

BID NO 11/FY/23

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A RESERVATIONS SYSTEM FOR THE ECPTA FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR FURTHER 2 YEARS.

ADVERTISEMENT DATE:	09 SEPTEMBER 2022
CLOSING DATE:	11 OCTOBER 2022
CLOSING TIME:	11h00am
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
CSD NUMBER:	
PRICE OFFER FOR 3 YEARS	
PRICE OFFER FOR OPTIONAL 2 YEARS	

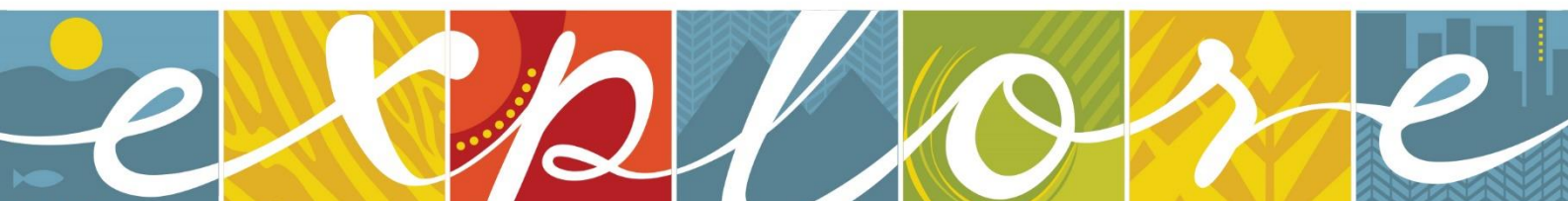


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MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
CENTRALIZED SUPPLIER DATABASE REPORT (FULL CSD REPORTS) October 2022	
Signed General conditions of contract	
SBD 3.1 (Pricing Schedule)	
Bidders Disclosure (SBD 4)	
Preference Claim Form (SBD 6.1)	
Certified copy of B-BBEE Certificate or Sworn Affidavit	
Joint Venture Declaration Form	
Joint Venture Agreement	
Consolidated B-BBEE Certificate for Joint Venture	
Authority to sign bid documents	
Company details	
Proof of insurance and liability cover	
STAGE 1: FUNCTIONALITY	
Company experience	
Methodology	
Team Capacity	



TENDER NOTICE

BID NO.11/FY/23

Bids are hereby invited for **THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A RESERVATIONS SYSTEM FOR THE ECPTA FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR FURTHER 2 YEARS.**

The Eastern Cape Parks and Tourism Agency (ECPTA), established and mandated in terms of the Eastern Cape Parks and Tourism Agency Act (2 of 2010), is responsible for the management of certain protected areas in the Eastern Cape. In order to achieve its management objectives, the Agency requires the services of an experienced service provider **the appointment of a service provider to provide a reservations system for the ECPTA for a period of 3 years with an option to extend for further 2 years.**

Bid documents outlining detailed specifications will be made available from Monday 12th of September 2022 **"FREE OF CHARGE"**

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street(Corner of Fleet street & Oxford Street), by not later than 11h00 on Tuesday 11th of October 2022, at which time the bids will be opened in public.**

For all enquiries regarding the bid document please contact Mr. Mcebisi Sandi at 043 492 0685, e-mail: Mcebisi.Sandi@ecpta.co.za or Contact Ms. Mrs. Lavinia Shaw for technical enquires at 043 492 0881 during working normal hours, email lavinia.shaw@ecpta.co.za



EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAME WORK ACT (PPPFA) of 2000 AND ITS REGULATIONS OF 2017

A three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on functionality. Only bidders who obtain a minimum score of 80 points and above on functionality will proceed to Stage Two (2) where bids will be evaluated on presentation and system demonstration. Bidders who obtain a minimum score of 75 points and above on presentations and system demonstration will proceed to Stage three (3) for Price & B-BBEE Status Level in accordance with the Preferential Procurement Regulations of 2017 utilizing 80/20 preference point system.

STAGE 1: FUNCTIONALITY

Bidders must comply with the set of functionality requirements listed below. Bidders who score a minimum of 80 points and above out of 100 points will be evaluated on Stage 2 on presentations and system verification. Bidders who fail to obtain 80 points will be regarded as non-responsive

STAGE 2: PRESENTATION AND SYSTEM DEMONSTRATION

Bidders who obtain a minimum score of 80 points on functionality will be required to give an oral presentation

STAGE 3 - PRICE and B-BBEE

Criteria	Points Available
Bid Price	80
B-BBEE Contribution Level	20
Total	100

Price and B-BBEE points will be calculated as described in the Preferential Procurement Regulations of 2017. SBD 6.1 form must be used to claim B-BBEE Status level of the company.

NB: Certified copy or original B-BBEE Status Level Verification Certificate or Sworn Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero. Joint Ventures must submit a consolidated B-BBEE Status Level Certificate.



BIDDERS SHALL TAKE NOTE OF THE FOLLOWING PROPOSAL CONDITIONS

In addition to those (the conditions) stipulated in any other section of the bid documents, potential bidders should be especially aware of the following terms and conditions:

- The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply;
- Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and the report must be printed in the month of October 2022.
- Eastern Cape Parks and Tourism Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- The award of this bid may be subjected to price negotiation with the preferred bidder(s)
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted;
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process;
- The following documents must be submitted with the tender document:
 - Company Profile
 - Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
 - Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
 - Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified;
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to service providers who reside within the Eastern Cape
- Bids submitted are to hold good for a period of 150 days



SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	11/FY/23	CLOSING DATE: 11 OCTOBER 2022		CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A RESERVATIONS SYSTEM FOR THE ECPTA FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR FURTHER 2 YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Crn. Oxford and Fleet Street					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mcebisi Sandi		CONTACT PERSON	Mrs Lavinia Shaw	
TELEPHONE NUMBER	043 492 0685		TELEPHONE NUMBER	043 492 0881	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mcebisi.Sandi@ecpta.co.za		E-MAIL ADDRESS	Lavinia.shaw@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A RESERVATIONS SYSTEM FOR THE ECPTA FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR FURTHER 2 YEARS.

1. Background

Eastern Cape Parks and Tourism Agency is tasked with the development and management of protected areas while promoting and facilitating the development of tourism in the Province. Whilst the Agency is responsible for development, promotion and marketing of tourism in the province, it also manages 21 nature reserves of its own across the Eastern Cape. Reservations, management and reporting of recorded bookings to these reserves is managed through a central reservations and online booking system.

2. Scope of work

The booking system that the ECPTA currently uses has been in use for more than 10 years. As a result, a number of its elements are outdated. Instead of updating the current system, the ECPTA seeks a booking system as per the specifications below: It should be noted that the ideal solution would be an existing system that can be customisable to the ECPTA's requirements and one which the appointed service provider would license to the ECPTA for a period of 3 years with an option to extend the license agreement for an additional 2 years. All data that will be generated on the system will remain the property of the ECPTA.

General Reservations

- The system needs to cater for live inventory management across all portals and access points. System should support multi-channel bookings that will link back to the live inventory managed in the reservation system.
- Rate management to accommodate business rules around client types eg. Pensioner and other discounts across single booking. Rate management to allow for limitations to be applied such as limit of discount, valid dates etc.
- System to display activities based on available based on business rules defining which activities are available at each reserve and allow for activities to be added to reservations with activity specific terms and conditions included.



- Payment requirements are as follows: Cashless gate system, online payment processing for reservations (EFT's and Credit Cards), activities and conservation fees. Prebooked / Advanced booking and payment for gate access and other permits, reservations and activities via Credit Card or EFT, with possible future addition of other alternatives e.g. vouchers, PayPal, BitCoin, etc.
- Allocation management to allow ECPTA to allocate specific accommodation types to local tour operators, online travel agents, global distribution systems and local travel portals specific amount of units at specified pricing complete with automated releasing of units from allocation pool to be available for normal public to book
- Ability for system to automatically handle specific business rules around calculation of deposits, deposit deadlines and cancelling of reservations if deposit is not received at all, or if only partial deposit is received
- Ability for system to handle specific business rules around automated refunding strategy aligned to the refund policy
- System to cater for and allow multiple itinerary, multi property, multiple unit/room/accommodation type allocation bookings linked to single reservation number to inform guests about their day by day booking status where multiple accommodation types are booked across nights
- Allow for bookings to be made 1 years in advance and cater for yield based, tariff increases or CPIx price increases. System must be flexible to adjust the number of years of advanced payment without having to do additional coding.
- Bookings needs to be editable so guests can extend / reduce stays and make payments accordingly. This capability should be enabled during the guests' stay as well as prior to the stay at the properties
- Financial transactions to be linked to properties and reservations with integration into the financial system
- Ability to handle multiple client types on a single booking e.g. a reservation that has a pensioner and staff member
- Ability to search for duplicate clients according to pre-defined criteria and reconcile duplicate client entries into one client. System to allow for matching algorithms to ensure clean data and no duplication of customer data
- System to calculate and display conservation fees upon completing a reservation.
- Provide the Central Reservations Unit ability to search for reservations based on defined criteria
- The system needs to track and notify delayed check-ins and delayed check-outs



- System must provide the Central Reservations Unit a view of allocated and unallocated rooms and properties in terms of availability
- Automated communications workflow (SMS, email) based on business rules: Examples include: Reservations confirmation; Deposits confirmation; Deposit due dates; Modification fees Cancellation fees; Rates; Availability allocations.
- The system needs to create and send bulk and single SMS's
- The system needs to send SMS according to specific criteria/ triggers
- The system should cater for business rules to be set up around communications based on reservations. For example at the confirmation of a booking the system should send all required forms upon entry to the park and relevant information based on the reservation made
- Have ability to remove rooms from inventory if they are under maintenance
- The system needs to indicate which properties can provide conferencing and banqueting
- Ability to close out activities if resources are not available
- Ability to include or exclude Activities from Inventory thereby not affecting accommodation booking occupancies
- Gate systems must integrate with the reservation system and display to staff the number of people associated to the reservation. This will allow the gate personal to appropriately check in each individual in the reservation and each individual vehicle. This should also display any discounts that were applied so that the gate staff can confirm for example pensioners or staff member discounts. Ability for the system to close loop of number of guests booked, to the number of guests in, to the number of guests out (no matter which vehicle or alternative reservation extensions)
- Gate systems should integrated with the reservation system to allow guests to book and pay for activities at the gate upon entry to the park
- The system to be able to make bookings for nature-based activities permits i.e. filming, once-off events
- The system to be easily configured to include special request i.e. catering
- The system will be required to migrate all the data from the current ECPTA booking system into the new system

Payments

- Direct interface with credit card payments
- Secure web based credit card processing
- The system needs to allow card payments to be present at the front office, gate, customer call centre and online



- The system needs to allow manual import files to be received from payment Gateways and Bank
- The system needs to identify and provide details on payment discrepancies linked to reservations
- System to automatically authorise refund requests with systematic predefined checks and balances based on defined business rules and delegation of authority
- The system needs to allow for importing of EFT reservations deposit payments with auto allocations according to specific criteria
- The system needs to have automated processing of various payment types i.e. Forex, Travelers Cheques, EFT, Cash, Credit Cards
- The systems needs to be able to restore credit balances from client account to future reservations
- System to cater for daily automated bank reconciliations

Reporting

- Systems need to be able to support reporting and audit trails of transactions across users and payments/refunds
- System should allow users to create basic customizable reports within the systems based on financials, reservations, maintenance, discounts given etc. to create a management level dashboard
- System to reconcile end of month billing from third parties against booked rooms
- System needs to cater for full audit trail (who, what and where the changes lie), records should be accumulated vs overridden with every change made
- System to allow for statistical, guest birthday, special requests, daily arrivals and departure, complimentary guests
- System should allow users to draw Arrival list, inhouse list, departure list. All list to be sent to all managers and reservation desk email addresses.
- System to allow users to draw occupancy reports. Occupancy report for overnight visitors: to be able to select unit type reserve and must be able to select dates on the system
- System to allow users to draw statistics: country, province, race, no of day visitors and no of free entries on conservation fees. (Reports can be daily, weekly, monthly or yearly)
- System to allow users to draw Financial Report: per unit, per reserve, separate accommodation/ camping from conservation fees.



Financial Reporting, Planning and Budgeting

- The system must allow for multi-year budgeting (3 years) tariffs loading
- The system must automatically increase tariffs at the press on a button for each budget year
- The system must allow future bookings with each year approved tariffs and not use current year rates for future bookings
- The system must interface with Pastel evolution
- The system must provide report of all refunds made with linkage to the booking number
- The system must provide real time reports on the following:
 - Future bookings per reserve
 - Cancelled bookings
 - Confirmed bookings
 - Bookings not confirmed
 - Credits due to clients on booking made
 - The system to automatically forfeit a credit due to clients once validity has passed

Third Party Booking Agents

- Ability for Third Party Booking Agents to access, make, update or cancel reservations and all bookings such as activities on the system

Integration

- The booking system must be able to integrate into a Global Distribution System (GDS) that is able to also make third – party accommodation, flights and car hire bookings.

Online Bookings

- Allow for online activity bookings (same day, overnight, next day)
- Allow for online reservations (web booking engine)
- Allow for online payments
- System to allow for rules engine that can be managed and for rules to be defined, updated, edited or deleted based on system roles

Technical Requirements

- The solution must be cloud-based or hosted (future option for dedicated hosted environment) and must provide a web enabled interface that is native to the solution with multiple portals that serve the purposes of all user groups, amongst which system administrators, call centre agents, web clients and business partners.



- The solution must be able to operate in a high latency network environment or low bandwidth environment.
- The solution's platform must be built on the latest standards as set out by the World Wide Web Consortium (W3C), Open Web Application Security Project (OWASP) and Mobile Application Security Verification Standard (MASVS). The solution's platform must be built on the latest standards as set out by the World Wide Web Consortium (W3C), Open Web Application Security Project (OWASP) and Mobile Application Security Verification Standard (MASVS).
- The database associated with the proposed solution must be a single database system and is fully accessible through an appropriate ODBC, or normally available database access tools.
- The proposed solution must have user security authorization through Active Directory and Azure AD.
- The system should be able to integrate with PCI DSS validated service providers' solutions. It should not store, process or transmit any cardholder data and support full redirect of the payment process to a PCI DSS validated third-party gateway service provider.
- The security controls of the solution must be compliant with General Data Protection Regulation (GDPR), the POPI Act and other equivalent international regulations
- The system must have a minimum up-time of 99.9% and be available 24x7x365.
- The system needs to integrate with ECPTA's financial system, credit card integration, central authentication (active directory), Import of credit card payments bank file for recon purposes, Microsoft e-mail and SharePoint, Communication and telephone Management (TMS), Key Card Locking, Contact Centre Solution(s), Point of Sale system(s), Import of Direct Bank (EFT) Payments, Global Distribution Systems (GDS), Alternative Distribution System (ADS), Online Travel Agencies (OTA) and Internet Distribution System (IDS), Gate Access Management and/or Security, Ticketing, Yield Management Systems
- The hosting environment used that both the OS, database backend and web service needs to be kept up to date with the latest version of each of these.
- They be patched and updated with critical and security fixes within 3 days of release.
- Other updates must be implemented on a weekly basis.
- These updates to be properly tested and then deployed.

Security

- Define forced User Login and / or Password Changing
- User rights and functionality controls to be defined within role/admin definitions and rights. Reports in this regard must be generated showing details of who allocated what rights in the system.



- Central authentication interfacing with active directory
- System to allow password audit against a system set policies.
- The website needs to run using HTTPS, using TLS1.2 encryption and secure ciphers.
- Provisioned for TLS 1.3
- Any data at rest should be encrypted.
- The database be properly secured and encrypted.
- All data in transit should be encrypted using secure encryption protocols and strong ciphers
- Azure Multifactor Authentication should be provisioned for
- The system should be penetration tested at least Bi-annually.

Customer Feedback

- The system should automatically send out customer satisfaction surveys within 48 hours of visitors having left a reserve after their stay
- Survey questions should be editable by the ECPTA

Training & Support

- Service provider to provide training on the system to all relevant ECPTA staff
- Provide support for a period of one year (with the option to extend) for any issues that may arise after the deployment of the live system



3. Evaluation Criteria

A three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on functionality. Only bidders who obtain a minimum score of 80 points and above on functionality will proceed to Stage Two (2) where bids will be evaluated on presentation and system demonstration. Bidders who obtain a minimum score of 75 points and above on presentations and system demonstration will proceed to Stage three (3) for Price & B-BBEE Status Level in accordance with the Preferential Procurement Regulations of 2017 utilizing 80/20 preference point system.

STAGE 1: Functionality

Bidders must comply with the set of functionality requirements listed below. Bidders who score a minimum of 80 points and above out of 100 points will be evaluated on Stage 2 on presentations and system verification. Bidders who fail to obtain 80 points will be regarded as non-responsive.

MEASURE	POINTS
<u>Company Experience</u> Bidders must provide proof of experience in the development or provision of Bookings/Reservations Systems. Proof of experience must be submitted in <u>ANY</u> of the following document and must include the period of assignment, type of services offered and be on a client's letterhead: a) Appointment letters b) Reference letters c) Copies of contracts or SLA d) Copies of purchase orders Scoring Matrix: • 5 relevant projects or more (25 points) • 4 relevant projects (20 points) • 3 relevant projects (15 points) • 2 relevant projects (10 points) • 1 relevant project (5 points) • No proof of experience (0 points) NB: FAILURE TO SUBMIT PROOF OF EXPERIENCE IN THE ABOVE-PRESCRIBED FORMAT WILL LEAD TO ZERO POINTS AWARDED. NO PARTIAL POINTS WILL BE ALLOCATED FOR PARTIAL INFORMATION SUBMITTED.	25



<u>Written Proposal (Methodology) (50 points)</u> Bidders must submit a written proposal detailing the following at minimum: • Analysis of Current System = 5 points • Planning = 5 points • Back-end Architecture and Design = 10 points • Database Development = 5 points • Implementation and Roll over from current system = 5 points • Quality Assurance and Testing = 5 points • Deployment = 5 points • Maintenance and Disaster Recovery Plan = 5 points • Project program and budget breakdown = 5 points The proposal must be detailed and in line with the scope of work. Bidders must submit comprehensive proposals in order to be allocated points.	50																				
Team Capacity Bidders must submit detailed CV's as well as certified copies of Qualifications for the Project Manager and two (2) Senior Developers. <u>Scoring Matrix</u> <table><tr><th>Resource</th><th>5 years' experience and more</th><th>3-4 years' experience</th><th>1-2 years' experience</th><th>No experience</th></tr><tr><td>Project Manager</td><td>10</td><td>7</td><td>5</td><td>0</td></tr><tr><td>Senior Developer (1)</td><td>10</td><td>7</td><td>5</td><td>0</td></tr><tr><td>Senior Developer (2)</td><td>5</td><td>4</td><td>2</td><td>0</td></tr></table> NB: Bidders must submit both CV's and certified copies of Qualifications in order to be able to claim the above points. Copies of qualifications must be certified by the Commissioner of Oath not older than three (3) months. No partial points will be awarded for partial information submitted.	Resource	5 years' experience and more	3-4 years' experience	1-2 years' experience	No experience	Project Manager	10	7	5	0	Senior Developer (1)	10	7	5	0	Senior Developer (2)	5	4	2	0	25
Resource	5 years' experience and more	3-4 years' experience	1-2 years' experience	No experience																	
Project Manager	10	7	5	0																	
Senior Developer (1)	10	7	5	0																	
Senior Developer (2)	5	4	2	0																	



Bidders who score 80 points and above out of 100 points will qualify for evaluation in Stage 2. However, points obtained in stage 1 will be taken into consideration in stage 2. Bidders who score less than 80 points on functionality will be regarded as non-responsive.

STAGE 2- Presentation and System Demonstration

Bidders who obtain a minimum score of 80 points on functionality will be required to give an oral presentation, which may include, but is not limited to, a service demonstration of their proposal to ECPTA. This provides an opportunity for the bidder to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. ECPTA will schedule the time and location of these presentations. Where the system demonstration is conducted the threshold to proceed to the next phase is 75 points. The following criteria will be utilized:

- Loading of inventory
- Demonstration of actual booking and cancellations
- Payment processes
- Booking confirmation
- Communication and notifications
- Customer surveys
- Business rules
- System audits (audit logs and general user reviews)
- Security (eg credit card encryption)
- Continuity of service, backups and retention of information
- Compliance to relevant legislation (eg POPIA)

Detailed scoring matrix will be sent to bidders who passed functionality. Bidders must obtain a minimum of 75 points and above on presentations and system demonstration in order to be evaluated on Stage 3 (Price & B-BBEE).

STAGE 3 - PRICE and B-BBEE

Criteria	Points Available
Bid Price	80
B-BBEE Contribution Level	20
Total	100

Price and B-BBEE points will be calculated as described in the Preferential Procurement Regulations of 2017. SBD 6.1 form must be used to claim B-BBEE Status level of the company.



NB: Certified copy or original B-BBEE Status Level Verification Certificate or Sworn Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero. Joint Ventures must submit a consolidated B-BBEE Status Level Certificate.

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In addition to those (the conditions) stipulated in any other section of the bid documents, potential bidders should be especially aware of the following terms and conditions:

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- Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and the report must be printed in the months of October 2022.
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 - Company Profile
 - Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
 - Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
 - Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified;
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to service providers who reside within the Eastern Cape
- Bids submitted are to hold good for a period of 150 days



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word “ECPTA” in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 9).

3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against



all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

All bids must remain valid for a period of 150 (one- hundred and fifty) days from the closing date as stipulated in the Bid document.

8.1 Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

9. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price, but must be shown separately.

10. Price Escalation:

To be provided on the pricing schedule over the five years.



11. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. Samples: N/A

13. Duration of the Bid:

The contract period is for three years with an option to extend for two years.

14. Delivery Periods:

The successful bidder will liaise with Mrs Lavinia Shaw – 043 492 0881

15. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked **“THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A RESERVATIONS SYSTEM FOR THE ECPTA FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR FURTHER 2 YEARS.” - BID NO. 11/FY/23**”
Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **11 October 2022**.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Mr. Mcebisi Sandi at 043 492 0685 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: Mcebisi.Sandi@ecpta.co.za



17. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

18. Validity Period

Proposals are to be held valid and binding for 120 days from the closing date of submissions (calculated from, but not including, the due date).

a. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

b. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

c. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder will be awarded a Purchase Order which serves as the binding contract with ECPTA.

- Only bidders that have met the requirements of the bid specification shall be considered during the adjudication process;
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages in the bid document. If the bidder does not meet this requirement it will be automatically disqualified.

NB: The following documents must be submitted with the BID document:

- Valid full CSD Report printed in October 2022
- Service providers who are not registered with the National Treasury Central Database of Suppliers must visit www.csd@treasury.gov.za to register their companies, after the completion of the registration report, a summary report must be included to their bid documents.



- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified.



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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.



- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.



- 1.27 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The provider shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such



employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.2 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECPTA the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECPTA and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.



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

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract,



including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - (b) in the event of termination of production of the spare parts:



- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price



adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Subcontracts

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.



- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

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



26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;



- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into



in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIPP)

- 36.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

37. Amendment of Contracts

- 37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

DATE

SIGNATURE OF BIDDER



CENTRALISED SUPPLIER DATABASE (CSD) REPORT

It is a condition of bid that all Service Providers be registered on the Centralised Supplier Database (CSD). Bidders who are not yet registered can register on www.csd.gov.za

1. In order to meet this requirement bidders are required to complete the Registration Process which can be done online at the above mentioned website. Upon completion of registration Bidders will receive a Supplier number which must be provided on the front cover of the document
2. BIDDERS are required to submit their full CSD report for the month of October 2022.



ATTACH CSD SUMMARY REPORT HERE



PRICING SCHEDULE

NAME OF BIDDER: BID NO:11/FY/23

CLOSING TIME: **11:00**CLOSING DATE: **11 OCTOBER 2022**

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

Please complete this form and provide a detailed pricing in your bid proposal

YEAR 1 PRICING

RESOURCE TYPE	MONTHLY RATE	TOTAL AMOUNT FOR 12 MONTHS
General Reservations	<u>R</u>	<u>R</u>
Payment Capabilities	<u>R</u>	<u>R</u>
Reporting	<u>R</u>	<u>R</u>
Third Party Booking Agents	<u>R</u>	<u>R</u>
Integration	<u>R</u>	<u>R</u>
Online Bookings	<u>R</u>	<u>R</u>
Technical Requirements	<u>R</u>	<u>R</u>
Training & Support (Maintenance)	<u>R</u>	<u>R</u>
Sub Total		<u>R</u>
15% Vat		<u>R</u>
GRAND TOTAL FOR YEAR 1		<u>R</u>



YEAR 2 PRICING

RESOURCE TYPE	MONTHLY RATE	TOTAL AMOUNT FOR 12 MONTHS
General Reservations	<u>R</u>	<u>R</u>
Payment Capabilities	<u>R</u>	<u>R</u>
Reporting	<u>R</u>	<u>R</u>
Third Party Booking Agents	<u>R</u>	<u>R</u>
Integration	<u>R</u>	<u>R</u>
Online Bookings	<u>R</u>	<u>R</u>
Technical Requirements	<u>R</u>	<u>R</u>
Training & Support (Maintenance)	<u>R</u>	<u>R</u>
Sub Total		<u>R</u>
15% Vat		<u>R</u>
GRAND TOTAL FOR YEAR 2		<u>R</u>



Year 3 Pricing

RESOURCE TYPE	MONTHLY RATE	TOTAL AMOUNT FOR 12 MONTHS
General Reservations	<u>R</u>	<u>R</u>
Payment Capabilities	<u>R</u>	<u>R</u>
Reporting	<u>R</u>	<u>R</u>
Third Party Booking Agents	<u>R</u>	<u>R</u>
Integration	<u>R</u>	<u>R</u>
Online Bookings	<u>R</u>	<u>R</u>
Technical Requirements	<u>R</u>	<u>R</u>
Training & Support (Maintenance)	<u>R</u>	<u>R</u>
Sub Total		<u>R</u>
15% Vat		<u>R</u>
GRAND TOTAL FOR YEAR 3		<u>R</u>



TWO YEAR OPTION TO RENEW

YEAR 4 PRICING

RESOURCE TYPE	MONTHLY RATE	TOTAL AMOUNT FOR 12 MONTHS
General Reservations	<u>R</u>	<u>R</u>
Payment Capabilities	<u>R</u>	<u>R</u>
Reporting	<u>R</u>	<u>R</u>
Third Party Booking Agents	<u>R</u>	<u>R</u>
Integration	<u>R</u>	<u>R</u>
Online Bookings	<u>R</u>	<u>R</u>
Technical Requirements	<u>R</u>	<u>R</u>
Training & Support (Maintenance)	<u>R</u>	<u>R</u>
Sub Total		<u>R</u>
15% Vat		<u>R</u>
GRAND TOTAL FOR YEAR 4		<u>R</u>

Year 5 Pricing

RESOURCE TYPE	MONTHLY RATE	TOTAL AMOUNT FOR 12 MONTHS
General Reservations	<u>R</u>	<u>R</u>
Payment Capabilities	<u>R</u>	<u>R</u>
Reporting	<u>R</u>	<u>R</u>
Third Party Booking Agents	<u>R</u>	<u>R</u>
Integration	<u>R</u>	<u>R</u>
Online Bookings	<u>R</u>	<u>R</u>
Technical Requirements	<u>R</u>	<u>R</u>
Training & Support	<u>R</u>	<u>R</u>



(Maintenance)		
Sub Total		<u>R</u>
15% Vat		<u>R</u>
GRAND TOTAL FOR YEAR 5		<u>R</u>

SUMMARY

TOTAL PRICE OFFER FOR 3 YEARS	TOTAL PRICE OFFER FOR OPTIONAL 2 YEARS	TOTAL PRICE FOR FIVE YEARS
R	R	R

I THE UNDERSIGNED (NAME & SURNAME)CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT

.....
Signature

.....
Date

.....
Signature

.....
Name of Bidder



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 interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution



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

2.2.1 If so, furnish particulars:

.....

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

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 consortium¹ 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

¹ 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.



bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the80/20... preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to 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 exceed	100



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

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

2. DEFINITIONS

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

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

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

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

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

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts; (h)

“proof of B-BBEE status level of contributor” means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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



3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

Points for Price will be calculated based on the following formula in accordance with PPPFA Circular 01 of 2021/22

$$PS = 80(1 + \frac{Pt - Pmax}{Pmax})$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

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

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

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



5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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



i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
.....
.....
.....
- c) Physical address.....



-
.....
d) Telephone
e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
2.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address



Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....



5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....



5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....



(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management



9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.



10. **PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(a) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....



-
- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of



Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	



PROOF OF INSURANCE AND LIABILITY COVER

(NB) Please attach proof of insurance and liability cover to the next page.



ATTACH PROOF OF INSURANCE AND LIABILITY
COVER HERE



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.

