public enterprises
Department:
Public Enterprises
REPUBLIC OF SOUTH AFRICA

25 August 202021

RE: ADDENDUM NO.1

NOTICE TO ALL TENDERERS

ADDENDUM	TERMS OF REFERENCE
TENDER NUMBER:	**DPE 3/2021-2022**
TENDER TITLE:	REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS
USER DEPARTMENT	SUPPLY CHAIN MANAGEMENT
ENQUIRIES	Abel Makhafola – Abel.Makhafola@dpe.gov.za

With reference to the above-mentioned tender please note the following amendments.

1. **Paragraph 13: Submission of proposals** -address was amended to 80 Hamilton Street, Arcadia, 0083.
2. **Paragraph 15: Duration of a contract**- The renewal of the contract will be at intervals of thirty-six instead of twelve (36) months each.
3. **Paragraph 17- Pricing Model**- Department of Public Enterprises requires bidders to propose one pricing models being the transactional fee model (instead of two transactional fee , the second which is the management fee) .
4. **Paragraph 18.3.1.2 (a)** : B-BBEE points allocation- A valid B-BBEE Certificate / sworn affidavit as prescribed. (Instead of the original certified B-BBEE Certificate / sworn affidavit)

Kindly use the attached updated Terms of Reference which is addressing the above listed amendments.

Kindly complete the acknowledge receipt portion and submit together with the tender documents.

Any inconvenience caused is indeed regrettable.

Yours Faithfully

Sylvia Mkhize
Supply Chain Management

public enterprises

Department:
Public Enterprises
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS

RFP Ref. No:	DPE 03/2021/2022
Description	**REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS**
Non-Compulsory Briefing Session	25 AUGUST 2021 AT 11:00AM
Publication date	**16 AUGUST 2021**
RFP Closing Details	**Date: 10 SEPTEMBER 2021** **Time: 11:00 (South African Time)** **Place: Department of Public Enterprise** **Street: 80 Hamilton Street** **Arcadia, Pretoria**
Public Opening of RFP Responses	**Date: 10 SEPTEMBER 2021** **Time: 11:00 (South African Time)** **Place: Department of Public Enterprise** **Street: 80 Hamilton Street** **Arcadia, Pretoria**
RFP Validity Period	**90 Days from the Closing Date**

PROSPECTIVE BIDDERS MUST REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE PRIOR TO SUBMITTING BIDS.

CHECK LIST FOR BID DOCUMENTATION

TAKE NOTE: SHOULD ANY OF THE MENTIONED BID DOCUMENTS NOT BE DULY COMPLETED AND SIGNED YOUR BID WILL BE DISQUALIFIED

FORM	DESCRIPTION	CHECK BOX
SBD 1	INVITATION TO BID	
SBD 3.3	PRICING SCHEDULE (PROFESSIONAL SERVICES)	
TOR	TERMS OF REFERENCE FOR SERVICE	
SBD 4	DECLARATION OF INTEREST	
SBD 6.1	PREFERANCE POINTS CLAIM FORM: ORIGINAL B-BBEE CERTIFICATE/CERTIFIED ORGINAL/ORIGINAL SWORN AFFIDAVIT OR ORIGINAL CERTIFIED COPY TO BE SUBMITTED	
SBD 8	DECLARATION OF BIDDER'S PAST SCM PRACTICES	
SBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
GCC	GOVERNMENT PROCURMENT: GENERAL CONDITIONS OF CONTRACT	
REGISTRATION ON CENTRAL SUPPLIER DATABASE	CENTRAL SUPPLIER DATABASE Effective from 1ST September 2015 all prospective suppliers have to self-register once on the central supplier database website https://secure.csd.gov.za. In order to do business with all spheres of government. As soon as supplier's information has been verified with external data sources (e.g sars and cipc) a unique supplier nr and security code will be allocated and communicated to all suppliers. The supplier can use this information to update and maintain his profile. **NB A copy of your company registration report must be submitted with your bid/price quotation. Failure thereof may disqualify your proposal.**	
NB: ONLY SUBMIT ONE COPY OF THE ORIGINAL BID AS RECEIVED AND 1 COPY EACH OF THE TECHNICAL/FUNCTIONALITY AND FINANCIAL PROPOSAL		

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	BID DPE 3/2021-2022	CLOSING DATE:	10 SEPTEMBER 2021	CLOSING TIME:	11;00
DESCRIPTION	THE DEPARTMENT OF PUBLIC ENTERPRISES INVITES SERVICES PROVIDERS TO SUBMIT A PROPOSAL TO ASSIST WITH TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS **NON-COMPULSORY BRIEFING SESSION: 25 AUGUST 2021** **PRE-QUALIFICATION: ONLY BIDDERS WITH B-BBEE LEVEL 1 – 4 TO PARTICIPATE IN THIS BID**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
DEPARTMENT OF PUBLIC ENTERPRISES, GROUND FLOOR SECURITY					
80 HAMILTON STREET, ARCADIA, 0083					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**ABEL MAKHAFOLA**	CONTACT PERSON	**ABEL MAKHAFOLA**
TELEPHONE NUMBER	**012 431-1030**	TELEPHONE NUMBER	**012 431-1005**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**abel.makhafola@dpe.gov.xa**	E-MAIL ADDRESS	**abel.makhafola@dpe.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DPE 3/2021-2022
CLOSING TIME 11:00	CLOSING DATE: 10 SEPTEMBER 2021

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

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

The Department of Public Enterprises invites service providers to submit a proposal for travel management services for a period of 36 months
Non-Compulsory briefing session: 25 August 2021
Pre-qualification criteria: Only bidders with B-BBEE level 1 – 4 will be accepted to participate in the bid

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..... .....
(TOTAL 1 & 2)

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----------	----------

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

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
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL (1): R.....

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

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 (2): 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 or technical information may be directed to–

Abel Makhafola
Tel: (012) 431-1005

public enterprises
Department:
Public Enterprises
REPUBLIC OF SOUTH AFRICA

Request for Proposal for Travel Management Services

For the period of Thirty-Six (36) months

DPE03/2021-2022

Date Issued: 16 August 2021

Non-Compulsory Briefing Session: 25 August 2021 at 11:00am

Deadline for enquiries: 03 September 2021 at 16:00pm

Closing date and time: 10 September 2021 at 11:00am

Bid Validity Period: 90 days

TENDER BOX ADDRESS:

80Hamilton Street

Arcadia

0083

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1. INTRODUCTION

The vision of the Department of Public Enterprises (DPE), articulated in 2011, "is to drive investment, productivity and transformation in the Department's portfolio of State-Owned Companies (SOC), their customers and suppliers so as to unlock growth, drive industrialisation, create jobs and develop skills"

The Department sees the SOC for which it is responsible as key instruments of industrial policy and core players of the developmental state, essential in driving economic growth through the provision of efficient, reliable and affordable economic infrastructure. The Department therefore provides direction to the SOC in order to ensure that their activities, operations and investment programmes support the medium-term strategic framework of the government, as well as the programmes set out in the National Development Plan (NDP) and the New Growth Path (NGP). The work of the DPE and its SOC contribute to Outcome 6 of the 12 National Government outcomes adopted by the Cabinet Lekgotla in January 2010 "An efficient, competitive and responsive economic infrastructure network".

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to Department of Public Enterprises.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Public Enterprises for the provision of travel management services to Department of Public Enterprises.

This RFP does not constitute an offer to do business with Department of Public Enterprises, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. 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.16:30 to -07:45 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 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.

g-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 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.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to Department of Public Enterprises 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).

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.

4.1.2. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.3. 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.

4.1.4. 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.

4.1.5. 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.

4.2. **Procurement Legislation**

4.2.1. Department of Public Enterprises 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).

4.3. **Technical Legislation and/or Standards**

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

5. BRIEFING SESSION

5.1. Non- compulsory briefing session via virtual meeting date **25 August 2021.**

6. TIMELINE OF THE BID PROCESS

6.1. 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:

6.1.1. The bidder accepts that, if Department of Public Enterprises extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

7.1. A nominated official of the bidder(s) can make enquiries in writing, to Mr Abel Makhafola via email Abel.Makhafola@dpe.gov.za and/or 012-431 1005. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

7.2. **Deadline for questions relating to this tender is the 03 September 2021.**

7.3. The delegated office of Department of Public Enterprises may communicate with Bidder(s) where clarity is sought in the bid proposal.

7.4. Any communication to an official or a person acting in an advisory capacity for Department of Public Enterprises in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

7.5. All communication between the Bidder(s) and Department of Public Enterprises must be done in writing.

7.6. Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Enterprises 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 Public Enterprises, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

7.7. 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 Public Enterprises (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Enterprises in writing of such discrepancy, ambiguity, error or inconsistency in order to afford

Department of Public Enterprises an opportunity to consider what corrective action is necessary (if any).

7.8. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Enterprises will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.9. 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.

8. IMPORTANT DATES

8.1. Non-Compulsory Briefing Session – **25 AUGUST 2021**

8.2. Deadline for questions relating to the tender – **03 SEPTEMBER 2021**

8.3. Deadline for submission of tender documents – **10 SEPTEMBER 2021**

9. 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).

10. 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.

11. FRONTING

11.1. 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.

11.2. 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 Public Enterprises may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

Department of Public Enterprises 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.

13. SUBMISSION OF PROPOSALS

13.1. Bid documents may either be posted to 80 Hamilton Street, Arcadia, 0083 (preferably registered mail) OR placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.

13.2. Bid documents will only be considered if received by Department of Public Enterprises before the closing date and time, regardless of the method used to send or deliver such documents to Department of Public Enterprises.

13.3. The bidder(s) are required to submit separately (one (1) original Technical Proposal file and one (1) original financial proposal file by the closing date and time. Each file should be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the files should be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
Exhibit 1: Pre-qualification documents *(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))*	**Exhibit 1:** Pricing Schedule *(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)*
Exhibit 2: • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. *(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)*	
Exhibit 3: • General Conditions of Contract (GCC) • Draft Service Level Agreement *(Refer to Section 20 – Service Level Agreement)*	
Exhibit 4: • Company Profile • Any other supplementary information	

13.4. Bidders are requested to initial each page of the tender document.

14. PRESENTATION / DEMONSTRATION

Department of Public Enterprises reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

15. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of thirty-six (36) months with an option to renew in Department of Public Enterprises' 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 thirty-six (36) months each.

16. SCOPE OF WORK

16.1. Background

Department of Public Enterprises currently uses manual system 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 forms that go through a manual authorisation approval procedure and are then forwarded to the Department of Public Enterprises travel co-ordinator. The Department of Public Enterprises travel co-ordinator captures the requisition into the manual process which goes through an approval workflow process and then through to the travel management company for travel booking. The Department of Public Enterprises is in the process of automating its travel management processes.

Department of Public Enterprises' primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

a) Provide Department of Public Enterprises 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 Public Enterprises without any degradation in the services;

c) Appropriately contain Department of Public Enterprises' risk and traveller risk.

16.2. Travel Volumes

The current Department of Public Enterprises total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the estimated 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	989	511845.00
Air Travel - Regional & International	35	1 940 000.00
Car Rental - Domestic	305	1 618 930.00
Car Rental - Regional & International	10	20 000.00
Shuttle Services - Domestic	280	514 602.00
Accommodation - Domestic	510	2 258 622.00

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Accommodation - Regional & International	30	796 991.00
Transfers - Regional & International	10	68 900.00
Bus/Coach bookings	10	1 200 000.00
Train - Regional & International	5	26 700.00
Conferences/Events	30	433 463.00
After Hours	143	24 676.00
Parking	390	92 000.00
Insurance	14	4 900.00
Forex	31	330 000.00
GRAND TOTAL		

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. (This is for bidders information and is not to be used in the transaction fee model).

NB Attached is a list of various services or transactions (i.e., Template 1- Transaction Fee Model) relating to the travel management. The prospective bidders are requested to complete their transaction fee in line with the attached list of services per unit including vat. Please indicate those services that are free on your company financial proposal by indicating (0 fee or -). Failure to comply with the above request will lead to the disqualification of your company financial proposal.

16.3. **Service Requirements**

16.3.1. **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 Public Enterprises, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that Department of Public Enterprises is responsible for the arrangement and cost of travel.

b. Provide travel management services during normal office hours (Monday to Friday 07:45 –16:30) and provide after hours and emergency services Monday to Friday 16:30 – 07:45.

c. Familiarisation with current Department of Public Enterprises travel business processes.

d. Familiarisation with current travel suppliers and negotiated agreements that are in place between Department of Public Enterprises and third parties. Assist with further negotiations for better deals with travel service providers.

e. Familiarisation with current Department of Public Enterprises 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, subject to the outcome of a formal dispute process.

g. Provide a facility for Department of Public Enterprises 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 Public Enterprises.

l. Assist Department in booking and paying for international conferences either in or outside South Africa.

16.3.2. **Reservations**

The Travel Management Company will:

a. Receive travel requests from 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 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 be able to facilitate a booking on request at a venue or restaurant for meeting.

k. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.

l. advise the traveller of all visa and inoculation requirements well in advance.

m. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

n. facilitate any reservations that are not bookable on the Global Distribution System (GDS).

o. facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.

p. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

q. 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.

r. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Department of Public Enterprises are **non-commissionable**, where commissions are earned for Department of Public Enterprises bookings all these commissions should be returned to Department of Public Enterprises on a quarterly basis.

s. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Department of Public Enterprises.

t. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Public Enterprises' instructions

16.3.3. **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.

l. Ensure that loyalty number appear on bookings.

16.3.4. **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 Public Enterprises' travel policy.

d. Department of Public Enterprises travellers may only stay at accommodation establishments with which Department of Public Enterprises 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 Public Enterprises.

e. Accommodation vouchers must be issued to all Department of Public Enterprises travellers for accommodation bookings and must be invoiced to Department of Public Enterprises as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

f. 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.

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

16.3.5. **Car Rental and Shuttle Services**

a. The TMC will book the approved category vehicle in accordance with the Department of Public Enterprises 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 Public Enterprises 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 Public Enterprises 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.

16.3.6. **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 (16:30 to 07:45) 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.

16.4. **Communication**

16.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Department of Public Enterprises.

16.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.

16.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

16.5. **Financial Management**

16.5.1. The TMC must implement the rates negotiated by Department of Public Enterprises with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

16.5.2. 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 Public Enterprises for payment within the agreed time period.

16.5.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

16.5.4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the

supplier sending the bill back to the TMC, who, in turn, invoices Department of Public Enterprises for the services rendered.

16.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

16.5.6. Consolidate Travel Supplier bill-back invoices.

16.5.7. 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.

16.5.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Public Enterprises' 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.

16.5.9. Ensure Travel Supplier accounts are settled timeously.

16.6. **Technology, Management Information and Reporting**

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

16.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

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

16.6.4. The TMC will be required to provide the Department of Public Enterprises 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

16.6.5. Reports must be accurate and be provided as per Department of Public Enterprises' 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).

16.6.6. Department of Public Enterprises may request the TMC to provide additional management reports.

16.6.7. Reports must be available in an electronic format for example Microsoft Excel. **Please provide the samples of the reports with your company proposal, failure to provide sample of the reports will lead to zero point allocation on the reports.**

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

16.6.8.1. 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.

16.6.8.2. 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.

16.6.9. 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.

16.7. **Account Management**

16.7.1. 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.

16.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Public Enterprises' account.

16.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

16.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

16.7.5. Ensure that the Department of Public Enterprises' Travel Policy is enforced.

16.7.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

16.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

16.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

16.8. **Value Added Services**

The TMC must provide all listed value-added services with their company proposal to qualify for full points:

16.8.1. Destination information for regional and international destinations:

i. Health warnings;
ii. Weather forecasts;
iii. Places of interest;
iv. Visa information;

v. Travel alerts;
vi. Location of hotels and restaurants;
vii. Information including the cost of public transport;
viii. Rules and procedures of the airports;
ix. Business etiquette specific to the country;
x. Airline baggage policy; and
xi. Supplier updates

16.8.2. Electronic voucher retrieval via web and smart phones;

16.8.3. SMS notifications for travel confirmations;

16.8.4. Travel audits;

16.8.5. Global Travel Risk Management;

16.8.6. VIP services for Executives that include but is not limited to check-in support.

16.9. **Cost Management**

16.9.1. The National Treasury cost containment initiative and the Department of Public Enterprises' Travel Policy is establishing a basis for a cost savings culture.

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

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

16.9.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Department of Public Enterprises' 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.

16.10. **Quarterly and Annual Travel Reviews**

16.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all Department of Public Enterprises travel activity in the previous three-month period. These reviews are comprehensive and

presented to Department of Public Enterprises' Procurement and Finance teams as part of the performance management reviews based on the service levels.

16.10.2. Annual Reviews are also required to be presented to Department of Public Enterprises' Senior Executives.

16.10.3. These Travel Reviews will include without limitation the following information

16.10.3.1. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

16.11. **Office Management**

16.11.1. The TMC to ensure high quality service to be delivered at all times to the Department of Public Enterprises' travellers. The TMC is required to provide Department of Public Enterprises with highly skilled and qualified human resources of the following roles but not limited to:

a. Senior Consultants
b. Travel Manager (Operational)
c. Admin Back Office (Creditors / Debtors/Finance Processors)
d. Strategic Account Manager
e. System Administrator (General Admin)

16.12. **On-site Facilities**

16.12.1. If it is agreed between the parties that the TMC will be on-site, Department of Public Enterprises will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

i. Office Space
ii. Office Furniture
iii. Telephones
iv. Photocopier
v. Shelving
vi. Safe
vii. Tea/Coffee making facilities
viii. IT infrastructure (cabling, trunking and cabinet) for TMC to connect to and carry those costs

ix. Direct line (can be used for fax machine)

x. Bathroom and kitchen facilities

xi. Etc.

17. PRICING MODEL

Department of Public Enterprises requires bidders to propose one pricing models being the transactional fee model. Department of Public Enterprises will at their discretion select the best possible cost-effective solution.

N.B: THE PRICING SHOULD BE PER TRANSACTION OR MODEL FEE. FAILURE WILL LEAD TO DISQUALIFICATION

17.1. Transaction Fees

Refer Annexure A1: Pricing Schedule

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

17.1.1.1. Off-site option **(Annexure A1)**

17.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

17.2. Volume driven incentives

17.2.1. 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 Public Enterprises reservations will be paid to the TMCs.

iii. An open book policy will apply and any commissions earned through the Department of Public Enterprises volumes will be reimbursed to Department of Public Enterprises.

iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

18. EVALUATION AND SELECTION CRITERIA

Department of Public Enterprises 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.

18.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of Department of Public Enterprises' other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** and **2** 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. Only bidders with **B-BBEE level 1-4** will be accepted to participate in this bid.

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

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION MAY RESULT IN DISQUALIFICATION?	COMPLY	NOT COMPLY
Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document		

Tax Status **Tax Clearance Certificate – SBD 2**	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.		
Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document		
Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on BBBEE		
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete and sign the supplied pro forma document		
Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied pro forma document		
Bidder Compliance form for Functional Evaluation	Complete and sign		
Registration on Central Supplier Database (CSD Report)	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.		
Subcontracting of shuttle service providers and conference facilities venues	TMC must work with the Department of Public Enterprises to identify and accredit service providers for shuttle service and conference facilities. This is a compulsory requirement.		
Pricing Schedule	Submit full details of the transactional fee model as per **Annexure A1 in a separate envelope**		

Table 2: Mandatory Requirements documents that must be submitted

Bidders will be automatically eliminated if the following evidence is not presented or responded upon and are not going to be evaluated further.

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION MAY RESULT IN DISQUALIFICATION?	COMPLY	NOT COMPLY
B-BBEE certificate Level 1-4	Bidders are required to submit a valid B-BBEE certificate or valid sworn affidavit.		
Valid IATA Licence / Certificate (Attach certified copy not more than three (3) months)	Bidders are required to submit their valid International Air Transport Association **(IATA)** licence/ certificate (certified copy) at closing date. 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.		
Valid ASATA Licence/ Certificate. (Attach certified copy not more than three (3) months)	Bidders are required to submit their valid Association of Southern African Travel Agent **(ASATA)** Where a bidding company is using a 3rd party ASATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.		
Pricing Schedule	The pricing should be per transaction or model fee.		

18.2. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

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. Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of **60 points of 80 points.**

ii. Presentation and system demonstration – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 10 points out of 20 points.

iii. The overall combined score must be equal or above **70 points** in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, Department of Public Enterprises will 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 Public Enterprises' sole discretion.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	60
Presentation and On-site Reference Checks	20	10
OVERALL COMBINED POINTS	**100**	**70**

18.3. **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 20points)

18.3.1.1. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

18.3.1.2. Stage 2 – BBBEE Evaluation (20 Points)

a. BBBEE Points allocation

A maximum of 20 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
- A valid B-BBEE Certificate / sworn affidavit as prescribed.

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 Public Enterprises 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.

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."

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

The Price and BBBEE points will be consolidated.

19. 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 Public Enterprises is prepared to enter into a contract with the successful Bidder(s).

b. The bidder submitting the General Conditions of Contract to Department of Public Enterprises together with its bid, duly signed by an authorised representative of the bidder.

20. 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

STATS SA P0141 (CPI), Table E	Table E - All Items

21. SERVICE LEVEL AGREEMENT

21.1. Upon award Department of Public Enterprises 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 Public Enterprises, more or less in the format of the draft Service Level Indicators included in this tender pack.

21.2. Department of Public Enterprises reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

21.3. 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.

21.4. Department of Public Enterprises 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 Public Enterprises or pose a risk to the organisation.

22. SPECIAL CONDITIONS OF THIS BID

Department of Public Enterprises reserves the right:

22.1. 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)

22.2. 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).

22.3. To accept part of a tender rather than the whole tender.

22.4. 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.

22.5. 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.

22.6. 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.

22.7. Award to multiple bidders based either on size or geographic considerations.

23. DEPARTMENT OF PUBLIC ENTERPRISES REQUIRES BIDDER(S) TO DECLARE

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

23.1. Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Public Enterprises;

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 Public Enterprises 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 Public Enterprises;

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 Public Enterprises as a client before any other consideration; and

h. To ensure that any information acquired by the bidder(s) from Department of Public Enterprises will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

24.1. Department of Public Enterprises 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 Public Enterprises 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 Public Enterprises' 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.

25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

25.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Public Enterprises 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.

25.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Public Enterprises against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Public Enterprises 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.

26. 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 Public Enterprises, 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.

27. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Enterprises 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 Public Enterprises harmless from any and all such costs which Department of Public Enterprises may incur and for any damages or losses Department of Public Enterprises may suffer.

28. 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.

29. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Public Enterprises 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.

30. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Public Enterprises 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 Public Enterprises, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Public Enterprises 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.

31. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear 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 Public Enterprises 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.

32. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African 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.

33. 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 Public Enterprises 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 Public Enterprises will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

34. 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 Public Enterprises' 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 Public Enterprises remain proprietary to Department of Public Enterprises and must be promptly returned to Department of Public Enterprises 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 Public Enterprises' 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.

35. DEPARTMENT OF PUBLIC ENTERPRISES PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Public Enterprises 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).

36. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (DPE 3 /2021-2022), the Department of Public Enterprises 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.

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Annexure A2

DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

First Edition

January 2017

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

The form must be submitted in File 1 (Technical file), Exhibit 2

The tendering institution may add or remove any evaluation criteria they may deem necessary. Keep in mind that it must be measurable and state clearly what is required to substantiate the requirement.

The tendering institution may allocate the weighting of the requirements at their own discretion. It must add up to 100 or it must be converted to a score out of a100 if the weighting adds up to more than 100. E.g. if the weighting adds up to 250 and the bidder scores 180 out of 250, then the score is 72 (180/250) x 100 = 72

The tendering institution may also decide whether to include the Presentation as part of the functionality. If not, then it must be status as such.

EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	**Experience of the bidder**	Exhibit 2: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	**Manage all reservations and bookings**	Exhibit 2: Page 13 to 15	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	**Manage all refunds and non-refundable airline-tickets**	Exhibit 2: Page 17 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
Excellent	**Exceeds** the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	**5**
Good	**Satisfies** the requirement with **minor additional benefits**. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	**4**
Acceptable	**Satisfies** the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	**3**
Minor Reservations	Satisfies the requirement with **minor reservations**. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	**2**
Serious Reservations	Satisfies the requirement with **major reservations**. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	**1**
Unacceptable	**Does not meet the requirement**. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	**0**

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
DESKTOP EVALUATION		80			
1	GENERAL	10	SECTION 16.3.2		
1.1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.	5	Section 16.3.1 (j)		
1.2	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 Public Enterprises whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of	3	Section 16.3.1 (k)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	satisfaction.				
1.3	ASATA (Association of South African Travel Agents) Membership. Provide proof of such membership. *Note: The requirement for a TMC to be an **ASATA member** (Association of South African Travel Agents) is solely at the discretion of the tendering institution. Be mindful of bidders who will be excluded.* *ASATA membership is an added advantage and may be included as a weighted evaluation criteria.* *Remove this criteria if it is not a requirement for the Tendering Institution.*	2	Section 16.3.1 (l)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
2	RESERVATIONS	18	SECTION 16.3.2 TO 15.3.6		
2.1	**Manage all reservations/ bookings.** Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.	8	Section 16.3.2 Section 16.3.3 Section 16.3.4 Section 16.3.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
2.2	**Manage group bookings.** Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.	2	Section 16.3.2 (i)		
2.3	**Directly negotiated rates** Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Department of Public Enterprises are **non-commissionable**, where commissions are earned for Department of Public Enterprises bookings, all these commissions should be returned to Department of Public Enterprises on a quarterly basis. Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.	3	Section 16.3.2 (q)		
2.4	**Manage airline reservations.** Describe in detail the process of booking the	2	Section 16.3.3		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	most cost-effective and practical routing for the traveller. 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 traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.				
2.5	**After-hours and emergency services** The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 - Reminders to Department of Public Enterprises to process purchase orders within 24 hours to reduce queries on invoices	3	Section 16.3.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
3	**COMMUNICATION**	**4**	**SECTION 16.4**		
3.1	Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow.		Section 16.4		
4	**FINANCIAL MANAGEMENT**	**8**	**SECTION 16.5**		
4.1	Describe how you will implement the negotiated rates and maximum allowable rates established either by the Department of Public Enterprises or the National Treasury. Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities.		Section 16.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to [Institution name] Please describe credit card reconciliation process, timing and deliverables (if applicable).				
5	**TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING**	**10**	**SECTION 16.6**		
5.1	Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation,		Section 16.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	traveller behaviour, transaction level data, etc. (refer to the detail in **Section 15.6.6**) Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. Provide a description of all technology and reporting products proposed for Department of Public Enterprises; Can the TMC comply with the Department of Public Enterprises's monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3				
6	ACCOUNT MANAGEMENT	10	SECTION 15.7		
6.1	Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.		Section 16.7.1 and 15.7.2 Section 16.7.3 Section 16.7.4		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. What is in place to ensure that the Department of Public Enterprises's travel Policy is enforced. How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.		Section 16.7.5 Section 16.7.6 Section 16.7 7		
7	VALUE ADDED SERVICES	2	SECTION 16.8		
7.1	Please provide information on any value-added services your company can offer.		Section 16.8		
8	COST MANAGEMENT	5	SECTION 16.9		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe how you will assist the Department of Public Enterprises to realise cost savings on annual travel spend.		Section 16.9		
9	**QUARTERLY AND ANNUAL TRAVEL REVIEWS**	**5**	**SECTION 16.10**		
9.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.		Section 16.10		
10	**OFFICE MANAGEMENT**	**8**	**SECTION 16.11**		
10.1	Provide an overview of your back-office processes detailing the degree of automation for		Section 16.11		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	air tickets workflow, ground arrangements and bill back workflow. Describe roles and responsibilities of assigned staff. Please provide the management hierarchy. Describe type of training provided to travel agency personnel Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volumes, etc.				
PRESENTATION		**20**			
	Part A: presentation must not exceed 30 minutes - Summary of the proposal				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	- Value added Services - Provide information on any value-added services that can be offered to Public Enterprises - Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results - How the TMC will assist with improving traveller behaviour. - Reference checks - Q&A on technical submission.				

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

We confirm that _____ (Bidder's Name) will: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Public Enterprises;
b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
c. Act with circumspection and treat Department of Public Enterprises 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 Public Enterprises;
f. Avoid fraudulent and misleading advertising, canvassing and marketing;
g. Conduct business activities with transparency and consistently uphold the interests and needs of Department of Public Enterprises as a client before any other consideration; and
h. Ensure that any information acquired by the bidder(s) from Department of Public Enterprises will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature_____ *Date*_____

*Print Name of Signatory:*_____

Designation: _____

FOR AND ON BEHALF OF: _____*(Bidding Company's Name)*

ANNEXURE A

PRICING SUBMISSION

RFP NO:	<TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for RFP/BID DPE 03/2021-2022 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 templates attached ,which is/are transactional fee model onsite and offsite, transactional fee model onsite and offsite

2.1.4 Bidders must reference RFP/BID main document section 15.2 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).

2.3.2Bidders must complete the templates with **unit prices excluding VAT**.

public enterprises

Department:
Public Enterprises
REPUBLIC OF SOUTH AFRICA

TRANSACTION FEE MODEL ANNEXURE A1
OFF-SITE SERVICES

RFP NO:	DPE03/2021-2022
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	

1.1 TRANSACTION FEES

			TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
ITEM	Transaction Type	Transaction per Unit	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (Incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	1			R -			
2	Air Travel – Regional	1			R -			
3	Air Travel – Domestic	1			R -			
4	Air Travel – International (Re-issue)	1			R -			
5	Air Travel – Regional (Re-issue)	1			R -			
6	Air Travel – Domestic (Re-issue)	1			R -			
7	Refunds – Air Domestic	1			R -			
8	Refunds – Air Regional	1			R -			
9	Refunds – Air International	1			R -			
10	Car Rental - Domestic	1			R -			
11	Car Rental - Regional	1			R -			
12	Car Rental - International	1			R -			
13	Transfers/Shuttle – Domestic	1			R -			
14	Transfers/Shuttle – Regional	1			R -			
15	Transfers/Shuttle – International	1			R -			
16	Accommodation – Domestic	1			R -			
17	Accommodation – Regional	1			R -			
18	Accommodation – International	1			R -			
19	Bus/Coach Bookings	1			R -			
20	Train bookings – International	1			R -			
21	Visa Assistance (Provision of documents and advice)	1			R -			
22	Courier services for travel documentation	1			R -			
23	SMS Notifications	1			R -			
24	Parking Bookings	1			R -			
25	Cancellations	1			R -			
26	Changes to bookings	1			R -			
27	After Hours Services	1			R -			
28	Additional Ad-hoc Reports (per report)	1			R -			
29	Customised Reports (per report)	1			R -			
30	Travel Lodge card Reconciliation	1			R -			
31	Debtors Account Reconciliation	1			R -			
32	Conferences	1			R -			
33	Merchant Fee	1			R -			
34	BillBack Fee per Transaction	1						
35	Other (Specify)	1			R -			
36	Other (Specify)	1			R -			
37	Other (Specify)	1			R -			
	Total				R -			R -
	Percentage Split between Online Booking and Traditional Booking				-	Percentage Online		-
	PRICE THAT WILL BE USED FOR EVALUATION PURPOSES		R					-

1.2 CONFERENCE TRANSACTION FEE

Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee (as a % of the Total turnover of the event)		VAT inclusive

ANNEXURE A3

RFP NO:	**DPE 03/2021-2022**
RFP NAME:	**THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS**
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

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 ON-SITE / OFF-SITE travel management service to the [institution name] at the following total amounts (including VAT)

Template 1: Transaction Fee (On-Site)

	(Incl. VAT)

In words:

Template 1: Transaction Fee (Off-Site)

R -	**(Incl. VAT)**

In words:

We undertake to hold this offer open for acceptance for a period of 180 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 [Institution Name]

We understand that [Institution Name] 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.

Signature	Date

Print name of signatory: .....

Designation: .....

FOR AND ON BEHALF OF: COMPANY NAME

Tel No: .....
Fax No: .....
Cell No: .....
Email:.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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, shareholder[2]): .....

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? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	**YES / NO**
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 Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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 ..... 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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

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

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 as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
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)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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 consortium[3] 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.**

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

Js914w 2

Annexure G: Government Procurement: General Conditions of Contract – July 2011

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 GCC 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General conditions of contract

1 **Definitions**

The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.

1.2 "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 anything 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 organisation purchasing the goods.

1.22 "Republic" means the RSA.

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, SCC are also laid down to cover specific supplies, services or works.

2.3 Where such SCC 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.

3 **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:

7.3.1 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

7.3.2 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 SIU or an organisation acting on behalf of the SIU.

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:

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4 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

13.1.5 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:

14.1.1 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

14.1.2 in the event of termination of production of the spare parts:

14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2 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 fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 authorised 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 contract 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 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.

21.4 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.

21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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:

23.1.1 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;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 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:

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

23.8 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,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28 **Limitation of liability**

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

28.1.1 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

28.1.2 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 SARSs.

33 **National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the DTI 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.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	
Signature:	
Date:	