be allocated to specific goals in terms of the Preferential Procurement Regulations of 2022 as follows:

Specific Goals	Points Allocation for 80/20	Points Allocation for 90/10
1. Black People Ownership	<ul> <li>100% Black People Ownership = 5 points</li> <li>51% Black People Ownership = 3 points</li> <li>Less than 51% Black People Ownership = 0 points</li> </ul>	<ul> <li>100% Black People Ownership = 3 points</li> <li>51% Black People Ownership = 1 points</li> <li>Less than 51% Black People Ownership = 0 points</li> </ul>
2. Black Woman Ownership	<ul> <li>100 - 50% Black Woman Ownership = 5 points</li> <li>49% and less Black Woman Ownership = 0 points</li> </ul>	<ul> <li>100 - 50% Black Woman Ownership = 3 points</li> <li>49% and less Black Woman Ownership = 0 points</li> </ul>
3. Black Youth Ownership	<ul> <li>100 - 50% Black Youth Ownership = 5 points</li> <li>49% and less Black Youth Ownership = 0 points</li> </ul>	<ul> <li>100 - 50% Black Youth Ownership = 3 points</li> <li>49% and less Black Youth Ownership = 0 points</li> </ul>

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4. People with Disability Ownership	<ul> <li>1 or more disabled person/s = 5 points</li> <li>No person/s with disability = 0 points</li> </ul>	<ul> <li>1 or more disabled person/s = 1 points</li> <li>No person/s with disability = 0 points</li> </ul>
Maximum total points allocation	20 points	10 points

#### **SECTION TWO**

#### 1. Terms of Engagement

- 1.1. The successful bidder shall not take more than one (1) month from date of the Bid being awarded to render the required service unless otherwise indicated and agreed between the successful Bidder and FASSET.
- 1.2. The successful Bidder shall be available for consultation with the FASSET representative.
- 1.3. The successful Bidder shall manage as confidential all data, information and insights gained in execution of work for the FASSET.++
- **1.4.** FASSET retains the right to require the successful Bidder to obtain permission in writing from FASSET prior to replacement of individuals proposed for execution of this Bid.
- 1.5. All documentation and responses will be supplied and exchanged utilising standard Microsoft Office (Word, Excel and PowerPoint) products.
- 1.6. The successful bidder will be required to submit reports to FASSET on a weekly and on an ad hoc basis.
- 1.7. Any attempt to gain information in a manner deemed to be fraudulent or disadvantageous to other respondents or any attempt to influence the outcome of the response evaluation/adjudication will result in immediate disqualification from the bid process.
- 1.8. FASSET reserves the right **NOT** to appoint/award this bid.

### CONDITIONS OF THE TENDER

### 2. Contents of Submission

2.1. Proposals shall include all relevant information about the Bidder, which is deemed appropriate to assist FASSET to assess the bidder's capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.

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- **2.2.** The proposals presented should describe the methodology to be used in executing the required services. Bidders should also indicate value added services expected to be provided to FASSET.
- **2.3.** The proposals presented are to be as comprehensive as possible and FASSET reserves the right to request the Bidder to provide more details.
- 2.4. Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.
- **2.5.** Bidders shall ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.

### 3. Price and Pricing Structure

- **3.1.** Bidders must provide the basis on which the services will be charged. In this regard the following information shall be required:
- **3.2.** Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.

4.3 The Bidder shall reflect service discounts that they will offer throughout the contract duration.

- **3.3.** Bidders' submissions must reflect the detailed breakdown of the bid price as per the bill of quantities.
- **3.4.** Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.
- **3.5.** The bidder agrees not to change the price with VAT or any other Tax subsequent to submitting the tender. This includes subsequent VAT registration.

### 4. Compliance with General Conditions of Contract

4.1. No alteration, variation or amendment of the Contract (of which this Bid represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by FASSET in this Bid, then such proposed amendments shall be clearly stipulated by the prospective Bidder and where possible stating the increase or decrease in the cost involved by such proposal. FASSET reserves the right to reject such submissions.



Misrepresentation of facts will result in disqualification and cancellation of the Contract.

### 5. Acceptance of Submissions

5.1. No submission shall be deemed to have been accepted, unless and until a formal appointment letter has been commissioned and executed. Submissions shall remain open for acceptance by FASSET for a period of 90 (ninety) days from the date on which they are returnable in terms of this Bid.

### 6. FASSET Liability

**6.1.** FASSET does not bind itself to accept the lowest or any Bid proposal, nor shall it be responsible for or pay any expenses or losses that may be incurred by the prospective Bidders in the preparation and delivery of its submission.

# 7. Pricing

7.1. No change in the prices submitted shall be considered after receipt of response to the Bid submission within the 90 days' validity.

### 8. Amplification of Submissions

8.1. FASSET may, after the opening of submissions, call on the prospective Bidder to amplify in writing any matter which is not clear in the prospective Bidder's submission and such amplification shall form part of the original submission. In the event of the prospective Bidder failing to supply such information within a reasonably stipulated time, the submission will be liable to rejection.

#### 9. Cost of Proposal

**9.1.** Bidders shall bear all costs associated with the preparation and submission of their proposals, FASSET will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid

#### 10. Bid Documents

**10.1.** This document in its entirety serves as the complete Bid document. Proposals offering only part of the requirements will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

The Information contained in this document is confidential and is only intended for the recipient. It may not be used or redistributed without written consent.

#### **11. Documents Comprising the Proposal**

11.1. In preparing the technical and price components of the submissions all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful Bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers proprietary should be marked as such.

#### 12. Information

**12.1.** Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such.

#### 13. Period of Validity

- **13.1.** Proposals shall remain valid for ninety (90) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by FASSET on the grounds that it is non-responsive.
- 13.2. In exceptional circumstances, FASSET may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### 14. Format and Signing of Proposals

**14.1.** Bidders are requested to make two (2) envelope submissions in hard copies. One (1) envelope marked "Functionality and the second (2) envelope marked Financial". In addition, both submissions must also be consolidated and submitted in one (1) electronic copy (memory stick, USB etc). In the event of any inconsistencies between them, the original shall prevail. The four proposals shall be signed by the Bidder, or a person or persons duly authorised to bind the Bidder to the contract.

### 15. Interlineations

**15.1.** A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

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#### **16. Performance Based Agreement**

16.1. This is a performance-based agreement that shall run from awarding the tender to the successful bidder till the completion of the tender.

#### 17. Payment

17.1. The successful Bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope and submission of supporting documents

#### 18. Due Diligence

18.1. FASSET reserves the right to exercise due diligence to submitted tenders.

#### 19. Compliance to Legislations

19.1. The successful bidder shall comply with all relevant legislation that pertains to contracts of this nature.

#### 20. Summary of Compliance & Elimination Reasons

20.1. The table below summarises the reasons for the pre-compliance checking process.

Area	FASSET Requirement	
1	Bidders are requested to make two (2)	Bid will be eliminated
	envelope submissions in hard copies.	
	One (1) envelope marked "Functionality	
	and the second (2) envelope marked	
	Financial". In addition, both	
	submissions must also be consolidated	
	and submitted in one (1) electronic copy	
	(memory stick, USB etc)	
2	Vendor acceptable with reference to	Bid will be eliminated if they
	National Treasury "Restricted List"	appear on this list
3	Vendor acceptable with reference to	Bid will be eliminated if they
	National Treasury "Tender Defaulters List"	appear on this list
4	POPIA Act Consent form completed and	FASSET publishes tender
	signed and each page initialled.	information on public platforms,
		consent to share details about
		bidders is required

5	SBD 1: Invitation to Bid completed in full,	Bid must initial each page and
0	signed and each page initialled	complete in full
6	SBD 3.1: Pricing Schedule – Firm prices	-
0	<b>v</b> .	Bid must initial each page and
-	(Purchases)	complete in full
7	Bidder's Disclosure: Declaration of Interest	Bid must initial each page and
	completed in full and signed and each page	complete in full
	initialled.	
8	SBD 6.1: Preference Points Claim Form in	Bid must initial each page and
	terms of the Preferential Procurement	complete in full
	Regulations of 2022 completed in full and	
	signed and each page initialled.	
9	SBD 7.2: Contract Form – Rendering of	Will be completed by the
	Service completed and signed in full and	successful bidder
	each page initialled	
10	Valid BBBEE certificate, or <b>certified</b> copy	For an affidavit, please obtain the
	thereof, issued by a SANAS accredited	correct template provided by
	verification agency, or an affidavit for EMEs	National Treasury using the link
	and QSEs or an affidavit issued by the	below,
	CIPC. A trust, Consortium/Joint Ventures	
	must submit their consolidated BBBEE	https://etenders.treasury.gov.za/si
	Certificate and a joint venture agreement.	tes/default/files/tenders/Sworn%2
		0Affidavit_20.pdf
11	Business Registration Certificates issued	Zero points will be allocated
	by CIPC or Central Supplier Database	
	(CSD)	
12	VAT registration certificate (VAT103) must	VAT cannot be charged by bidders
	be submitted (where applicable)	not registered for VAT
13	Copy of Identity Document for all	Zero points will be allocated
	directors/shareholders	
14	Medical reports (If person with disability is	Zero points will be allocated if no
	one of the goals)	proof of disability is submitted
	1	

#### **SBD 1 - INVITATION TO BID**

Attour

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FASSET

BID NUMBER: FAS/SCM/SN/TRAVEL\_MANAGEMENT\_COMPANY

CLOSING DATE: 04 August 2023

CLOSING TIME: 11:00

DESCRIPTION: TRAVEL MANAGEMENT COMPANY

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

BID DOCUMENTS MAY BE POSTED TO:

.....

OR:

.....

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

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

The bid box is generally open 8 hours on weekdays from Monday to Friday 08h00 to 16h30. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).

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

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

NAME OF BIDDER
----------------

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER.....

CELLPHONE NUMBER:.....

FACSIMILE NUMBER:

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

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

YES or NO

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

# YES or NO

# IF YES, WHO WAS THE CERTIFICATE ISSUED BY?



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AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT

(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM

(SANAS); OR.....

A REGISTERED AUDITOR ......

[TICK APPLICABLE BOX]

<b>(A</b>	<b>B-BBEE</b>	STATUS	LEVEL	VERIFICATION	CERTIFICATE	MUST	BE	SUBMITT	ed in
OF	RDER TO	QUALIFY	FOR PR	REFERENCE PO	INTS FOR B-BE	BEE)			

ARE YOU THE ACCREDITED REPRESENTATIVE

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

SIGNATURE OF BIDDER .....

.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

**Department**: Supply Chain Management

Contact Person: Ms. Mathapelo Makomene

**Tel:** 011 476 8570

E-mail address: tenders@fasset.org.za or Mathapelo.Makomene@fasset.org.za



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#### SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder number	Bid
Closing Time 11:00 date	Closing

OFFER TO BE VALID FOR......DAYS FROM THE CLOSING DATE OF BID.

TTEM NO. INCLU	QUANTITY IDED)	DESCRIPTION	BID PRICE IN ** (ALL	I RSA CURRENCY APPLICABLE	, TAXES
-	Required by:				
-	At:				
-	Brand and model				
-	Country of origin				
-	Does the offer com	ply with the specificatior	n(s)?	*YES/NO	
-	If not to specification	on, indicate deviation(s)			
-	Period required for	delivery	*Delive	ery: Firm/not firm	Altopuere

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- Delivery basis

.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

#### 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 institution	of	State

<sup>&</sup>lt;sup>1</sup> 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.

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2.2

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

- 2.2.1 If so, furnish particulars:
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
- 2.3.1 If so, furnish particulars:

-----

.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>&</sup>lt;sup>2</sup> 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. **26** | P a g e



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- 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

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

# SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 20227

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.



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#### **GENERAL CONDITIONS**

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

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

-the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

## 1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

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

#### DEFINITIONS



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(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "**EME**" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. (g) "prices" includes all applicable taxes less all unconditional discounts; (h) "proof of B-BBEE status level of contributor" means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE**" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### POINTS AWARDED FOR PRICE

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

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



80/20	or	90/10				
<i>P</i> s ₀80 □	□1□	<i>Pt</i> □ <i>P</i> min□ □	or	<i>Ps</i> ₀ 90 □ ₀ 1 ₀		<i>Pt</i> □ <i>P</i> min□ □
	<i>P</i> min			F	Pmin	
Where						
Ps	= Points sco	ored for price of bi	d under	consideration		
Pt	= Price of bi	id under considera	ation			
Pmin = F	Price of lowes	t acceptable bid				

#### 3. POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. 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:
- 3.2. 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.)

The specific goals allocated points in terms of this tender	Number of points allocated	Number of points allocated	Number of points claimed	Number of points claimed	
---	----------------------------------	----------------------------	--------------------------------	--------------------------------	--

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```

(90/10 system) (To be completed by the organ of state)	(80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the tenderer)	(80/20 system) (To be completed by the tenderer)

#### **BID DECLARATION**

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

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

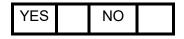
6.1 B-BBEE Status Level of Contributor: . = ...... (maximum of 10 or 20 points)

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

#### SUB-CONTRACTING

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

## (Tick applicable box)



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#### 7.1.1 If yes, indicate:

i) What	percentage	of	the	contract	will	be			
subcont	racted?			%					
ii)	The		name		of				the
subcont	ractor						iii)	The	B-
BBEE st	tatus level of th	ne subc	ontracto	or					
iv)	Whether the	sub-co	ntractor	is an EME	or QSE	(Tick			
applica	ble box)								
YES	NO								

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Nam	e of company/firm
8.2 VAT	registration number
8.3 Com	pany registration number
8.4	TYPE OF COMPANY/ FIRM
32 I P a d	е

Allofulte

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

#### 8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- $\hfill\square$  Professional service provider
- □ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 8.7 Total number of years company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –



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- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:
	ADDRESS

#### SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

#### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. Iin my capacity as						
	accept your bid under reference number	dated	for			
	the rendering of services indicated hereunder and/	or further specified in	the			
	annexure(s).		Q			

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2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT .....ON. 11/07/2023

NAME (PRINT)	Ayanda Mafuleka
SIGNATURE WITNESSES	Altopute
1	
2	
DATE:	

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# CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL

#### **INFORMATION ACT 2013 (POPI)**

This section sets out how personal information will be collected, used and protected by FASSET, as required by the Protection of Personal Information Act. The use of the words "the individual" for the purposes of this document shall be a reference to any individual communicating with FASSET and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

#### 1. What is personal information?

The personal information that FASSET requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

# 2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

FASSET is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting FASSET initiatives to the Department of Higher Education and Training;
- · reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Clearance Certificates from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- · compiling statistics and other research reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above.



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Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

#### 3. How will FASSET process personal information?

FASSET will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from an agent, work colleague or other duly authorised representative;
- from service providers that were provided with services or goods by the individual; from service providers who provided with services or goods to FASSET;
- from FASSET's own records relating to previous supply of services or goods; and/or 
   from a relevant public or equivalent entity.

#### 4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of FASSET's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

#### 5. Consent and Permission to process personal information:

• I hereby agree with the policy and provide authorisation to FASSET to process the personal information provided for the purpose stated.

#### SECTION B: POPI ACT CONSENT FORM

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• I understand that withholding of or failure to disclose personal information will result in FASSET being unable to perform its functions and/or any services or benefits I may require from FASSET.

• Where I shared personal information of individuals other than myself with FASSET I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.

• To this end, I indemnify and hold FASSET not responsible in respect of any claims by any other person on whose behalf I have consented, against FASSET should they claim that I was not so authorised.

• I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

• I will not hold FASSET responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

### 6. Rights regarding the processing of personal information:

• The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide FASSET with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if FASSET agrees to same in writing. FASSET specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.

• In order to withdraw consent, please contact the Information Officer at popia@fasset.org.za.

• A copy of the full FASSET policy is available at our offices, situated at 296 Kent Avenue, Ferndale, Randburg, South Africa.

• Individuals are encouraged to ensure that where personal information has changed in any respect to notify FASSET so that our records may be updated. FASSET will largely rely on the individual to ensure that personal information is correct and accurate.

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• The individual have the right to access their personal information that FASSETmay have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:

- the information comes under legal privilege in the course of litigation,

- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,

- giving access may cause a third party to refuse to provide similar information to FASSET,

- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,

- the information as it is disclosed may result in the disclosure of another person's information,

- the information contains an opinion about another person and that person has not consented, and/or

- the disclosure is prohibited by law.

### 7. Requesting access and lodging of complaints:

• Please submit any requests for access to personal information in writing to FASSET's information officer at <a href="mailto:popia@fasset.org.za">popia@fasset.org.za</a>.

• With any request for access to personal information, FASSET will require the individual to provide personal information in order to verify identification and therefore the right to access the information.

- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:



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