

SBD1 FORM

PART A: REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE STRATEGIC FUEL FUND							
BID NUMBER:	SANPC/142/08/2026	ISSUE DATE:	15 August 2025	CLOSING DATE:	03 September 2025	CLOSING TIME:	16:00
DESCRIPTION	RFQ - APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVELING MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS						
BID RESPONSE DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING:							
Lebogang Molefe	lebogang.molefe@sa-npc.co.za						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Lebogang Molefe						
TELEPHONE NUMBER	021 524 2700						
E-MAIL ADDRESS	lebogang.molefe@sa-npc.co.za						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No		

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[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]

<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 1.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT EMAIL ADDRESS AND/OR PLATFORM. LATE BIDS/RFQ WILL NOT BE CONSIDERED WHEN MAKING A DECISION TO AWARD.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THE 80 / 20 PREFERENTIAL POINT SYSTEM WILL BE APPLIED WHEREIN 80 POINTS IS FOR PRICE AND 20 POINTS IS FOR SPECIFIC GOALS.
- 1.4. POINTS SCORED FOR SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE AND THE TOTAL WILL BE ROUNDED OFF TO THE NEAREST TWO (2) DECIMAL PLACES.
- 1.5. A TENDER OR RFQ MUST BE AWARDED TO THE TENDERER WHO SCORE THE HIGHEST TOTAL NUMBER OF POINTS IN TERMS OF THE PREFERENCE POINT SYSTEM (PRICE AND SPECIFIC GOALS) UNLESS OBJECTIVE CRITERIA IN TERMS OF SECTION 2 (1)(F) OF THE PPPFA JUSTIFY THE AWARD OF THE TENDER TO ANOTHER TENDERER
- 1.6. BIDDERS ARE REQUIRED TO SUBMIT RESPONSIVE BIDS BY COMPLETING ALL PRICING AND ITEM INFORMATION IN LINE WITH THE ENTIRE SCOPE OF WORK/GOODS/SERVICES.
- 1.7. THE SANPC RESERVES THE RIGHT TO NEGOTIATE WITH THE BIDDERS PRIOR OR POST AWARD.
- 1.8. THE SANPC MAY ALLOCATE ZERO/NIL POINTS FOR SPECIFIC GOALS WHERE PROOF IS NOT SUBMITTED WITH THE RFQ.
- 1.9. THE BID MUST BE VALID FOR A PERIOD OF 60 CALENDAR DAYS FROM THE CLOSING DATE AND TIME

NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

- 1.10. TENDERERS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE ("CSD") WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF THE STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. TENDERERS MUST REGISTER ON THE CSD PRIOR TO SUBMITTING THEIR BIDS AS BUSINESS MAY NOT BE AWARDED TO A TENDERER WHO HAS FAILED TO REGISTER ON THE CSD. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD.
- 1.11. FOR THIS PURPOSE, THE SBD1 FORM (COVER PAGE OF THIS RFQ) MUST BE FULLY COMPLETED.

2. TAX COMPLIANCE

- 2.1 TENDERERS MUST BE COMPLIANT WHEN SUBMITTING A PROPOSAL TO SANPC AND REMAIN COMPLIANT FOR THE ENTIRE CONTRACT TERM WITH ALL APPLICABLE TAX LEGISLATION, INCLUDING BUT NOT LIMITED TO THE INCOME TAX ACT, 1962 (ACT NO. 58 OF 1962) AND VALUE ADDED TAX ACT, 1991 (ACT NO. 89 OF 1991).
- 2.2 IT IS A CONDITION OF THIS TENDER THAT THE TAX MATTERS OF THE SUCCESSFUL TENDERER BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE TENDERER'S TAX OBLIGATIONS.
- 2.3 THE TAX COMPLIANCE STATUS REQUIREMENTS ARE ALSO APPLICABLE TO FOREIGN TENDERERS WHO WISH TO SUBMIT TENDERS.
- 2.4 WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AND THEIR TAX COMPLIANCE STATUS WILL BE VERIFIED THROUGH THE CENTRAL SUPPLIER DATABASE.
- 2.5 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PIN NUMBER ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS

3. CHANGES TO QUOTATIONS

- 3.1 Changes by the Tenderer to its submission will not be considered after the closing date and time.

4. BINDING OFFER

- 4.1 Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

5.DISCLAIMERS

Please note that SANPC reserves the right to:

- 5.1 modify the RFQ's goods / service(s) and request Tenderers to re-bid on any changes;
- 5.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 5.3 disqualify Quotations submitted after the stated submission deadline and/or submitted to the incorrect address;
- 5.4 not necessarily accept the lowest priced Quotation or an alternative bid;
- 5.5 place an order in connection with this Quotation at any time after the RFQ's closing date;
- 5.6 award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- 5.7 split the award of the order/s between more than one Supplier/Service Provider should it at SANPC's discretion be more advantageous in terms of, amongst others, cost or developmental considerations or to achieve a specific goal;
- 5.8 cancel the quotation process;
- 5.9 validate any information submitted by Tenderers in response to this RFQ. This would include, but is not limited to, requesting the Tenderer to provide supporting evidence. By submitting a Tender, Tenderers hereby irrevocably grant the necessary consent to SANPC to do so;
- 5.10 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.11 not accept any changes or purported changes by the Tenderer to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- 5.12 to cancel the PO/contract and place the Tenderer on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Tenderer or on any other basis recognised in law;
- 5.13 award the business to the next ranked tenderer, provided that the tenderer is still prepared to provide the required Goods/Services at the quoted price, should the preferred tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

**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:

BACKGROUND AND SCOPE OF WORK

BACKGROUND

SANPC is a wholly owned subsidiary of CEF established by the Government and came into operation in 1977. The entity is mandated by the Minister of Energy to manage and control the Strategic stocks, Strategic assets and commercialization of the assets in order to fund the government mandate.

In 2012 SANPC merged with Oil Pollution Control South Africa (OPCSA), which was previously a service provider to SANPC. SANPC manages three terminals: Saldanha, Milnerton and Ogies. Saldanha is fully utilized for both strategic crude storage and commercial activity with its revenue used to fund the mandate of SANPC

SCOPE OF WORK

The current SANPC total volumes per annum include air travel, accommodation, car hire, forex, etc. The table below details the number of transactions for the FY 2024/2025 as follows:

Service Category	Estimated Number of Transactions per annum
Air travel – Domestic	937
Air Travel - International	176
Car Rental – Domestic	175
Shuttle Services – Domestic	446
Accommodation – Domestic	407
Accommodation - International	25
Conferences/Events	28

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

1. Deliverables include without limitation, the following:
 - a. The travel services will be provided to all Travellers travelling on behalf of SANPC, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that SANPC is responsible for the arrangement and cost of travel.
 - b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 1.1.5.
 - c. Familiarisation with current SANPC travel business processes.
 - d. Familiarisation with current travel suppliers and negotiated agreements that are in place between SANPC and third parties. Assist with further negotiations for better deals with travel service providers.
 - e. Familiarisation with current SANPC Travel Policy and implementations of controls to ensure compliance.
 - f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's (TMC) account, subject to the outcome of a formal dispute process.

- g. Provide a facility for SANPC to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

1.1.1. Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. book the negotiated discounted fares and rates where possible.
- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. book parking facilities at the airports where required for the duration of the travel.
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n. The TMC should assist the travellers with Visa applications
- o. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by SANPC are **non-commissionable**, where commissions are earned for SANPC bookings all these commissions should be returned to SANPC on a quarterly basis.
- p. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by SANPC.
- q. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per SANPC's instructions.

1.1.2. Air Travel

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.

- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- h. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- i. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

1.1.3. Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with SANPC's travel policy.
- d. Accommodation vouchers must be issued to all SANPC travellers for accommodation bookings and must be invoiced to SANPC as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- e. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- f. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

1.1.4. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with SANPC Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with SANPC Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of SANPC and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

1.1.5. After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist SANPC employees with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 48 hours.

1.2. Communication

- 1.2.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of SANPC.
- 1.2.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 1.2.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.
- 1.2.4. The TMC must be familiar with the use of virtual cards and provide assistance and training to SANPC staff in relation to this transition where and when applicable

1.3. Financial Management

- 1.3.1. The TMC must implement the rates negotiated by SANPC with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 1.3.2. The TMC will be provided with the SANPC travel lodge card for booking flights and international accommodation. Local accommodation, transfers, car rentals will be for the TMC's account and invoiced to SANPC on a monthly basis.
- 1.3.3. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SANPC for payment within the agreed time period.
- 1.3.4. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 1.3.5. The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices SANPC for the services rendered.
- 1.3.6. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities and conference venues, these will be processed by the TMC.
- 1.3.7. Consolidate Travel Supplier bill-back invoices.
- 1.3.8. In certain instances, where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card / virtual card vendor.

1.3.9. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SANPC's Financial Department on the agreed time period (i.e. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

1.3.10. Ensure Travel Supplier accounts are settled timeously

1.4. Technology, Management Information and Reporting

1.4.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

1.4.2. All management information and data input must be accurate.

1.4.3. Reports must be accurate and be provided as per SANPC's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

1.4.4. SANPC may request the TMC to provide additional management reports.

1.4.5. Reports must be available in an electronic format for example Microsoft Excel.

1.4.6. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

- i. Travel
 - a) After hours' Report;
 - b) Compliments and complaints;
 - c) Consultant Productivity Report;
 - d) Long term accommodation and car rental;
 - e) Extension of business travel to include leisure;
 - f) Upgrade of class of travel (air, accommodation and ground transportation);
 - g) Bookings outside Travel Policy.
- ii. Finance
 - a) Reconciliation of commissions/rebates or any volume driven incentives;
 - b) Creditor's ageing report;
 - c) Creditor's summary payments;
 - d) Daily invoices;
 - e) Reconciled reports for Travel Lodge card statement;
 - f) No show report;
 - g) Cancellation report;
 - h) Change report;
 - i) Emergency and/or urgency report;
 - j) Receipt delivery report;
 - k) Refund Log;
 - l) Open voucher report, and
 - m) Open Age Invoice Analysis.

1.4.7. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

1.5. Account Management

1.5.1. An Account Management structure should be put in place to respond to the needs and requirements of SANPC and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

- 1.5.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of SANPC's account.
- 1.5.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 1.5.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 1.5.5. Ensure that SANPC's Travel Policy is enforced.
- 1.5.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 1.5.7. Ensure that workshops/training are provided to Travellers and/or Travel Bookers
- 1.5.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

1.6. Value Added Services

The TMC must provide the following value added services:

1.6.1. Destination information for regional and international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;
- iv. Visa information;
- v. Travel alerts;
- vi. Location of hotels and restaurants;
- vii. Information including the cost of public transport;
- viii. Rules and procedures of the airports;
- ix. Business etiquette specific to the country;
- x. Airline baggage policy; and
- xi. Supplier updates
- xii. Vaccinations
- xiii. Electronic voucher retrieval via web and smart phones;

1.6.2. SMS notifications for travel confirmations;

1.6.3. Travel audits;

1.6.4. Global Travel Risk Management

1.7. Cost Management

1.7.1. The National Treasury cost containment initiative and SANPC's Travel Policy is establishing a basis for a cost savings culture.

1.7.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

1.7.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

1.7.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with SANPC's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

2. PRICING MODEL

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

2.1. Transaction Fees

Pricing Schedule

2.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

AND / OR

2.2. Management Fee

Pricing Schedule

2.2.1. The management fee is the total fee per annum that will be charged to SANPC in twelve payments. SANPC will pay the fee monthly in arrears.

3. BRIEFING SESSION

N/A

PRICING SCHEDULE

Deliverable based activity and
cost schedule

Work Component (reference to Scope of Work)	QTY	Transactional fees					
		Year 1		Year 2		Year 3	
		Unit Price	Total per Work Component (incl VAT)	Unit Price	Total per Work Component (incl VAT)	Unit Price	Total per Work Component (incl VAT)
Domestic travel Package (Accommodation, air flight, car rental and transfer)	950						
International travel Package (Accommodation, air flight, car rental and transfer)	250						
Domestic air Travel only	950						
Domestic Accommodation only	1000						
Shuttle Services – Domestic	1000						
Car rentals – Domestic	600						
After hour service	150						
workshops/training provided to Travellers and/or Travel Bookers	10 sessions						
Conference bookings	40						
Total amount (transactional fee)							
Total amount (Monthly Management fee)	12						



1. FORM OF OFFER

Notes to Pricing:

- a) A detailed price schedule with breakdown of costs MUST be submitted with the RFQ proposal.
- b) Prices must be quoted in South African Rand, inclusive of VAT and the rate of VAT payable must be clearly stated.
- c) Prices quoted must be held valid for a period of 60 days from closing date of this RFQ
- d) Please note that should you have offered a discounted price(s) SANPC Association will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- e) Any disbursement not specifically priced for will not be considered/accepted by SANPC.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words and cents);

Amount Excluding VAT	VAT		Amount Including VAT
	Rate	Amount	
	15%		

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the RFQ.

Signature Date
 Print Name
 Capacity
 (for the tenderer)

(Name and address of the organization)

 witness

Date

VALIDITY PERIOD:

SANPC desires a validity period up to **60 days** against this Quotation. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Quotation is valid until (To be completed by Tenderer)

PAYMENT:

Payment will made upon completion/ of the works within 30 days from date of receipt of a correct tax invoice

1. Evaluation and methodology

SANPC will utilise the following methodology and criteria in selecting a preferred Service Provider:

STAGE 1 (TEST FOR RESPONSIVENESS) :

Step 1 (Administrative responsiveness)

Step 2 - Test for Substantive Responsiveness

STAGE 2 (FUNCTIONALITY / TECHNICAL EVALUATION)

Step 3 (Minimum thresholds for functionality)

STAGE 3 (WEIGHTED SCORING)

Step 4 (Price 80/90 and 20/10)

Step 5 (Post tender negotiation with preferred tenderer [2nd and 3rd ranked tenderers (**if required**) in a sequential and not simultaneous manner] if pricing is not market-related.

Step 6 (Selection of the preferred bidder. Objective criterion to justify award to someone other than the highest ranked bidder must have been stated in the bid documents and can be used at this stage, **if applicable**)

Step 7 (Award of business and conclusion of contract)

STAGE 1: TEST FOR RESPONSIVENESS

Step 1 - Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
• Whether the Tender has been received on time
• Whether all Returnable Documents were completed and returned by the closing date and time
• Verify the validity of all returnable documents

The test for administrative responsiveness [Step One] must be passed for a Tenderer's Proposal to progress to Step Two for further pre-qualification

Step 2 - Test for Substantive Responsiveness

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	
•	Whether the Tender contains a fully completed price schedule as prescribed
•	CSD Registration No.

The test for substantive responsiveness [Step Two] must be passed for a Tenderer's Proposal to progress to Stage 3 for further evaluation

STAGE 2: Technical / Functionality Evaluation Criteria**1. Minimum Threshold is 70% for the Technical/Functionality Criteria**

Item No	Technical Evaluation Criteria	Proof	Circle Yes/No	% Weighting	
1	Please provide signed reference letters on client letterhead as proof for previous projects	Experience of the TMC in relation to this particular assignment	3 Reference letters	5	35%
			2 Reference letters	3	
			1 Reference letters	1	
			Non- responsive	0	
2	Credibility of the TMC within the travel industry	IATA/ ASATA accreditation	Yes	5	35%
			No	0	
3	Evidence of track record of contracts with Public Entities	Purchase orders from different public entities	3 Purchase order	5	20%
			2 Purchase order	3	
			1 Purchase order	1	
			Non- responsive	0	
4	Evidence of working with virtual cards	References from customers confirming virtual card usage	Yes	5	10%
			No	0	

Tenderers are to note that SANPC will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality (stage 2) must be met or exceeded for a Tenderer's Proposal to progress to Stage 3 for final evaluation

STAGE 3: Evaluation and Final Weighted Scoring**(a) Price Criteria [Weighted score 80]**

Evaluation Criteria
<ul style="list-style-type: none"> Commercial Offer

Price Evaluation: The evaluation for price will be done based on the following formula:

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

SPECIFIC GOALS (Preference point system)

[Weighted score 20 points]

SANPC has identified in its Supply Chain Management Policy, specific goals, which will be used to promote transformation and empowerment.

In this RFQ, SANPC will utilise the valid B-BBEE certificate to determine the specific goal. This selected preference point system will allocate 20 points to Tenderers for attaining the B-BBEE status level of contribution in accordance with the table indicated below and in Annexure 4: Preference Points Claim Form.

	POINTS
PRICE	80
51% or More Black Owned	10
Service providers located in the Western Cape Province	10
Total points for Price and SPECIFIC GOALS	100

As evidence, Tenderers must submit with their Tender, their valid BBBEE certificate or sworn affidavit as points will be based on the level of the Tenderers BBBEE level as per their BBBEE Certificate issued by an agency approved by SANAS or IRBA registered Auditors.

Points claimed in respect of Western Cape Province must be substantiated by relevant proof that the business premises is situated in the Western Cape Province. A valid municipal account or proof of valid lease agreement must be submitted with your bid

STAGE 4 Post Tender Negotiations (if applicable)

SANPC reserves the right to enter into post tender negotiations should it deem it necessary to do

ANNEXURE 1:

SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that:

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

In his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this

Proposal together with their contact details.

FULL NAME _____

SIGNATURE CHAIRMAN

ANNEXURE 2:

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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



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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / YES / NO
trustees / shareholders / members or their spouses conduct



business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**



whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position Name of bidder

ANNEXURE 3

Declaration of Bidder's past supply chain management practices (SBD 8)

1.1 This Standard Bidding Document must form part of all bids invited.

1.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system

Item	Question	Yes	No
2.4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1.1	If so, furnish particulars:		
2.4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.2.1	If so, furnish particulars:		
2.4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



2.4.3.1	If so, furnish particulars:		
2.4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.4.1	If so, furnish particulars:		

1.3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

- 2.3.1 Abused the institution's supply chain management system
- 2.3.2 Committed fraud or any other improper conduct in relation to such system; or
- 2.3.3 Failed to perform on any previous contract.

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

Annexure 4

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

	POINTS
PRICE	80
51% or More Black Owned	10



Service providers located in the Western Cape Province	10
Total points for Price and SPECIFIC GOALS	100

As evidence, Tenderers must submit with their Tender, their valid BBBEE certificate or sworn affidavit as points will be based on the level of the Tenderers BBBEE level as per their BBBEE Certificate issued by an agency approved by SANAS or IRBA registered Auditors.

Points claimed in respect of Western Cape Province must be substantiated by relevant proof that the business premises is situated in the Western Cape Province. A valid municipal account or proof of valid lease agreement must be submitted with your bid

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

ANNEXURE 5

Certificate of Independent Bid Determination (SBD 9)

- 3.1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 3.2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:



- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 3.4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 3.5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

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

- A. I have read and I understand the contents of this Certificate;
- B. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- C. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- D. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- E. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- F. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- G. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (i) prices;
 - (ii) geographical area where product or service will be rendered (market allocation)
 - (iii) methods, factors or formulas used to calculate prices;
 - (iv) the intention or decision to submit or not to submit, a bid;
 - (v) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (vi) bidding with the intention not to win the bid.
- H. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- I. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**