



Tender month	AUGUST 2021
Tender date:	13/08/2021
Tender Number	NCDSAC-002-2021
Title of Tender	APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS
Description	APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS
Employer	DEPARTMENT OF SPORT, ARTS AND CULTURE OF THE NORTHERN CAPE
Employer	DEPARTMENT OF SPORT, ARTS AND CULTURE
Employer email	hnieuwhuizen@ncpg.gov.za
Postal Address	PRIVATE BAG X5004
Town/City	KIMBERLEY
Code	8301
Physical Address1	Mervin J Erlank Sport Precinct Building
Physical Address2	20 – 22 Recreation Road, Florianville, Kimberley
Physical Address4	8301
Employer's Agent Name	SEGOMOTSO LIDZEBE
Company	DEPARTMENT OF SPORT, ARTS AND CULTURE
Postal Address	PRIVATE BAG X5004
Town/City	KIMBERLEY, 8300
Physical 1	Mervin J Erlank Sport Precinct Building
Physical 2	20 – 22 Recreation Road, Florianville, Kimberley
Tel:	076 301 6705
Fax:	(053) 807 4600
E-mail:	slidzebe@ncpg.gov.za
Advert Date	FRIDAY, 13 AUGUST 2021
Briefing Date	A NON-COMPULSORY VIRTUAL Briefing Session will be held on Friday 20 August at 09h00. <i>(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session).</i>
Tender Documents available @	DSAC Website: http://dsac.ncpg.gov.za/index.php/tenders National Treasury E-Portal: https://www.etenders.gov.za
Closure Date	10 SEPTEMBER 2021
Closure Time	11H00
Tender Box Location	Department of Sport, Arts and Culture Head Office, Mervin J Erlank Sport Precinct Building, 20 – 22 Recreation Road, Florianville, Kimberley
General Enquiries Contact Person	Segomotso Lidzebe of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 076 301 6705, e-mail: slidzebe@ncpg.gov.za
Technical Enquiries Contact Person	Heinrich Nieuwenhuizen of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 082 605 4028 e-mail: hnieuwhuizen@ncpg.gov.za
Procurement Policy	Preferential Procurement Regulations, 2017 (Government Gazette No. 10684)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.



Tender Info

DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL
MANAGEMENT COMPANIES TO PROVIDE
TRAVEL MANAGEMENT SERVICES TO THE
DEPARTMENT FOR THE PERIOD OF 36
MONTHS**

AUGUST 2021

EMPLOYER:

THE HEAD OF DEPARTMENT
Department of Sport, Arts and Culture
20 – 22 Recreation Road, Florianville, Mervin J Erlank Sport Precinct Building
KIMBERLEY
8300

TENDERER: _____



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT
COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES
TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS**

CLOSING DATE: FRIDAY, 10 SEPTEMBER 2021

CLOSING TIME: 11H00

NAME OF BIDDER*

.....

CONTACT PERSON*

.....

ADDRESS*

.....

.....

.....

.....

TEL NO*

.....

FAX NO*

.....

E-MAIL ADDRESS*

.....

B-BBEE LEVEL*



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT
COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES
TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS**

GENERAL TENDER INFORMATION:

TENDER ADVERTISED	FRIDAY, 13 AUGUST 2021
NON-COMPULSORY VIRTUAL BRIEFING SESSION	FRIDAY, 20 AUGUST 2021 @ 09h00.
CLOSING DATE	FRIDAY, 10 SEPTEMBER 2021
CLOSING TIME	11H00
CLOSING VENUE	Tender Box at Department of Sport, Arts and Culture Head Office, 20 – 22 Recreation Road, Florianville, Kimberley, 8301

The bid documents completed in all respects plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, Tender Number, title and the closing date indicated on the envelope. The sealed envelope must be handed in the Tender Box situated at 20 – 22 Recreation Road, Florianville, Kimberley, 8301. No late bids will be accepted.



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

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THE TENDER



PART T 1:

TENDER PROCEDURES

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1.1: TENDER NOTICE AND INVITATION TO TENDER



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

1. DSAC hereby invites bidders to render travel management services for a period of 36 months.
2. Only service providers that are CSD registered will be considered.
3. A non-compulsory virtual briefing session will be held on **FRIDAY, 20 AUGUST 2021 at 09h00.**
(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session).
4. Tender documents are available on the departmental website at:
 - 4.1 DSAC Website: <http://dsac.ncpg.gov.za/index.php/tenders>
 - 4.2 National Treasury Temporary E-Portal: <https://www.etenders.gov.za>
 - 4.3 Printed Media
5. Closing of Tender at 11H00 on Friday, 10 September 2021 at DEPARTMENT OF SPORT, ARTS AND CULTURE HEAD OFFICE, 20 – 22 RECREATION ROAD, FLORIANVILLE, KIMBERLEY, 8301.
6. General enquiries relating to this bid should be addressed to Segomotso Lidzebe of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 076 301 6705, e-mail: and technical enquiries to Heinrich Nieuwenhuizen of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 082 605 4028, e-mail: [hnieuwenhuizen@ncpg.gov.za](mailto:hnieuwhuizen@ncpg.gov.za)
7. Please note:
 - Preference will be given to companies who are owned by Women, Youth & Persons with Disabilities.
 - Documents to be submitted with the bid document: An original valid Tax Clearance Certificate or certified copy inclusive of verification PIN, Copy of CSD Registration summary report, B-BBEE Status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor.
 - **Functionality will apply. Based on functionality the tenderer should score 70 points or more to be further evaluated:**
 - The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (Government Gazette No. 10684) shall also apply, together with all other requirements as set out in the Tender Data.
 - Failure to comply with above requirements will result in automatic disqualification of the bidder.
 - DEPARTMENT OF SPORT, ARTS AND CULTURE reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder.



T 1.2:

TENDER DATA



ANNEXURE A1

DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

T 1.2: TENDER DATA

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

1.2.1

Communication and Employer's Agent

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.

The Employer's Agent is:

**Name: MR HEINRICH NIEUWENHUIZEN
DEPARTMENT OF SPORT, ARTS AND CULTURE
20 – 22 RECREATION ROAD, FLORIANVILLE
KIMBERLEY, 8300**

Tel.: 082 605 4028

E-mail: hnieuwwenhuizen@ncpg.gov.za

1.2.2

Competitive Negotiation Procedures

Consortiums are eligible to submit tenders.

1.2.3

Insurance

The Employer will provide **no** insurance.

The Tenderer should provide proof of Professional Indemnity Insurance.

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

1.2.4

Delivery of tender Documents

The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

**Location of tender closure: Tender Box, Department of Sport, Arts and Culture Head Office,
20 – 22 Recreation Road, Florianville, Kimberley, 8301**



Identification details: TENDER NUMBER: NCDSAC/02/2021

TITLE OF TENDER: APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

Sealed tenders with the Tenderer's name and address and the endorsement:

NCDSAC/02/2021 - APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

1.2.5 Closing Time

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

1.2.6 Tender Offer Validity

The tender offer validity period is **120 (hundred and twenty)** days from the closing date.

1.2.7 Clarification of Tender Offer after Submission

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

1.2.8 Financial Statements

- i. Annual financial statements for three (3) years, or for the period since establishment if establishment during the last three (3) years, if required by law to prepare annual financial statements;
- ii. A certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service providers/institutions in respect of which payment is overdue for more than thirty (30) days;
- iii. Particulars of any contracts awarded to the Tenderer by an organ of state during the past five (5) years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv. A statement indicating whether any portion of the goods and services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality of municipal entity is expected to be transferred out of the Republic. Each party to a Consortium shall submit separate certificates/statements in the above regard.

1.2.9 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance (or PIN) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS. Each party to a Consortium shall submit separate certificates in the above regard.



1.2.10

Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) either an original valid B-BBEE Status Level verification certificate or Exempted Micro Enterprise Certificate, or Certified copies thereof in terms of the Preferential Procurement Regulations, 2017. A B-BBEE Status Level for Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017.

1.2.11

The Employer's Undertakings Issue Addenda

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

1.2.12

Opening of Tender Submissions

The tenders will be opened immediately after the closing time.

1.2.13

Test for Responsiveness

Tenders will be considered non-responsive if, inter alia:

- a) The Tender is not in compliance with the required returnable documents;
- b) the Tender is not Tax compliant;
- c) The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.
- d) The tenderer is not registered on the central suppliers database (CSD)

1.2.14

Evaluation of Tender Offers

Functionality will be scored and a minimum of 70 out of the possible 100 is required to be evaluated any further.

1.2.14

A minimum score of 70% and full compliance to returnable documents will qualify a bidder for further evaluation.

1.2.17

Points for Preference

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

1.2.18

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 20 NCP 6.1 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Enterprises with an annual turnover less than R10 million qualify as an Exempted Micro Enterprise (EME) and are exempted from being measured on a BEE scorecard.
- Verified B -BBEE status level of contributor in terms of the new B-BBEE Codes of Good Practice 2013 (published in Government Gazette of 11 October 2013)
- Non-compliant contributor
- Up to 10 (ten) tender evaluation points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:



Exempted Micro Enterprises (EME's)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points(Np)
100%	1	10
≥51%	2	8
<51%	4	5
B-BBEE Status Level of Contributor		Number of Points (Nn)
1		20
2		18
3		14
4		12
5		8
6		6
7		4
8		2
Non-compliant contributor ¹⁾		0

¹⁾: A non-compliant contributor is one who does not meet the minimum score for a Level 8 contributor or who is not verified in terms of the Travel Sector Charter.

F.3.4 Risk Analysis

Not with standing compliance with regard to ASATA/IATA registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- ✓ The Tenderer's ability to fulfill its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No Tenderer will be recommended for an award unless the Tenderer has demonstrated that he/she has these sources and skills required.

F.3.5 Acceptance of panel

The Employer does not bind itself to accepting any tender.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) the Tenderer has not:



- (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to pay municipal rates and taxes or service charges as applicable at the Tenderer's Head Office Municipality and such rates, taxes and charges are in arrears for more than three months;
- (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F.3.6 Notice to unsuccessful Tenderers

The Employer will publish the award of the advertised competitive bid on the e-Tender Publication Portal and the departmental website.

F.4.1 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) If the tender is not completed in non-erasable black ink;
- (b) The name of the Tenderer is not stated or is indecipherable.

F.4.2 Combating abuse of the Supply Chain Management Policy

The Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:

- (a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- (b) Failed during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;



PART T 2:

RETURNABLE DOCUMENTS

T 2.1 List of Returnable Documents

T 2 - 2

T 2.2 Returnable Schedules

T 2 - 4



T 2.1:

**LIST OF RETURNABLE
DOCUMENTS**

T 2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Certificate of Independent Tender Determination
- Schedule 3: Certificate of Authority for Joint Ventures
- Schedule 4: Certificate for Municipal Services and Payments to Service Provider
- Schedule 5: Declaration in terms of the Public Finance Management Act.
- Schedule 6: Schedule of Work Experience
- Schedule 7: Proposed Amendments and Qualifications by Tenderer
- Schedule 8: Certificate of ASATA Registration
- Schedule 9: Professional Indemnity Insurance
- Schedule 10: Tax Clearance Certificate
- Schedule 11: Detail of Proposal by the Tenderer
- Schedule 12: Declaration In Terms of The Public Finance Management Act
- Schedule 13: Annual Financial Statements for the last 3 years
- Schedule 14: Record of Addenda to Tender Documents

2. Returnable Schedules that will be incorporated into the Contract:

- Schedule 21: Record of Addenda to Tender Documents
- Schedule 22: NCP Schedules:
 - NCP 1;
 - NCP 2;
 - NCP 3.1;
 - NCP 3.2;
 - NCP 3.3;
 - NCP 4;
 - NCP 6.1;
 - NCP 7.1;
 - NCP 7.2;
 - NCP 7.3;
 - NCP 8;
 - NCP 9.



T 2.2:

RETURNABLE SCHEDULES



2.1:

**LIST OF RETURNABLE
DOCUMENTS**



2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK

3. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Certificate of Authority for Joint Ventures
- Schedule 3: Certificate for Municipal Services and Payments to Service Provider
- Schedule 4: Schedule of Work Experience
- Schedule 5: Proposed Amendments and Qualifications by Tenderer
- Schedule 6: Certificate of ASATA/IATA Registration
- Schedule 7: Professional Indemnity Insurance
- Schedule 8: Tax Clearance Certificate
- Schedule 9: Detail of Proposal by the Tenderer
- Schedule 10: Annual Financial Statements for the last 3 years
- Schedule 11: Record of Addenda to Tender Documents

4. Other documents required for Tender Evaluation Purposes:

- 4.1. Joint Venture Agreement (if applicable) - append to Schedule 2.
- 4.2. A certified copy of the Bargaining Council Certificate (where applicable) - append to Schedule 7.
- 4.3. An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 10.

5. Returnable Schedules that will be incorporated into the Contract:

Record of Addenda to Tender Documents

NCP Schedules: NCP 1; NCP 2; NCP 3.1, NCP 3.2, NCP 3.3, NCP 4; NCP 6.1; NCP 7.1; NCP 7.2, NCP 7.3, NCP 8; NCP 9 & General Conditions of contract 2010.

6. The price declaration form – Annexure A4 (Form of Offer and Acceptance).



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 1

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

SECTION 1:

Name of Enterprise:

Address of Enterprise:

.....
.....

SECTION 2:

VAT Registration Number, if any:

SECTION 3:

PSIRA registration Number, if any:

SECTION 4:

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.

SECTION 5: Particulars of Companies and Close Corporations:

Company Registration Number:

Close Corporation Number:



Tax Reference Number:

SECTION 6: Record of service of the State:

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director, Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- A member of the Board of Directors of any Municipal entity;
- An official of any Municipality or Municipal entity;
- An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- A member of the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* Insert separate page if necessary.

SECTION 7: Record of spouses, children and parents in the service of the State:

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- A member of the Board of Directors of any Municipal entity;
- An official of any Municipality or Municipal entity;
- An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- A member of the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.

Name of Sole Proprietor,	Identity	Name of Institution, Public	Status of service (tick
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Partner, Director, Manager, Principal shareholder or Stakeholder	Number	Office, Board or Organ of State and position held	appropriate column)	
			Current	Within last 12 months

* **Insert** separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (five) years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 2

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by Joint Ventures.

YES NO (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW.
ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs, authorised signatory of the

Company, Close Corporation or Partnership acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: Name: Designation:
		Signature: Name: Designation:



		Signature: Name: Designation:
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Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 3

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENT TO SERVICE PROVIDER

To: THE HEAD OF THE DEPARTMENT

--

TENDER NR.: NCDSAC/002/2021

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; PROPRIETOR / DIRECTOR/S / PARTNERS, ETC.

PHYSICAL BUSINESS ADDRESS OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER/S

If there is not enough space for all the names, please attach the additional details to the Contract document.

NAME OF DIRECTOR/ MEMBER/PARTNER	IDENTITY NUMBER	PHYSICAL RESIDENTIAL ADDRESS OF DIRECTOR/ MEMBER/ PARTNER	MUNICIPAL ACCOUNT NUMBER/S



CERTIFICATION:

I, , the undersigned,
 (Full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for Municipal Services towards a Municipality or other Service Provider in respect of which payment is overdue for more than 30 (thirty) days.

.....
SIGNATURE

THUS DONE AND SIGNED for and on behalf of the Tenderer / Contractor

at(Place) on the day of(Month) 20.....(Year)

Please note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.



DEPARTMENT OF SPORT, ARTS AND CULTURE

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APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 4 SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

EMPLOYER (NAME, TEL. NO. AND FAX NO.)	PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK R (m)	COMPLETION DATE
COMPLETED PROJECTS				
CURRENT PROJECTS (attach additional pages if needed.)				

Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

**SCHEDULE 5
PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this Schedule.

The Tenderer’s attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 6

CONFIRMATION OF ASATA / IATA REGISTRATION

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 7

PROFESSIONAL INDEMNITY INSURANCE

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 8

TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) or a tax pin shall be attached to this Schedule, or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. A current CSD report that clearly shows the tax status will be acceptable.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 9

DETAIL OF THE PROPOSAL BY THE TENDERER

The proposal must be done for Professional Services.

The proposal is to be done in such a manner as to allow the department to evaluate the specific criteria provided by the tenderer.



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES
TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE
DEPARTMENT FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 10

**ANNUAL FINANCIAL STATEMENTS FOR THE PAST 3 FINANCIAL YEARS TO BE ATTACHED TO
THIS PAGE**



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

**APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES
TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE
DEPARTMENT FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 11

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: NCDSAC/002/2021

APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

NCP SCHEDULES & GENERAL CONDITIONS OF CONTRACT JULY 2010

LIST OF NCP FORMS

1. NCP 1
2. NCP 2
3. NCP 3.1
4. NCP 3.2
5. NCP 3.3
6. NCP 4
7. NCP 6.1
8. NCP 7.1
9. NCP 7.2
10. NCP 7.3
11. NCP 8
12. NCP 9

GENERAL CONDITIONS OF CONTRACT JULY 2010

13. GENERAL CONDITIONS OF CONTRACT JULY 2010 (ALL PAGES TO BE INITIALLED BY THE
BIDDER)



SCOPE OF WORK



**Request for Proposal to appoint three (3) Travel
Management Companies to provide travel
management services to the department
For the period of 36 months**

Advertised : Friday, 13 August 2021

Non-Compulsory Virtual Briefing

Session : Friday, 20 August 2021

Time : 09h00 – 11h00

Closing Date : Friday, 10 September 2021

Time : 11H00

TENDER BOX ADDRESS:

Mervin J Erlank Sport Precinct Building
20 – 22 Recreation Road, Florianville
Kimberley
8301



INTRODUCTION

The DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape is responsible for coordinating, monitoring and evaluation of national government policies in the province. The department derives its mandate from the Constitution of South Africa, Act 108 of 1996.

Vision:

A Department committed to creating a prosperous and empowered Province united in the advancement of its sport, heritage, arts and culture.

Mission:

Our mission is to serve all the people of the Northern Cape by promoting, protecting and developing sport and the diverse cultures of our Province and at the same time be catalysts in development programmes, economic empowerment and other activities thereby entrenching nation building and social cohesion.

Values:

Honesty, Integrity, Professionalism, Goal oriented, Commitment, Tenacity, Morality, Mutual respect, Consistency, Loyalty, and Transparency.

1. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape is in the process of appointing three (3) service providers that will professionally manage the travel and accommodation arrangements of its officials including procurement of venue/facility hire for conference facilities as and when required by the department.

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape for the provision of travel management services to DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape.

This RFP does not constitute an offer to do business with Department of DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.



2. DEFINITIONS

Accommodation means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

Air travel means travel by airline on authorised official business.

Authorising Official means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

Car Rental means the rental of a vehicle for a short period of time by a Traveller for official purposes.

DEPARTMENT OF SPORT, ARTS AND CULTURE (DSAC) means the organ of state, Department or Public Entity that requires the provision of travel management services.

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

Commerce refers to the Government's buy-site for transversal contracts.

International travel refers to travel outside the borders of the Republic of South Africa.

Lodge Card is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.

Management Fee is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

Merchant Fees are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi,



Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

Service Level Agreement (SLA) is a contract between the TMC and Government that defines the level of service expected from the TMC.

Shuttle Service means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

Traveller refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

Travel Authorisation is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.

Travel Booker is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

Travel Management Company or TMC refers to the Company contracted to provide travel management services (Travel Agents).

Travel Voucher means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

VAT means Value Added Tax.

VIP or Executive Service means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.



3. LEGISLATIVE FRAMEWORK OF THE BID

a. Tax Legislation

- i. Bidder(s) must be compliant when submitting a proposal to **DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape** 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).
- ii. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- iii. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- iv. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- v. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- vi. 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.

b. Procurement Legislation

Department of Sport, Arts and Culture: Northern Cape has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).



c. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

4. NON-COMPULSORY VIRTUAL BRIEFING SESSION

A non-compulsory virtual briefing and clarification session will be held on, **FRIDAY, 20 AUGUST 2021 at 09:00** to clarify to bidder (s) the scope and extent of work to be executed. *(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session).*

5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on National Treasury E-tender Portal / Printed media and Departmental Website	DSAC Website: http://dsac.ncpg.gov.za/index.php/tenders National Treasury E-Portal: https://www.etenders.gov.za Printed media
Non-Compulsory Virtual Briefing and Clarification Session	20 AUGUST 2021 @ 09:00
Questions relating to bid from bidder(s) in writing via email	27 AUGUST 2021
Bid closing date	10 SEPTEMBER 2021
Bid closing time	11:00
Notice to bidder(s)	DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape will endeavour to inform bidders of the progress until conclusion of the tender.



All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

- a. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Heinrich Nieuwenhuizen via email hnieuwenhuizen@ncpg.gov.za and or 082 605 4028. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- b. The delegated official of the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape may communicate with Bidder(s) where clarity is sought in the bid proposal.
- c. Any communication to an official or a person acting in an advisory capacity for DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d. All communication between the Bidder(s) and DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape must be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.



- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape (other than minor clerical matters), the Bidder(s) must promptly notify DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape an opportunity to consider what corrective action is necessary (if any).
- g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- h. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.



In some cases it will not be possible to return late bids unopened as some bidders do not provide return addresses on the envelopes, hence the wording "where practicable".

7. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

8. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.



9. **FRONTING**

- a. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- b. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape may have against the Bidder / contractor concerned.

10. **SUPPLIER DUE DILIGENCE**

DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. **SUBMISSION OF PROPOSALS**

- a. Bid documents must be placed in the tender box at, Department of Sport, Arts and Culture, 20 – 22 Recreation Road, Florianville, 8301 on or before the closing date and time.



b. Bid documents will only be considered if received by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape before the closing date and time, regardless of the method used to send or deliver such documents to DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape.

c. ***The bidder(s) are required to submit the following:***

✓ ***Original proposal and***

✓ ***A disk containing an electronic copy on a USB / CD.***

d. Bidders are requested to initial each page of the tender document on the bottom right hand corner.

12. **PRESENTATION / DEMONSTRATION**

As part of the bid evaluation process the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape will request presentations/demonstrations from the short-listed bidders.

Date and time of the presentations will be communicated to the short-listed bidders.

13. **DURATION OF THE CONTRACT**

The successful bidder(s) will be appointed for a period of 36 (thirty six) months at the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's sole discretion for an additional 24 (twenty four) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

14. **SCOPE OF WORK**

a. **Background**

DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape previously made use of three (3) off-site travel agencies to manage the travel requisition and travel expense processes within the travel management lifecycle.



The travel requisition process is currently a manual process. The travel requisition is manually captured on internal forms that go through a manual authorisation approval procedure. Travel bookers within units requests the travel agencies to co-ordinate the travel requisition. Upon receipt of a pro-forma invoice from the travel agencies, the requisitions are submitted to SCM: Logistics Management unit to issue a procurement order.

DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's primary objective in issuing this RFP is to enter into agreement with successful bidders who will achieve the following:

- a) Provide DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape without any degradation in the services;
- c) Appropriately contain DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's risk and traveller risk.

b. Travel Volumes

The current Department of DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape total volumes per annum include air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for the FY 2019/2020 as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel – Domestic	175	R1 230 740
Air Travel - Regional & International	5	R376 390
Accommodation – Domestic	6 507	R7 789 740
Accommodation - Regional & International	5	R266 085
Road transport - Domestic	142	R889 250
Road transport – Regional & International	5	R150 000
Parking	30	R9 000
Travel agency fees	832	R1 129 578
GRAND TOTAL	7 701	R11 840 783



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.

c. Service Requirements

i. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of Department of Sport, Arts and Culture: Northern Cape, locally and internationally. This will include employees and non employees (school learners, school teachers, contractors, consultants and clients where the agreement is that Department of Sport, Arts and Culture: Northern Cape 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 15.3.6.
- c. Familiarisation with current Department of Sport, Arts and Culture: Northern Cape travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between Department of Sport, Arts and Culture: Northern Cape and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current Department of Sport, Arts and Culture: Northern Cape 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 TMC's account, provided that the outcome of a formal dispute process determines otherwise.
- g. Provide a facility for Department of Sport, Arts and Culture: Northern Cape 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.
- k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Department of Sport, Arts and Culture: Northern Cape.
- l. Bidders must be registered with IATA (certified copy of the valid certificate to be attached). It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time. Failure to submit will be an automatic disqualification.

ii. Reservations

The Travel Management Company must:

- 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. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Department of Sport, Arts and Culture: Northern Cape are **non-commissionable**, where commissions are earned for Department of Sport, Arts and Culture: Northern Cape bookings all these commissions should be returned to Department of Sport, Arts and Culture: Northern Cape on a quarterly basis.



- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Department of Sport, Arts and Culture: Northern Cape.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Sport, Arts and Culture: Northern Cape's instructions

iii. 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 also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. 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.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.



iv. 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 Department of Sport, Arts and Culture: Northern Cape's travel policy.
- d. In some cases departments hosting a function, negotiate with the venue service provider to allow government guests to be charged the government discounted rates, the TMC must verify if this is the case and book accordingly.
- e. Department of Sport, Arts and Culture: Northern Cape travellers may only stay at accommodation establishments with which Department of Sport, Arts and Culture: Northern Cape has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Sport, Arts and Culture: Northern Cape.
- f. Accommodation vouchers must be issued to all Department of Sport, Arts and Culture: Northern Cape travellers for accommodation bookings and must be invoiced to Department of Sport, Arts and Culture: Northern Cape as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g. 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.



- h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

v. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the Department of Sport, Arts and Culture: Northern Cape 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 the Department of Sport, Arts and Culture: Northern Cape 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 the Department of Sport, Arts and Culture: Northern Cape 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.
- h. Cancellation of car rental and shuttle bookings must be done promptly to guard against no show and late cancellation fees.

vi. 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 VIP/Executive Travellers 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 24 hours.

d. Communication

- i. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Department of Sport, Arts and Culture: Northern Cape.
- ii. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- iii. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

e. Financial Management

- i. The TMC must implement the rates negotiated by Department of Sport, Arts and Culture: Northern Cape as well as any other government department with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- ii. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Department of Sport, Arts and Culture: Northern Cape for payment within the agreed time period.
- iii. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.



- iv. 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 Department of Sport, Arts and Culture: Northern Cape for the services rendered.
- v. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- vi. Consolidate Travel Supplier bill-back invoices.
- vii. 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 vendor.
- viii. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Sport, Arts and Culture: Northern Cape's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- ix. Ensure Travel Supplier accounts are settled timeously.

f. Technology, Management Information and Reporting

- i. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- ii. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- iii. All management information and data input must be accurate.
- iv. The TMC will be required to provide the Department of Sport, Arts and Culture: Northern Cape with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.



The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- v. Reports must be accurate and be provided as per Department of Sport, Arts and Culture: Northern Cape'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).
- vi. Department of Sport, Arts and Culture: Northern Cape may request the TMC to provide additional management reports.
- vii. Reports must be available in an electronic format for example Microsoft Excel.
- viii. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

1. 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.

2. 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) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

ix. 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.

g. Account Management

- i. An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- ii. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Sport, Arts and Culture: Northern Cape's account.
- iii. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- iv. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- v. Ensure that the Department of Sport, Arts and Culture: Northern Cape's Travel Policy is enforced.
- vi. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- vii. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- viii. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

h. Value Added Services

The TMC must provide the following value added services:

- i. 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

- ii. Electronic voucher retrieval via web and smart phones;
- iii. SMS notifications for travel confirmations;
- iv. Travel audits;
- v. Global Travel Risk Management;
- vi. VIP services for Executives that include, but is not limited to check-in support.

i. Cost Management

- i. The National Treasury cost containment initiative and the Department of Sport, Arts and Culture: Northern Cape's Travel Policy is establishing a basis for a cost savings culture.
- ii. 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.
- iii. 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.
- iv. 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 Department of Sport, Arts and Culture: Northern Cape'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.

j. Quarterly and Annual Travel Reviews

- i. Quarterly reviews are required to be presented by the Travel Management Company on all Department of Sport, Arts and Culture: Northern Cape travel activity in the previous three-month period. These reviews are comprehensive and presented to Department of Sport, Arts and Culture: Northern Cape's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- ii. Annual Reviews are also required to be presented to Department of Sport, Arts and Culture: Northern Cape's Senior Executives.
- iii. These Travel Reviews will include without limitation the following information
 1. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

k. Office Management

- i. The TMC to ensure high quality service to be delivered at all times to the Department of Sport, Arts and Culture: Northern Cape's travellers. The TMC is required to provide Department of Sport, Arts and Culture: Northern Cape with highly skilled and qualified human resources of the following roles but not limited to:
 - a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - g. Strategic Account Manager (per hour)
 - h. System Administrator (General Admin)



15. PRICING MODEL

Department of Sport, Arts and Culture: Northern Cape requires bidders to propose a transactional fee model

Transaction Fees - Offsite

Refer Annexure A3: Pricing Schedule

- i. 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.
- ii. The Department of Sport, Arts and Culture: Northern Cape requires prospective bidders to bid on a wholly traditional booking service.

NB: The Department of Sport, Arts and Culture: Northern Cape will negotiate with the Service Providers for a maximum of up to 5% price escalation in the subsequent years of the contract.

b. Volume driven incentives

- i. It is important for bidders to note the following when determining the pricing:
 - i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
 - ii. No override commissions earned through Department of Sport, Arts and Culture: Northern Cape reservations will be paid to the TMCs;
 - iii. An open book policy will apply and any commissions earned through the Department of Sport, Arts and Culture: Northern Cape volumes will be reimbursed to Department of Sport, Arts and Culture: Northern Cape.
 - iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.



16. EVALUATION AND SELECTION CRITERIA

Department of Sport, Arts and Culture: Northern Cape has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

a. Gate 0: Pre-qualification Criteria

Without limiting the generality of Department of Sport, Arts and Culture: Northern Cape's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.



Paragraph 17.1

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – NCP 1	YES	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – NCP 2	YES	<ul style="list-style-type: none"> i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing schedule: Firm prices (Purchases) – NCP 3.1	YES	Complete and sign the supplied pro forma document
Pricing schedule: Non-Firm prices (Purchases) – NCP 3.2	YES	Complete and sign the supplied pro forma document
Pricing schedule: Professional Services) – NCP 3.3	YES	Complete and sign the supplied pro forma document
Declaration of Interest – NCP 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – NCP 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Contract form: Purchase of goods/works – NCP 7.1 (Part 1 and 2)	YES	Complete and sign the supplied pro forma document
Contract form: Rendering of services – NCP 7.2 (Part 1 and 2)	YES	Complete and sign the supplied pro forma document
Contract form: Sale of goods/works – NCP 7.3 (Part 1 and 2)	YES	Complete and sign the supplied pro forma document
Declaration of Bidder's Past Supply Chain Management Practices – NCP 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – NCP 9	YES	Complete and sign the supplied pro forma document
Joint venture bidders must individually complete NCP 4, 8	YES	Joint venture bidders must individually complete:



and 9.		<ul style="list-style-type: none"> i. NCP 4, ii. 8 and iii. 9.
Signed Joint venture agreement by bidders stipulating the work split and rand value.	YES	Signed joint venture agreement by both parties.
Resolution of the board of directors for the establishment of the Joint Venture.	YES	Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties.
Originally Certified BBBEE Certified/Originally Certified Sworn Affidavit	NO	Non submission will lead to a zero (0) score on BBBEE during the request for quotation process after the panel of the suppliers were appointed.
Originally Certified BBBEE Certified/Originally Certified Sworn Affidavit (Consolidated certificate/sworn affidavit)	NO	Non submission will lead to a zero (0) score on BBBEE during the request for quotation process after the panel of the suppliers were appointed.
Registration on Central Supplier Database (CSD)	NO	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Good standing on tax affairs	YES	<ul style="list-style-type: none"> I. SARS Tax Clearance Pin to validate the bidder's tax matters must be included in the bid document. II. Proof of registration on the Central Supplier Database (Most recent CSD Report). III. Supplier Number (MAAA...) as per your CSD Report. IV. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.



		(NB!!) THE BIDDER MUST BE IN GOOD STANDING WITH SARS IN RESPECT OF ANY RELEVANT LEGISLATIVE TAX COMMITMENTS.
Certified copies of original company registration documents.	YES	<ul style="list-style-type: none"> i. Certificate of registration. ii. Change of name certificate (if applicable). iii. Register of directors, and most current registered business address. <p>(Company registration: CM1 and CK1, Change of name certificate: CM9, Latest registered address: CM22, Most current register of directors: CM29 and CK2).</p>
VAT Registration Certificate	If applicable	Bidders can only charge VAT if registered for VAT at SARS. This must be reflected on their CSD Reports.
Certified copies of share certificate	YES	For all current shareholders/directors/members.
Certified copies of identity documents	YES	For all current shareholders/directors/members.
Company/Entity Profile reflecting the previous work done relevant to the project. CV's of each team member.	NO	Non submission will lead to lower scores during functionality.
Reference letters from clients (current and previous).	NO	Non submission will lead to lower scores during functionality.
General conditions of contract, July 2010	YES	Initialled pro forma document
Annual financial statements for three (3) years or latest three (3) months bank statement stamped by the bank to the TMC to demonstrate their capability to support DSAC (bank confirmation of credit facility)	NO	Non submission will lead to lower scores during the evaluation process.
IATA Licence / Certificate	YES	1. Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.



		2. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
ASATA	NO	Bidders must submit proof of their membership.
Proof of address	NO	Non submission will lead to lower scores during the evaluation process.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

b. Gate 1: Technical Evaluation Criteria = 100 points

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Functionality evaluation points will be 100.
- ii. Bidders are expected to achieve a minimum of 70 for functionality for the bid to be considered for further evaluation stage.

As part of due diligence, Department of Sport, Arts and Culture: Northern Cape may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Department of Sport, Arts and Culture: Northern Cape's sole discretion.

The Bidder's information will be scored according to the following functionality criteria weights:



Description/Criteria	Weight	Documentary Evidence/ Scoring guideline	Value
1. Provide a minimum of three (3) reference letters from contactable existing / recent clients within the past three (3) years which are a similar size to Department of Sport, Arts and Culture.	15	<p>Provide signed and authentic reference letters on the clients letterhead reflecting the following: Company Name, performance of the supplier (Excellent, good/ average/poor), physical address, contact name, phone number, email address, duration of contract, value of the contract, will you recommend this supplier to anyone without reservations.</p> <p>Three (3) contactable references.</p> <p>Two (2) contactable references.</p> <p>One (1) contactable reference.</p>	<p>3 = 15</p> <p>2 = 10</p> <p>1 = 5</p>
2. Firm's relevant experience (number of years providing similar services)	20	<p>Relevant experience greater than 5 years.</p> <p>Relevant experience greater than 3 years.</p> <p>Relevant experience greater than 2 years.</p> <p>Relevant experience greater than 1 year.</p> <p>Relevant experience less than 1 year.</p>	<p>4 = 20</p> <p>3 = 15</p> <p>2 = 10</p> <p>1 = 5</p> <p>0 = 0</p>



<p>3. Team's relevant experience (number of years providing similar services)</p>	<p>20</p>	<p>Teams proven track record for the delivery of TMC Services:</p> <p>Senior Consultants, Intermediate Consultants, Junior Consultants, Travel Manager/Liaison Officer (Operational) and Finance Manager and Support Staff.</p> <p>Intermediate Consultants, Junior Consultants, Travel Manager/Liaison Officer (Operational) and Finance Manager and Support Staff.</p> <p>Junior Consultants, Travel Manager/Liaison Officer (Operational) and Finance Manager and Support Staff.</p> <p>Travel Manager/Liaison Officer (Operational) and Finance Manager and Support Staff.</p> <p>Support Staff (Admin back office, creditor's clerk, debtor's clerk, system administrator etc.)</p>	<p>4 = 20</p> <p>3 = 15</p> <p>2 = 10</p> <p>1 = 5</p> <p>0 = 0</p>
<p>4. Financial viability</p>	<p>10</p>	<p>Submission of: Annual financial statements for the past three (3) financial years (Including statement of comprehensive income, Statement of financial position, Statement of cash flow and accompanying notes or Latest three (3) months bank statement stamped by the bank to the TMC to demonstrate their capability to support DSAC. (Entities trading for less than three (3) years</p>	<p>2 = 10</p>



		<p>financial periods should provide reasons in a letter signed by a duly authorized individual of the entity. All documentation to support the reasons of the entity trading for less than three (3) financial periods should accompany this submission.)</p> <p>TMC did not submit annual financial statements for the past three (3) financial years (Including statement of comprehensive income, Statement of financial position, Statement of cash flow and accompanying notes or Latest three (3) months bank statement stamped by the bank to the TMC to demonstrate their capability to support DSAC.</p>	0 = 0
5. Financial management	15	<p>Describe/provide the following:</p> <ol style="list-style-type: none"> 1. How the TMC will manage the 30 day bill-back account facility (5 points); 2. A standard operating procedure which describes and sets out the process rectifying discrepancies between purchase orders and invoices, the reconciliation of transactions and the timely provision of invoices to DSAC (5 points); 3. Supporting documents on how pre-payments will be handled where it is required for smaller Bed & Breakfast / Guesthouse Facilities (5 points). <p><i>(In cases where the TMC do not submit documentary evidence on each criterion as stated above, the TMC will score 0).</i></p>	3 = 15
6. Office	10	Describe/provide the following:	



<p>management and Account Management</p>		<ol style="list-style-type: none">1. Standard operating procedure of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill-back workflow (2 points);2. The proposed account management structure / organogram (1 point);3. A responsibility matrix of staff that will be assigned to this project. Include CV's and relevant qualifications of the assigned staff (2 points);4. Standard operating procedure document which reflects the following:<ul style="list-style-type: none">✓ Reflects the quality control procedures / processes you have in place to ensure that your clients receive consistent quality service (1 point);✓ How queries, requests, changes, cancellations and bookings without official government orders will be handled. What is your mitigation and issue resolution process? Provide a detailed response indicating performance standards with respect to resolving service issues (1 point);✓ Complaints handling procedure must be submitted (1 point);✓ The measures in place to ensure	
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		<p>that DSAC's Travel Policy is enforced in line with National Treasury Travel Framework (1 point);</p> <ul style="list-style-type: none"> ✓ What workshops / training will be provided to travel bookers (1 point). <p>(In cases where the TMC do not submit documentary evidence on each criterion as stated above, the TMC will score 0)</p>	
<p>7. Technology, Management Information and Reporting</p>	<p>5</p>	<ul style="list-style-type: none"> ✓ Describe how you will manage data and management information such as traveler profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveler behavior, transaction level data (2 points); ✓ Submit an example of a Management Information Report (MIS) that covers the following (3 points): <ul style="list-style-type: none"> I. Supplier list for accommodation, air fare, shuttles; II. After hours report; III. Savings; IV. Transactional level (name of traveler, date of travel, travel spend category); V. Open voucher report, refund log and cancellations report; VI. Services fees and VII. Creditors ageing report. <p>(In cases where the TMC do not submit documentary evidence on each criterion as</p>	<p>5</p>



		<i>stated above, the TMC will score 0)</i>	
8. Communication and Reservations	5	<ul style="list-style-type: none"> ✓ Describe your communication process and how you will ensure that travel bookers, traveler and TMC are informed of the travel booking processes and are linked to ensure one continuous workflow (1 point); ✓ The TMC must demonstrate its capability as part of communication process to include and provide examples of (2 points); <ul style="list-style-type: none"> i. SMS notifications of entire bookings; ii. E-tickets for flights and voucher for car rentals, accommodation and shuttle; iii. Email notifications. ✓ Manage all reservations / bookings: <ul style="list-style-type: none"> i. Describe in detail the process of booking the most cost-effective and practical routing for the traveler. This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveler(s) including preferred seating, preferred accommodation, waitlist clearance, special meals, travelers with disabilities etc. Directly negotiated rates (1 point); ii. Describe how discounted negotiated rates will be secured and 	5



		describe any automated tools that will be used to assist with maintenance and processing of said negotiated rates (1 point) .	
9. Locality	10	Indicate and provide proof if your company has a functional local office within the Northern Cape. The company is based outside of the Northern Cape Office.	1 = 10 0 = 0
Total points	100		



c. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

1. Stage 1 – Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

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

2. Stage 2 – BBBEE Evaluation (20 Points)

a. BBBEE Points allocation

A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:



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

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate or Sworn Affidavit

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of Sport, Arts and Culture: Northern Cape** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.



The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

c. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

- NB: This bid is not subjected to sub-contracting, as it is impractical, however,

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

3. Stage 3 (80 + 20 = 100 points)

The Price and BBEE points will be consolidated.

17. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Sport,



Arts and Culture: Northern Cape is prepared to enter into a contract with the successful Bidder(s).

- b. The bidder submitting the General Conditions of Contract to Department of Sport, Arts and Culture: Northern Cape together with its bid, duly signed by an authorised representative of the bidder.

18. **CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation of 5%.

19. **SERVICE LEVEL AGREEMENT**

- a. Upon award Department of Sport, Arts and Culture: Northern Cape and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Sport, Arts and Culture: Northern Cape, more or less in the format of the draft Service Level Indicators included in this tender pack.
- b. Department of Sport, Arts and Culture: Northern Cape reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- c. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d. Department of Sport, Arts and Culture: Northern Cape reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of Sport, Arts and Culture: Northern Cape or pose a risk to the organisation.



20. SPECIAL CONDITIONS OF THIS BID

Department of Sport, Arts and Culture: Northern Cape reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. Award to multiple bidders based either on size or geographic considerations.

21. Department of Sport, Arts and Culture: Northern Cape REQUIRES BIDDER(S) TO DECLARE:

In the Bidder's Technical response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Sport, Arts and Culture: Northern Cape;



- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Department of Sport, Arts and Culture: Northern Cape fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Sport, Arts and Culture: Northern Cape;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Sport, Arts and Culture: Northern Cape as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Department of Sport, Arts and Culture: Northern Cape will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. Department of Sport, Arts and Culture: Northern Cape reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of Sport, Arts and Culture: Northern Cape or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;



- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Sport, Arts and Culture: Northern Cape's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Sport, Arts and Culture: Northern Cape relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.



- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Sport, Arts and Culture: Northern Cape against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Sport, Arts and Culture: Northern Cape and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24. **PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Sport, Arts and Culture: Northern Cape, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

25. **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Sport, Arts and Culture: Northern Cape incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Sport, Arts and Culture: Northern Cape harmless from any and all such costs which Department of Sport, Arts and Culture: Northern Cape may incur and for any damages or losses Department of Sport, Arts and Culture: Northern Cape may suffer.

26. **PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.



27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Sport, Arts and Culture: Northern Cape shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Sport, Arts and Culture: Northern Cape reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Sport, Arts and Culture: Northern Cape, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Sport, Arts and Culture: Northern Cape further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Sport, Arts and Culture: Northern Cape reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the Northern Cape courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.



31. **RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Department of Sport, Arts and Culture: Northern Cape allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Department of Sport, Arts and Culture: Northern Cape will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

32. **CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Sport, Arts and Culture: Northern Cape's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Sport, Arts and Culture: Northern Cape remain proprietary to Department of Sport, Arts and Culture: Northern Cape and must be promptly returned to Department of Sport, Arts and Culture: Northern Cape upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Sport, Arts and Culture: Northern Cape's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.



33. Department of Sport, Arts and Culture: Northern Cape PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Sport, Arts and Culture: Northern Cape proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (NCDSAC/002/2021), the Department of Sport, Arts and Culture: Northern Cape may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



PRICING SUBMISSION

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for [RFP/BID NCDSAC-002-2021](#) contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy [and an electronic copy](#) of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the template attached ,which is [transactional fee model offsite](#).

2.1.4 Bidders must reference RFP/BID main document section 14.(b) for current travel volumes.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must complete the templates with unit prices including VAT**.



**ANNEXURE A3: TRANSACTION FEE MODEL
OFF-SITE SERVICES**

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

BIDDER NAME

0

The bidders will be evaluated according to pricing and B-BBEE criteria.

Bidders must indicate the pricing for Year One (1).

CPI of 5% has been applied for Years Two (2) to Year Three (3) for evaluation purposes only. It remains the responsibility of the bidder to ensure that the calculations are correct when making use of this template. The Department of Sport, Arts and Culture will not take responsibility for incorrect calculations and only provided the template to make it easier for the bidders to calculate their final price.

ITEM	Transaction Type	Estimated Number of Transactions Per Year	Transaction fee Year 1 (Incl. VAT)		Transaction fee Year 2 (Incl. VAT)		Transaction fee Year 3 (Incl. VAT)		Total Price for Three (3) Years (Including VAT)	
			Unit Price (incl VAT)	TOTAL Price (Incl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (Incl VAT)	TOTAL Price (Incl VAT)		
1	Air Travel – International	10	R	-	R	-	R	-	R	-
2	Air Travel – Regional	15	R	-	R	-	R	-	R	-
3	Air Travel – Domestic	275	R	-	R	-	R	-	R	-
4	Air Travel – International (Re-issue)	5	R	-	R	-	R	-	R	-
5	Air Travel – Regional (Re-issue)	5	R	-	R	-	R	-	R	-
6	Air Travel – Domestic (Re-issue)	5	R	-	R	-	R	-	R	-
7	Air Travel – International (Refund)	5	R	-	R	-	R	-	R	-
8	Air Travel – Regional (Refund)	5	R	-	R	-	R	-	R	-
9	Air Travel – Domestic (Refund)	5	R	-	R	-	R	-	R	-
10	Car Rental All Types – International	5	R	-	R	-	R	-	R	-
11	Car Rental All Types – Regional	5	R	-	R	-	R	-	R	-
12	Car Rental All Types – Domestic	500	R	-	R	-	R	-	R	-
13	Transfers/Shuttle – International	5	R	-	R	-	R	-	R	-
14	Transfers/Shuttle – Regional	5	R	-	R	-	R	-	R	-
15	Transfers/Shuttle – Domestic	100	R	-	R	-	R	-	R	-
16	Accommodation – International	10	R	-	R	-	R	-	R	-
17	Accommodation – Regional	15	R	-	R	-	R	-	R	-
18	Accommodation – Domestic	4,250	R	-	R	-	R	-	R	-
19	Train bookings – International	10	R	-	R	-	R	-	R	-
20	Train bookings – Regional	15	R	-	R	-	R	-	R	-
21	Train bookings – Domestic	75	R	-	R	-	R	-	R	-
22	En-route catering / take aways	5	R	-	R	-	R	-	R	-
23	Bus/Coach bookings (Government Officials)	15	R	-	R	-	R	-	R	-
24	Courier services for travel documentation (Visa and Passports)	25	R	-	R	-	R	-	R	-
25	Visa Assistance (Provision of documents and advice)	25	R	-	R	-	R	-	R	-
26	Travel vaccines and advice	25	R	-	R	-	R	-	R	-
27	Cancellations	58	R	-	R	-	R	-	R	-
28	Changes to bookings	100	R	-	R	-	R	-	R	-
29	After Hours Services	250	R	-	R	-	R	-	R	-
20	Ad-hoc Reports (per report)	12	R	-	R	-	R	-	R	-
31	Customized Reports (per report)	4	R	-	R	-	R	-	R	-
Total		5836	R	-	R	-	R	-	R	-
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES			R							-

I, the undersigned (Full name and surname)

.....

Certify that the information as provided in the table above is true and correct (recalculated), and understood the above document in full.

Signature

Date



ANNEXURE A4

RFP NO:	DEPARTMENT OF SPORT, ARTS AND CULTURE
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	0

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide **OFF-SITE** travel management service to the Department of Sport, Arts and Culture at the following total amounts (including VAT)

Template 1: Transaction Fee (Off-Site)

R	-	(incl. VAT)	
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In words:

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Department of Sport, Arts and Culture.

We understand that Department of Sport, Arts and Culture are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

<i>Signature</i>

<i>Date</i>

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE					
BID NUMBER:	NCDSAC-002-2021	CLOSING DATE:	10 SEPTEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (NCP7).					
BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT THE MAIN RECEPTION AREA:					
Mervin J Erlank Sport Precinct Building (MJESP)					
20 - 22 Recreation Road					
Florianville					
Kimberley					
8301					
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					
TAX CLEARANCE CERTIFICATE AND SARS TAX STATUS PIN LETTER (GOOD STANDING) BEEN SUBMITTED					<input type="checkbox"/> Yes <input type="checkbox"/> No
CSD SUPPLIER NUMBER: MAAA.....					
HAS AN ORIGINALLY CERTIFIED COPY OF THE BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED?					<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
NAME:					
[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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT OF SPORT, ARTS AND CULTURE	DSAC – SCM OFFICE	CONTACT PERSON	MR. HEE NIEUWENHUIZEN
CONTACT PERSON	MRS. S LIDZEBE	TELEPHONE NUMBER	082 605 4028
TELEPHONE NUMBER	076 301 6705	E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za
E-MAIL ADDRESS	slidzebe@ncpg.gov.za		

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 AND MUST NOT TO BE RE-TYPED, FAXED OR SCANNED DOCUMENT TO SCM OFFICIALS WILL NOT BE CONSIDERED.	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, BIDDERS ON THE TENDER DEFAULT REGISTER AND BIDDERS LISTED ON THE DATABASE OF RESTRICTED SUPPLIERS OF NATIONAL TREASURY.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The form "Application for Tax Clearance Certificate (in respect of Bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the Bidder is registered for tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of 6 (six) months from the date of issue. This Tax Clearance Certificate must be submitted in the original (or PIN), together with the bid and attached to Schedule 15. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate Tax Clearance Certificate. Copies of the "Application for Tax Clearance Certificates" are available at any Receiver's Office.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and model	.....
-	Country of origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis	.....

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

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		.....
-	At:		.....
-	Brand and model		.....
-	Country of origin		.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		.....
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

.....

.....

.....

.....

R.....

R.....

R.....

R.....

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

.....

.....

.....

R..... days

R..... days

R..... days

R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

.....

.....

.....

.....

.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*(DELETE IF NOT APPLICABLE)

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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 presently employed by the state? YES / NO

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 the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

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

(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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

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 whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed~~ not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
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"/>
4.3.1	If so, furnish particulars:		

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"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

J5365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 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.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.