



TERMS OF REFERENCE (ToR)
(SERVICES)

| | |
|--------------|------------------------------|
| To: | The Bidder |
| From: | Supply Chain Management Unit |

1. BID PARTICULARS

| | | | |
|--------------------------|--|-------------------------------------|-------|
| Project Description | Appointment of a Travel Management Company for the period of 3 years | | |
| Bid | Siyavuya Maputi | | |
| Enquiries | 021 483 9023 | Siyavuya.maputi@westerncape.gov.za | |
| Specifications Enquiries | Judith Hendricks | | |
| | 021 483 9413 | Judith.hendricks@westerncape.gov.za | |
| Bid Reference | EDT 004-25 | | |
| Bid Closing Date | 18 September 2025 | Bid Closing Time | 11:00 |

2. PURPOSE

- 2.1 The purpose of this Terms of Reference (ToR) is to invite bids from suitable Travel Management Companies (TMCs) to provide end-to-end, cost-effective travel management services to the Department of Economic Development and Tourism (DEDAT) for a period of three (3) years.
- 2.2 This contract will support departmental operations through professional coordination of domestic (within the borders of South Africa) and international (outside the borders of South Africa) travel needs for staff, consultants, and invited stakeholders.

3. BACKGROUND

- 3.1 DEDAT requires a travel solution that enhances operational efficiency, ensures compliance with policies, and improves traveller experience. The scope includes bookings for air travel, accommodation, car rental, shuttle services, emergency travel support and travel insurance. Increasing volumes of international travel are expected in upcoming years, building on the existing base of over R3 million in annual travel spend.
- 3.2 The successful bidder will also be expected to familiarise themselves with the current DEDAT Travel Policy, business processes, and implement effective controls to ensure compliance.

4. NATURE AND SCOPE OF SERVICES TO BE RENDERED

4.1 General

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

- 4.1.1 The travel services will be provided to all travellers travelling on behalf of DEDAT, locally and internationally this will include employees and contractors, consultants and clients where the agreement is that DEDAT is responsible for the arrangement and cost of travel.
- 4.1.2 Assist with further negotiations for better deals with travel service providers.
- 4.1.3 Provide a facility for DEDAT to update their travellers' profiles.
- 4.1.4 Manage the third-party service providers by addressing service failures and complaints against these service providers.
- 4.1.5 The TMC should provide After Hours and Emergency Services.
- 4.1.6 Facilitate workshops and training sessions for DEDAT Travel Bookers upon request.
- 4.1.7 Investigate all enquiries and provide timely feedback in line with the Service Level Agreement.
- 4.1.8 Maintain effective communication with all stakeholders, ensuring a seamless workflow between the traveller, travel booker, TMC and third-party service providers.

- 4.1.9 Maintain current quality control procedures / processes to ensure that clients receive consistent quality service.

4.2 Reservations Management Responsibilities

The Travel Management Company shall:

- 4.2.1 Provide quotations and availability. Upon approval, promptly issue and send e-tickets and vouchers to the traveller and travel booker.
- 4.2.2 Prioritise cost-effective travel arrangements based on the travellers' request.
- 4.2.3 Apply due diligence in risk management across all third-party service providers involved in official travel arrangements.
- 4.2.4 Stay informed on travel requirements for destinations and advise on more cost-effective or convenient alternatives where applicable.
- 4.2.5 Secure a minimum of three (3) price comparisons where feasible.
- 4.2.6 Book discounted fares and rates when available and applicable.
- 4.2.7 Monitor and manage carrier schedule changes, ensuring relevant modifications are made to bookings, including reissuing tickets and invoices as necessary.
- 4.2.8 Process all travel-related queries, changes, and cancellations accurately and promptly.
- 4.2.9 Support group bookings for meetings, events, and conferences.
- 4.2.10 Issue all travel documents, itineraries, and vouchers in good time prior to departure.
- 4.2.11 Provide inoculation advice well in advance of travel.
- 4.2.12 Assist with foreign currency arrangements and travel insurance for international trips as required.
- 4.2.13 Provide access to and support for TMC's Online Booking Tool (OBT), including third-party systems where applicable.
- 4.2.14 Apply responsibilities equally across domestic, and international travel.
- 4.2.15 Supply relevant visa information; however, visa applications remain the travellers' responsibility.
- 4.2.16 Return any commissions earned on DEDAT bookings involving pre-negotiated rates to DEDAT quarterly; such rates are non-commissionable.
- 4.2.17 Maintain strict confidentiality on all travel arrangements and personnel involved.
- 4.2.18 Submit invoices and proof of service delivery timeously as per DEDAT's requirements.

4.3 Air Travel Management Responsibilities

The Travel Management Company shall:

- 4.3.1 Facilitate bookings on both full-service and low-cost carriers.
- 4.3.2 Secure the most cost-effective airfares for domestic travel.
- 4.3.3 For international travel, select airlines offering the most practical and economical routing options.
- 4.3.4 Obtain a minimum of three price comparisons, where applicable, to ensure optimal cost and routing efficiency.
- 4.3.5 Include relevant airline agreement numbers and traveller loyalty program details on airline tickets, where applicable.
- 4.3.6 Deliver airline tickets promptly in electronic format (SMS and/or email) to travellers and travel bookers prior to departure.
- 4.3.7 Provide technical assistance, ensuring bookings and related arrangements are completed within 24 hours.
- 4.3.8 Manage and track unused e-tickets in line with institutional agreements and submit quarterly refund management reports.
- 4.3.9 Keep travellers informed of relevant airline updates, including baggage policies and check-in procedures

4.4 Accommodation Management Responsibilities

The Travel Management Company shall:

- 4.4.1 Secure price comparisons within DEDAT's maximum allowable rate matrix as per DEDAT's travel policy.
- 4.4.2 Obtain at least three accommodation quotes offering the best available rate and proximity to the traveller's destination, where applicable.
- 4.4.3 Plan, book, confirm, and amend accommodation in line with DEDAT's travel policy and cost containment measures, across all types of establishments (hotels, guest houses, B&Bs).
- 4.4.4 Issue accommodation vouchers for all bookings and invoice DEDAT accordingly, supported by original accommodation charge documentation.

- 4.4.5 Promptly cancel bookings to avoid no-show and late cancellation penalties.

4.5 Car Rental and Shuttle Service Management Responsibilities

The Travel Management Company shall:

- 4.5.1 Book vehicles in the approved category in line with the DEDAT Travel Policy, using the appointed car rental provider at the nearest location (airport, hotel, or venue).
- 4.5.2 Advise travellers on the most suitable collection and return times and locations based on their specific needs.
- 4.5.3 Ensure travellers receive all relevant information on vehicle rentals, including e-tolls, refuelling, key handling, rental agreements, damages, and accidents.
- 4.5.4 Offer alternative ground transport options such as rail, bus, or transfer services where applicable.
- 4.5.5 Manage shuttle service providers on behalf of DEDAT, ensuring compliance with minimum standards and assisting in negotiating improved rates.

4.6 Financial Management Responsibilities

The Travel Management Company shall:

- 4.6.1 Apply DEDAT's maximum allowable rates as per DEDAT's travel policy where applicable.
- 4.6.2 Manage service provider accounts, ensuring timely receipt and submission of invoices to DEDAT within agreed timeframes.
- 4.6.3 Deliver measurable savings on annual travel expenditure, with supporting evidence provided during monthly and quarterly reviews.
- 4.6.4 Offer a 30-day bill-back facility if a lodge card is not provided. The TMC will invoice DEDAT after receiving supplier bills.
- 4.6.5 Process urgent pre-payments for smaller establishments such as Bed & Breakfasts or Guest Houses, including same-day bookings when required.
- 4.6.6 Consolidate bill-back invoices from travel suppliers.
- 4.6.7 Consolidate all invoices and supporting documentation (e.g., Travel Authorisations, Purchase Orders) and submit them to the Travel Booker within agreed intervals.
- 4.6.8 Ensure all travel supplier accounts are settled promptly.

4.7 Account Management Responsibilities

The Travel Management Company shall:

- 4.7.1 Set up an Account Management structure to address DEDAT's requirements and coordinate all service delivery matters.
- 4.7.2 Appoint a dedicated Account or Business Manager to oversee the DEDAT account.
- 4.7.3 Implement processes to ensure quality service delivery and traveler satisfaction.
- 4.7.4 Maintain a complaint handling procedure to record and manage feedback related to the TMC and other service providers.
- 4.7.5 Enforce adherence to DEDAT's Travel Policy.
- 4.7.6 Manage the Service Level Agreement (SLA) and conduct customer satisfaction surveys to monitor performance.

4.8 General Services

The TMC should provide a minimum of the following general services:

- 4.8.1 Destination information for domestic and international destinations
- 4.8.2 Health warnings.
- 4.8.3 Weather forecasts.
- 4.8.4 Places of interest.
- 4.8.5 Visa information.
- 4.8.6 Travel alerts.
- 4.8.7 Location of hotels and restaurants.
- 4.8.8 Information including the cost of public transport.
- 4.8.9 Rules and procedures of the airports.
- 4.8.10 Business etiquette specific to the country.
- 4.8.11 Airline baggage policy.
- 4.8.12 Supplier updates.
- 4.8.13 Electronic voucher retrieval via web and smart phones.
- 4.8.14 SMS notifications for travel confirmations.
- 4.8.15 Global Travel Risk Management.

4.9 Cost Management

The Travel Management Company (TMC) shall:

- 4.9.1 Support DEDAT's cost containment initiatives and comply with the DEDAT Travel Policy to promote a culture of cost savings.
- 4.9.2 Consistently advise on the most cost-effective travel options, ensuring alignment with DEDAT's cost containment guidelines.
- 4.9.3 Deliver high-quality travel services that balance cost efficiency, flexibility, and traveler satisfaction.
- 4.9.4 Maintain comprehensive knowledge of supplier products to recommend optimal and policy-compliant options that ensure safe, comfortable, timely, and cost-effective travel.

4.10 Office Management

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

- 4.10.1 Senior Consultants
- 4.10.2 Intermediate Consultants
- 4.10.3 Junior Consultants
- 4.10.4 Travel Manager (Operational)
- 4.10.5 Finance Manager Branch Accountant
- 4.10.6 Admin Back Office (Creditors/Debtors/Finance Processors)
- 4.10.7 Strategic Account Manager
- 4.10.8 System Administrator (General Admin)

5. MINIMUM REQUIREMENTS FOR A VALID BID

Service providers that fail to adhere to any of the following, will be rendered non-compliant:

- 5.1 Bidders must be registered on the Central Supplier Database Registration (CSD)
- 5.2 Submit a copy of a valid ASATA (Association of South African Travel Agents) Membership.

- 5.3 The Bidder must be accredited by the International Air Transportation Association ("IATA"), a valid proof of such accreditation must be provided and submitted in conjunction with the bid on the closing date and time. Where a bidding company is using a third-party IATA accreditation, proof of an agreement to do so, alongside a certified copy of the certificate(s) must be submitted to the department on or before the closing date and time of the bid.
- 5.4 Bidders must submit proposals inclusive of VAT before the bid closing date and time.
- 5.5 Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4.

6. SERVICE PROVIDERS PROPOSAL

- 6.1 Bidders must submit a detailed Bid Proposal that is no more than 10 pages (excluding annexures) that must contain the following:
 - 6.1.1 The Bidder must demonstrate years of experience in the travel management industry within their company / business profile.
 - 6.1.2 At least three (3) recently signed reference letters on official company letterheads containing the following:
 - Letters must be dated within the last three (3) years from 2022 - 2025.
 - Each letter must confirm the contract value exceeded R1 000 000.
 - Each letter must explicitly confirm the bidder's ability and capacity to render travel management services.
 - 6.1.3 The methodology for the proposed approach, which outlines the following:
 - Managing all reservations / bookings.
 - Management of 30-day bill-back account facility.
 - How invoicing will be handled, including the process of rectifying discrepancies between purchase orders, supporting documentation and reconciliation of transactions.
 - 6.1.4 Provide a Standard Operating Procedure (SOP) of after-hours and emergency support services:
 - How will it be accessed by travellers?
 - Where it is located, centralised / regionalised, in-country (owned) / outsourced, etc.?

- Is it available 24/7/365?
 - Approach in dealing with multiple incidents / crisis simultaneously and reporting of such emergencies.
 - Bidders must provide detailed SOPs with a clear breakdown of services, capacity to respond effectively and timeously during emergencies as well as any restrictions and limitations.
- 6.1.5 Bidders are required to submit their **Annual Financial Statements** for the two (2) most recent financial years in line with the requirements of Regulation 28 of the Companies Regulations, 2011, issued under the **Companies Act, 2008 (Act No. 71 of 2008)**. Financial statements will be assessed to evaluate bidder's financial health through the calculation of the **current financial ratio (current assets vs current liabilities)**.
- 6.1.6 The proposal must clearly identify the **dedicated Account Manager** assigned to the DEDAT account. The CV needs to clearly show the following:
- The Account Manager's name and role should be explicitly indicated in the proposal.
 - The number of years of relevant experience in managing client accounts must be clearly stated.
- 6.1.7 The proposal must include **CVs of at least two (2) key team members** who each have **five (5) or more years of relevant experience** in travel management.
- The CVs must clearly outline each individual's experience, areas of expertise, and previous responsibilities within the travel management industry.
 - The two key team members must have a combined average of at least ten (10) years of experience in travel management.

7. COMPULSORY RETURNABLE DOCUMENTS

The following documents are compulsory and must be submitted according to the table below. Failure to submit documents listed under Table 1 below will result in disqualification.

Table 1: List of Compulsory Bid Documents and requirements

| Document that must be submitted | Disqualification | Description/ Instructions |
|--------------------------------------|------------------|--|
| Price Quotation | Yes | Bidders proposal/ quotation and supporting documentation |
| WCBD 1 | Yes | Invitation to Bid 1) Authorised representative to sign bid. 2) Complete and sign. |
| WCBD 3.1 | Yes | Pricing Schedule 1) Submit full details of the pricing proposal for an off-site (travel-desk) service. 2) Complete and sign. |
| * WCBD 4 | Yes | Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination 1) Complete and sign. |
| * WCBD 6.1 | No | Preference Points Claim Form 1) Non-submission will lead to zero (0) score for B-BBEE points. 2) Only the B-BBEE status stated on the completed WCBD 6.1 will apply to the evaluation of this bid and not the B-BBEE status on the WCSEB or CSD. 3) Complete and sign. |
| BBBEE Certificate / Affidavit | No | To be submitted with the WCBD 6.1 |

8. EVALUATION METHODOLOGY

- 8.1 The Department will evaluate all proposals received in accordance with the following phases:

| <u>Phase 1</u> Pre-qualification Criteria | <u>Phase 2</u> Functional Evaluation Criteria (if applicable) | <u>Phase 3</u> Price & B-BBEE Evaluation |
|---|--|---|
| Bidders must submit all documents as outlined in paragraph 7.1 (Table 1) and paragraph 5 above. Only bidders that comply with ALL these criteria will proceed to Phase 2. | Bidders are required to achieve a minimum threshold of 70% to proceed to Phase 3 (Price and BEE considerations). | Phase 3 will only apply to bidders who have met and/or exceeded the minimum threshold of 70%. |

8.2 Phase 1: Pre-qualification Criteria

Without any limitation in respect of the department's other critical requirements relevant to this Bid, prospective bidding service providers must ensure they comply with paragraph 5.

8.3 Phase 2: Functional Evaluation Criteria

Compliant bids will, thereafter, be evaluated against the criteria and weights for functionality depicted in the following table:

| 1 – POOR 3 – AVERAGE 5 – EXCELLENT | | | | |
|--|---|--------|------------|---|
| # | Criteria: Functionality | Weight | Reference | GUIDELINES FOR CRITERIA APPLICATION AND POINTS |
| 1. | Industry Experience | 30 | | |
| 1.1 | The Bidder must demonstrate years of experience in the travel management industry | 15 | Ref. 6.1.1 | <p>< 3 years' experience = 1</p> <p>> 3 - 6 years' experience = 3</p> |



| # | Criteria: Functionality | Weight | Reference | GUIDELINES FOR CRITERIA APPLICATION AND POINTS |
|-----------|--|-----------|------------|--|
| | within their company / business profile. | | | > 6 years of experience = 5 |
| 1.2 | <p>At least three (3) recently signed reference letters on official company letterheads containing the following:</p> <ul style="list-style-type: none"> - Letters must be dated within the last three (3) years from 2022 - 2025. - Each letter must confirm the contract value exceeded R1 000 000. - Each letter must explicitly confirm the bidder's ability and capacity to render travel management services. | 15 | Ref. 6.1.2 | <p>< 3 reference letters = 1</p> <p>3 – 4 reference letters = 3</p> <p>> 4 reference letters = 5</p> |
| 2. | Quality of Proposal and After-Hours and Emergency Services | 20 | | |
| 2.1 | <p>The methodology for the proposed approach, which outlines the following:</p> <ul style="list-style-type: none"> - Managing all reservations / bookings. - Management of 30-day bill-back account facility. - How invoicing will be handled, including the process of rectifying discrepancies between | 10 | Ref. 6.1.3 | <p>No clear understanding of the services required against the business context. Bidder has covered 1 or less aspects in the proposal. = 1</p> <p>Some evidence of understanding the services required against the business context. Bidder has covered</p> |



| # | Criteria: Functionality | Weight | Reference | GUIDELINES FOR CRITERIA APPLICATION AND POINTS |
|-----|--|--------|------------|--|
| | purchase orders, supporting documentation and reconciliation of transactions. | | | <p>all 3 aspects in the proposal. = 3</p> <p>Clear evidence of understanding the services required against the business context. Bidder has covered all three (3) aspects in the proposal as well as additional aspects in the proposal. = 5</p> |
| 2.2 | <p>Provide a Standard Operating Procedure (SOP) of after-hours and emergency support services:</p> <ul style="list-style-type: none"> - How will it be accessed by travellers? - Where it is located, centralised / regionalised, in-country (owned) / outsourced, etc.? - Is it available 24/7/365? - Approach in dealing with multiple incidents / crisis simultaneously and reporting of such emergencies. - A breakdown of services, capacity to respond effectively as well as any restrictions and limitations. | 10 | Ref. 6.1.4 | <p>No clear understanding of the services against the required business context.</p> <p>Bidder has covered 4 or less aspects in the proposal. = 1</p> <p>Some evidence of understanding the services required against the business context. Bidder has covered all 5 aspects in the proposal. = 3</p> <p>Clear evidence of understanding the services required against the business context. Bidder has covered all 5 as well as additional aspects in the proposal. = 5</p> |



| # | Criteria: Functionality | Weight | Reference | GUIDELINES FOR CRITERIA APPLICATION AND POINTS |
|-----------|---|-----------|------------|---|
| 3. | Financial Viability | 20 | | |
| 3.1 | <p>Bidders are required to submit their Annual Financial Statements for the two (2) most recent financial years in line with the requirements of Regulation 28 of the Companies Regulations, 2011, issued under the Companies Act, 2008 (Act No. 71 of 2008). Financial statements will be assessed to evaluate bidder's financial health through the calculation of the current financial ratio (current assets vs current liabilities).</p> | 20 | Ref. 6.1.5 | <p>Unacceptable (<1.5) = 1</p> <p>Acceptable (1.5) = 3</p> <p>Excellent (>1.5) = 5</p> |
| 4. | Account Management | 30 | | |
| 4.1 | <p>The proposal must clearly identify the dedicated Account Manager assigned to the DEDAT account. The CV needs to clearly show the following:</p> <ul style="list-style-type: none"> - The Account Manager's name and role should be explicitly indicated in the proposal. - The number of years of relevant experience in managing client accounts must be clearly stated. | 15 | Ref. 6.1.6 | <p>< 4 years' experience = 1</p> <p>4 – 5 years' experience = 3</p> <p>> 5 years of experience = 5</p> |

| # | Criteria: Functionality | Weight | Reference | GUIDELINES FOR CRITERIA APPLICATION AND POINTS |
|-----|--|-------------|------------|---|
| 4.2 | <p>Team experience</p> <p>CVs of at least two (2) key team members who each have relevant experience in travel management.</p> <ul style="list-style-type: none"> - The CVs must clearly outline each individual's experience, areas of expertise, and previous responsibilities within the travel management industry. - The two key team members must have a combined average of at least ten (10) years of experience in travel management. | 15 | Ref. 6.1.7 | <p>Two or more team members with a combined average of < ten (10) years' experience in travel management = 1</p> <p>Two or more team members with a combined average of ten (10) years' experience in travel management = 3</p> <p>Two or more team members with a combined average of > ten (10) years' experience in travel management = 5</p> |
| | Total | 100 | | |
| | *Minimum Threshold | 70 % | | |

***NB:** Bids that score less than the minimum threshold of **70%** functionality will be disqualified and not evaluated further.

8.4 Phase 3: Price and BBEE Evaluation:

Only Bidders that have met the **70%** threshold in Phase 2 will be evaluated in Phase 3 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

- 8.4.1 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) and B-BBEE status level of contributor (maximum 20 points).

8.4.2 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 (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

8.4.3 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 (WCBD 6.1); and
- B-BBEE Certificate / Affidavit

9. DURATION OF CONTRACT

The Contract will be in place for a period of three (3) years from date of appointment.

10. REPORTING AND MONITORING

10.1 An inception meeting will be held with the successful bidder via MS Teams on the first day of the project to establish milestones, deliverables, and timeframes. These milestones will provide the basis for monitoring progress on the project.

- 10.2 Any issues identified by the Service Provider that may hamper the timeous achievement of these milestones must be escalated immediately to the DEDAT project manager who will endeavour to address it promptly.
- 10.3 Consolidate all travel-related management information into a single source document using automated reporting tools.
- 10.4 Ensure all management data and inputs are accurate.
- 10.5 Present detailed reports during review sessions on travel spend and SLA performance.
- 10.6 Provide DEDAT with a monthly report, aligned with DEDAT's reporting requirements, at no additional cost.
- 10.7 Generate and submit Out-of-Policy reports as required.
- 10.8 Deliver accurate reports on time, containing transactional-level detail including traveller names, travel dates, and spend categories (e.g., air travel, shuttle, accommodation).
- 10.9 Provide additional management reports upon request by DEDAT.
- 10.10 A close out report is required at the end of the contract specifying the work done, the outputs generated, the institutions and individuals consulted, skills transferred, overall successes and failures, lessons learnt, and recommendation for future assignments of this nature.

11. JOINT VENTURE / CONSORTIUM / TRUST

- 11.1 A joint venture, consortium or trust will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.
- 11.2 Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The department will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortium arrangement.
- 11.3 Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortium arrangement.

- 11.4 In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD are required.

12. CONTRACTUAL ASPECTS

- 12.1 The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- 12.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 12.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 12.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the department.
- 12.5 The successful bidder may not assign its obligations.
- 12.6 The successful bidder must advise the Head of Department of Economic Development and Tourism immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

13. DISCLAIMER

- 13.1 Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.
- 13.2 The department reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the department about a bidder that could put the department at risk.

- 13.3 The department reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.

14. ABSENCE OF OBLIGATION

- 14.1 No legal or other obligation shall arise between bidders and the department unless and until the formal appointment documentation has been signed. The Department is not obliged to proceed with any proposals of any bidder. The Department also reserves the right to request changes to any proposed consortium.

15. INDEMNITY

- 15.1 The successful bidder will indemnify, protect, defend and hold harmless the department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:
- a) Any claim of any taxes payable by the bidder.
 - b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.
 - c) Any claim by a third party including any employees of the department or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants or agents.

16. FRONTING

- 16.1 The department supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the department strongly condemns any form of fronting.
- 16.2 The department, 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 in determining the accuracy of the representations made in bid documents

/ proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition ("dtic"), be determined during such enquiry / investigation, the onus will be on the bidder to prove that the allegation of 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 to conduct business with the public sector for a period not exceeding 10-years, in addition to any other remedies the department may have at its disposal and accordingly wish to institute against such bidder concerned.

17. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 17.1 The department reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency 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 the department or any other department organ or entity and whether from the Republic of South Africa or otherwise:
- 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 department, from any employee, advisor or other representative of a department in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the department, officers, directors, employees, advisors or other representatives.
 - c) Makes or offers any gift, gratuity, anything of any value or other inducement, to any departmental 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 department.

- d) 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 department.
- e) 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 awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the department.
- f) Has in the past engaged in any matter referred to above.
- g) 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 a bidding agency, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

18. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 18.1 The bidding agency should note that the terms of its tender will be incorporated in the proposed contract by reference and that the department relies upon the bidder's tender as a material representation in making an award to a successful bidding agency and in concluding an agreement with said bidding agency.
- 18.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the department against the bidder notwithstanding the conclusion of the SLA between the Department and the bidding agency for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the contents of the SLA will prevail.

19. CONFIDENTIALITY

- 19.1 Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidding agency's bid will be disclosed by any bidder or other person not officially involved with the department's examination and evaluation of a bid.
- 19.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of 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 the Department remain proprietary to the department and must be promptly returned to the department upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.

- 19.3 Throughout this bid process and thereafter, bidding agencies must secure the department's written approval prior to the release of any information that pertains to **(i)** the potential work or activities to which this bid relates; or **(ii)** the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
- 19.4 The bidder acknowledges and agrees to fully comply with the Protection of Personal Information Act (POPIA), 2013 (Act No. 4 of 2013) and all relevant data protection legislation in handling any personal and sensitive information provided by the Department during the tender process and thereafter.

20. IMPORTANT NOTES TO BIDDER

- 20.1 The Department of Economic Development and Tourism conducts business in an ethical and fair manner. Any procurement irregularities, bribery or other misconduct must be reported to:

Postal address: PO Box 659, Cape Town, 8000

Email: tip.offers@westerncape.gov.za

Tel: 021 483 0901/0931

Fax: 021 483 0928

Street address: Atterbury House, 9 Riebeeck Street, 9th Floor, Cape Town

Provincial Forensic Services 021 483 0931

National Anti-corruption Hotline 0800 701 701

End.