

SCMU5-23/24-0019

Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years

Name of bidder _____

Bidder's CSD registration no. _____

Closing date and time: 20 July 2023 at 11:00 am

Bid Validity Period: 120 days

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT

EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM RELATED ENQUIRIES

Tel No: 040 602 4563/4000

Email Address: supply.chain@ecdpw.gov.za

(Please note it is recommended to use email for any enquiries)

TECHNICAL ENQUIRE

Email Address: supply.chain@ecdpw.gov.za

Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)



SBD 1

**PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

BID NUMBER:	SCMU5-23/24-0019	CLOSING DATE:	20 July 2023	CLOSING TIME:	11h00
DESCRIPTION	Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT**THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BHISHO**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	SCM	CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za	E-MAIL ADDRESS	supply.chain@ecdpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELL PHONE 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: <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 ~~AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017~~, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

For ease of reference, Bidders shall enter their Price in the space provided below:

ITEM NO.	SERVICE/GOODS REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1.	EXECUTIVE MANAGEMENT Transaction fee for the reservations of Domestic Air Tickets, Car rentals/ shuttle service and accommodation bookings (Carried over from SBD 3.2)	Total Estimated Transaction Fees in figures R.....	Total Estimated Transaction Fees in words
2.	ADMINISTRATION Transaction fee for the reservations of Domestic Air Tickets, Car rentals/ shuttle service and accommodation bookings (Carried over from SBD 3.2)	Total Estimated Transaction Fees in figures R.....	Total Estimated Transaction Fees in words
3.	PUBLIC WORKS INFRASTRUCTURE Transaction fee for the reservations of Domestic Air Tickets, Car rentals/ shuttle service and accommodation bookings (Carried over from SBD 3.2)	Total Estimated Transaction Fees in figures R.....	Total Estimated Transaction Fees in words

4.	EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Transaction fee for the reservations of Domestic Air Tickets, Car rentals/ shuttle service and accommodation bookings (Carried over from SBD 3.2)	Total Estimated Transaction Fees in figures	Total Estimated Transaction Fees in words
		R.....
5.	VENUES AND CONFERENCE FACILITIES Transaction service fee required for Venues and Facilities expressed as a percentage of the total cost of the event (Carried over from SBD 3.2)	Transaction service fee expressed as a percentage of the total cost of the event in figures	Transaction service fee expressed as a percentage of the total cost of the event in amount in words
	% of the total cost of the event of the total cost of the event

NOTE:

If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.

SIGNATURE OF BIDDER:

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

DATE:

1. INTRODUCTION

The Department of Public Works & Infrastructure & Infrastructure (DPWI) requires a comprehensive travel & hospitality management services for its officials for business purposes for a period of 3 years.

2. PURPOSE OF THIS BID

- The purpose of this bid is to solicit proposals from potential bidder(s) for the provision of travel management services to Department of Public Works & Infrastructure.
- This bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Public Works & Infrastructure & Infrastructure for the provision of travel management services to Department of Public Works & Infrastructure.
- This bid does not constitute an offer to do business with Department of Public Works & Infrastructure & Infrastructure, 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.

Air travel means travel by airline on authorised official business.

ASATA means Association of South African Travel Agents

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.

Cancellation means the act of deciding to stop an organized thing from happening or of stopping an order for something to happen.

Client stands for the DPWI.

Department means the organ of state, Department or Public Entity that requires the provision of travel management services (Department of Public Works & Infrastructure)

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

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

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

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

Lodge Card is a Virtual Card that is “Lodged” with the Travel Management Company (TMC) or in-house Online Booking tool, and serviced by a supporting Bank.

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

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

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

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

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

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

Bidder(s) must be compliant when submitting a bid/proposal to Department of Public Works & Infrastructure 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).

4.2. Procurement Legislation

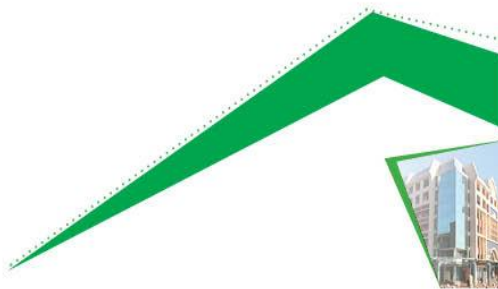
Department of Public Works & Infrastructure has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based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

4.3. Technical Legislation and/or Standards

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



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



BID NOTICE INVITATION

BID NO.: SCMU5-23/24-0019

Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years

Tender documents are downloadable free of charge from National Treasury's eTender Portal: (<https://www.etenders.gov.za/>) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **23 June 2023**.

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box not later than **11h00** on the **20 July 2023**, when bids will be opened in public.

Physical Address of Bid Box: Department of Public Works & Infrastructure, Qhasana Building, Ground floor, Bhisho

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box

BID EVALUATION

This bid will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA on the 80/20 principle

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS:

Maximum points on price	-	80 points
Specific goals	-	20 points
Maximum points	-	100 points

A. BID SPECIFICATIONS, CONDITIONS AND RULES

- This bid is divided into five items and the Department intends to award this bid to the highest point scorer/s per item unless circumstances justifies, the items are as follow:
 - Item No 1- Executive Management
 - Item No 2- Administration
 - Item No 3 - Public Works & Infrastructure
 - Item No 4 - Expanded Public Works Programme (EPWP)
 - Item No 5- Venues and Conference Facilities
- The bid is for the Head Office of the Eastern Cape Department of Public Works & Infrastructure only.
- The Department intends to award one item per bidder in respect of item 1-4, unless circumstances justifies otherwise. This does not apply to item No.5, meaning a bidder

- awarded any item between 1-4 can also be awarded item No.5 (Venues and Conference Facilities)
4. A bidder has a choice to bid for one or more items.
 5. Total bid price per items 1 - 4 will be calculated based on a standard flat service fee for all sub- items, per the estimated transactions.
 6. The transaction fee required for "Item 5: Venues and Conference Facilities must be expressed as a percentage of the total cost of the event
 7. The bidder must have a fully functional branch/office in the Eastern Cape Province.
 8. **SBD 4 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.**
 9. The Department intends to award this bid per item. A bidder reserves the right not to quote for all items. Bidders failing to tender for all sub-items in an Item excluding item No. 5 will not be considered.
 10. The Department of Public Works & Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
 11. The bid will be valid for a period of 120 days after the closing date.
 12. Other bid conditions and rules are detailed in the bid document.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked "**SCMU5-23/24-0019: Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years**"

C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**SCM RELATED ENQUIRIES**

Tel No: 040 602 4563/4000

Email Address: supply.chain@ecdpw.gov.za

(Please note it is recommended to use email for any enquiries)

TECHNICAL ENQUIRES

Enquiries: Ms. O. Yona

Email Address: supply.chain@ecdpw.gov.za

SPECIAL CONDITIONS OF BID**1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

2. EXTENT OF BID

This contract is for the **Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Terms of Reference

4. SPECIAL BID RULES

- a) The number of transactions are estimated quantities only and are not guaranteed.
- b) The number of transactions and R-values are historic trends and the transaction volumes may change during the tenure of the contract.
- c) The contract which the Department will enter into will be transactional fee/ rates based for items 1 – 4. The total bid price as per the pricing schedules will be used for evaluation purposes only and the contract will not be limited/ linked to the contract value/number of transactions.
- d) The transaction fee required on the pricing schedule for accommodation, air travel and car rental/ shuttle services is the transaction fee required for the arrangement of one person.
- e) The transaction fee required for "Item 5: Venues and Conference Facilities must be expressed as a percentage of the total cost of the event.
- f) Department of Public Works & Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- g) 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.
- h) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department of Public Works & Infrastructure for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
- i) The Department of Public Works & Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- j) The Department of Public Works & Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.
- k) The Department of Public Works & Infrastructure shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- l) The Department of Public Works & Infrastructure intends to award this bid per item. A bidder reserves the right not to quote for all items. Bidders failing to tender for all sub-items in an Item excluding item No. 5 will not be considered.

- m) The Department of Public Works & Infrastructure intends not to award more than one item per bidder in respect of item 1-4. Awards will be made from highest point scorer downwards. Should less than four (4) bidders be responsive, the Department reserves the right to award more than one item to a bidder.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.
The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

7. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

All Bids must remain valid for a period of **120** days from the closing date as stipulated in the Bid document.

8. PENALTY PROVISION AND WITHDRAWAL

8.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
 - [b] Advise the Department of his / her / their inability to fulfil the contract; or
 - [c] Fail or refuse to fulfil the contract; or
 - [d] Fail or refuse to sign the agreement or provide any surety if required to do so;
- Then, the Department may hold the bidder responsible for and is obligated to pay to the Department:
- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
 - [b] The difference between the original accepted Bid price (inclusive of escalation if applicable) and:
 - [i] A less favourable (for the Department) Bid price (inclusive of escalation if applicable) accepted as an alternative by the Department from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation if applicable).

8.2 Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

10. BRAND NAMES

Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

11. PRICE ADJUSTMENTS

The Bid is subjected to price escalation. Irrespective date of award, no price adjustment will be allowed in the first 12 (twelve) months. Annual adjustments will be allowed using the CPI Price index as published for the month of the closing date of the bid.

The following CPI - indices will be used as a baseline:

Consumer Price Index; Table A – Consumer Price Index: Main indices, Geographic indices, CPI per province of the Eastern Cape with base figure as at the closing month of the bid.

Using the following formula

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$		
Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

12. AUTHORITY TO SIGN BID DOCUMENTS

- In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- No authority to sign is required from a company or close corporation or partnership which has only one director or member.
- In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
- If the document is signed by one of the directors, Resolution to sign is not required to be complete.

13. DURATION OF THE CONTRACT

The expected contract period is three (3) years from the contract start date as would be agreed with an option to renew on the sole discretion of the Department of Public Works & Infrastructure' for an additional period not exceeding 12 months on the same terms and conditions unless the parties agree otherwise.

14. DELIVERY PERIODS

Delivery periods (where applicable) must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. DISPUTES OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

- a) Bids must be submitted in sealed envelopes clearly marked "**SCMU5-23/24-0019: APPOINTMENT OF SERVICE PROVIDERS TO RENDER OFFSITE TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, ACCOMMODATION, VENUES AND CONFERENCE FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE: HEAD OFFICE FOR A PERIOD OF THREE (3) YEARS.**"
- b) The completed bid documents must be deposited in the bid box, Ground floor, Department of Public Works & Infrastructure, Qhasana Building, Bhisho, not later than 11H00 on **20 July 2023** when bids will be opened in public.
- c) Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

The Bid will be awarded to the bidder who scores the highest PPPFA points.

However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA regulations.

18. 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).

19. COMMUNICATION

- a. A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on Page 1 and 8 of this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.
- b. The delegated office of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- c. Any communication to an official or a person acting in an advisory capacity for Department of Public Works & Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d. All communication between the Bidder(s) and Department of Public Works & Infrastructure must be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & Infrastructure 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 Works & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works & Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).
- g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- h. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

20. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 15, GCC)

21. PRESENTATION / DEMONSTRATION

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

22. SUPPLIER DUE DILIGENCE

Department of Public Works & Infrastructure 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/In loco Inspection.

23. 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 Works & Infrastructure**, 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.

24. INDEMNITY

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

25. 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.

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. **Department of Public Works & Infrastructure** 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.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant

28. 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.

29. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

- a. The Department intends to award to the highest point scorer/s per item, unless circumstances justifies otherwise.
- b. A contract may be awarded to a tenderer that did not score the highest points, subject to a risk assessment indicating that the higher point scorer(s) does not have the capacity to render the service.

30. OTHER CONDITIONS OF BID

- a. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
- b. All bidders' tax matters must be in order prior award. Bidders will be afforded by the Department an opportunity of not more than 7 working days to correct their tax matters, if it is found not to be in order through CSD verification. Failure to comply within the prescribed period, will lead to elimination. Bidders' tax matters will be verified through CSD.
- c. The Department will contract with the successful bidder with a formal contract
- d. The following Annexure should be completed.
 - i. Annexure D - Details of Tenderers nearest Office

OoOoo

SCOPE OF WORK

1. Background

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 Works & Infrastructure travel co-ordinator(s). The Department of Public Works & Infrastructure travel co-ordinator(s) captures the requisition into XYZ (RFQ Form) which goes through an approval workflow process and then through to the travel management company for travel booking.

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

- a) Provide the Department of Public Works & Infrastructure 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 the Department of Public Works & Infrastructure without any degradation in the services;
- c) Appropriately contain the Department of Public Work & Infrastructure risk and traveller risk.

2. Travel Volumes

The current Department of Public Works & Infrastructure total volumes per annum includes air travel, accommodation, car hire, conference, etc. The table below details the historical committed amounts and number of transactions for the previous three Financial years; 2019/2020, 2021/2022 and 2022/2023. See table 1,2 & 3). COVID 19 may have affected the 2019/2020 financial year, so, 2022/2023 financial year has been added. See table 4.

Table 1

HISTORICAL TRANSACTIONS BREAKDOWN - HEAD OFFICE (COMMITTED AMOUNTS)					
ITEM NO	ITEM DESCRIPTION	ACCOMMODATION	AIR TRVEL	CAR RENTAL	GRAND TOTAL
ITEM #1	EXECUTIVE MANAGEMENT	R5,630,286.00	R1,076,289.00	R3,187,297.00	R9,893,872.00
ITEM #2	ADMINISTRATION	R10,376,918.00	R1,411,364.00	R286,890.90	R12,075,172.90
ITEM #3	PUBLIC WORKS INFRASTRUCTRE	R7,602,030.00	R1,653,747.00	R418,823.80	R9,674,600.80
ITEM #4	EXPANDED PUBLIC WORKS PROGRAMME	R18,983,765.00	R850,804.80	R231,062.90	R20,065,632.70
GRAND TOTAL		R42,592,999.00	R4,992,204.80	R4,124,074.60	R51,709,278.40

Table 2

HISTORICAL TRANSACTIONS BREAKDOWN - HEAD OFFICE (TOTAL NUMBER OF TRANSACTIONS)

ITEM NO	ITEM DESCRIPTION	ACCOMMODATION	AIR TRVEL	CAR RENTAL	GRAND TOTAL
ITEM #1	EXECUTIVE MANAGEMENT	609	155	134	898
ITEM #2	ADMINISTRATION	1415	142	99	1656
ITEM #3	PUBLIC WORKS INFRASTRUCTRE	1256	184	137	1577
ITEM #4	EXPANDED PUBLIC WORKS PROGRAMME	1352	95	81	1528
GRAND TOTAL		4632	576	451	5659

VENUES AND FACILITIES

Table 3

HISTORICAL TRANSACTIONS BREAKDOWN - HEAD OFFICE (COMMITTED AMOUNTS)

ITEM NO	ITEM DESCRIPTION	VENUES & FACILITIES	GRAND TOTAL
ITEM #1	EXECUTIVE MANAGEMENT	88	R7,251,465.00
ITEM #2	ADMINISTRATION	29	R1,072,687.70
ITEM #3	PUBLIC WORKS INFRASTRUCTRE	26	R2,104,473.00
ITEM #4	EXPANDED PUBLIC WORKS PROGRAMME	15	R1,335,074.48
GRAND TOTAL		158	R11,763,700.18

Table 4

HEAD OFFICE-BASED BREAKDOWN FOR TRAVEL ARRANGEMENTS (1 APRIL 2022 - 31 MARCH 2023)					
NO	PROGRAMME	ITEM	TOTAL NUMBER OF TRANSACTIONS	COMMITTED AMOUNT	TOTAL AMOUNT PAID
1	EXECUTIVE MANAGEMENT	ACCOMMODATION	187	275765.1	231915.5
		AIR TRAVEL	20	209303.2	195109
		CAR RENTAL	25	599429	450283
		VENUES & FACILITIES	24	136685.1	111421.1
2	PROGRAMME1	ACCOMMODATION	451	495654.7	448465.9
		AIR TRAVEL	30	312590.3	245109.5
		CAR RENTAL	24	184927.3	147987.3
		VENUES & FACILITIES	13	617520.2	556609.2
3	PROGRAMME2	ACCOMMODATION	380	280890.8	249053.1
		AIR TRAVEL	27	288356.6	157976.3
		CAR RENTAL	19	110857.1	72347.22
		VENUES & FACILITIES	9	221062.6	221062.6
4	PROGRAMME3	ACCOMMODATION	414	737086.8	589097.0
		AIR TRAVEL	10	83827.12	46866.45
		CAR RENTAL	160	987152.8	623426.7
		VENUES & FACILITIES	0	0	0
GRAND TOTALS			1793	24865414.62	21005866.67

Note: These figures are historic trends and the transaction volumes may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

3. Service Requirements

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 Works & Infrastructure. This will include employees and contractors, consultants and clients where the agreement is that Department of Public Works & Infrastructure is responsible for the arrangement and cost of travel.
- b. Familiarisation with current Department of Public Works & Infrastructure travel business processes.
- c. Familiarisation with current travel suppliers and negotiated agreements that are in place between Department of Public Works & Infrastructure and third parties (if applicable).
- d. Familiarisation with current National Treasury Travel Policy and implementations of controls to ensure compliance.
- e. 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.
- f. Provide a facility for Department of Public Works & Infrastructure to update their travellers' profiles.
- g. Assist to manage the third party service providers by addressing service failures and complaints against these service providers.
- h. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- i. The travel Agency must have a facility to render a professional corporate travel agency to DPW. Ensure a 24-hour service to facilitate amendments to travel arrangements, emergency travel arrangements, accommodation bookings etc.
- j. Management reports on detailed expenses per completed month for each service, inclusive of all savings, exception reports must be submitted together with month-end statements as prescribed by DPW&I.
- k. Provide a certificate/letter for International Air Transport Association (IATA) membership. Proof of such membership must be submitted with the bid at the closing date and time.

3.2 Reservations

The Travel Management Company will:

- a. always endeavour to make the most cost effective travel arrangements.

- b. 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.
- c. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- d. book the negotiated discounted fares and rates where possible.
- e. 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.
- f. Where applicable, book parking facilities at the airports where required for the duration of the travel.
- g. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates.
- j. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- k. note that, unless otherwise stated, all cases include domestic and regional travel bookings.
- l. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Department of Public Works & Infrastructure are **non-commissionable**, where commissions are earned for Department of Public Works & Infrastructure bookings all these commissions should be returned to Department of Public Works & Infrastructure on a monthly basis.

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 lowest airfares possible for domestic travel.
- c) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- d) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- e) Reservations for airline tickets must be delivered electronically to the traveller(s) promptly after booking before the departure times.
- f) 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.
- g) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution.

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 National Treasury Travel Policy.
- d) Department of Public Works & Infrastructure travellers may only stay at accommodation establishments with which Department of Public Works & Infrastructure 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 Works & Infrastructure.
- e) Accommodation vouchers must be issued to all Department of Public Works & Infrastructure travellers for accommodation bookings and must be invoiced to Department of Public Works & Infrastructure monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.

3.5 Car Rental and Shuttle Services

- a) The TMC will book the approved category vehicle in accordance with the National Treasury 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 will book transfers in line with the National Treasury Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

3.6 After Hours and Emergency Services

- a) After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 7h30) and twenty-four (24) hours on weekends and Public Holidays.
- b) 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.
- c) 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.

3.7 Communication

- 3.7.1 The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Department of Public Works & Infrastructure.
- 3.7.2 All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 3.7.3 The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

3.8 Financial Management

- 3.8.1 The TMC must implement the rates negotiated by Department of Public Works & Infrastructure with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 3.8.2 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 Works & Infrastructure for payment within the agreed time period.
- 3.8.3 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 Works & Infrastructure for the services rendered.
- 3.8.4 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.
- 3.8.5 Consolidate Travel Supplier bill-back invoices.
- 3.8.6 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Public Works & Infrastructure' 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.
- 3.8.7 Ensure Travel Supplier accounts are settled timeously.

3.9 Technology, Management Information and Reporting

- 3.9.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 3.9.2 The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 3.9.3 All management information and data input must be accurate.
- 3.9.4 The TMC will be required to provide the Department of Public Works & Infrastructure 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>

- 3.9.5 Reports must be accurate and be provided as per Department of Public Works & Infrastructure' 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).
- 3.9.6 Department of Public Works & Infrastructure may request the TMC to provide additional management reports.
- 3.9.7 Reports must be available in an electronic format for example Microsoft Excel.
- 3.9.8 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

a) 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.

b) 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.

- 3.9.9 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.

3.10 Account Management

- 3.10.1 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.
- 3.10.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Public Works & Infrastructure account.
- 3.10.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 3.10.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 3.10.5 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 3.10.6 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

3.11 Value Added Services

The TMC may provide the following value added services (where applicable):

3.11.1 Destination information for domestic and regional destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;
- iv. Travel alerts;
- v. Location of hotels and restaurants;
- vi. Information including the cost of public transport;
- vii. Rules and procedures of the airports;
- viii. Airline baggage policy; and
- ix. Supplier updates

3.11.2 Electronic voucher retrieval via web and smart phones;**3.11.3 SMS notifications for travel confirmations;****3.11.4 VIP services for Executives that include, but is not limited to check-in support.****3.12 Cost Management**

3.12.1 The National Treasury cost containment initiative and the National Treasury Travel Policy is establishing a basis for a cost savings culture.

3.12.2 It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.

3.12.3 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.

3.12.4 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 National Treasury 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.

3.13 Quarterly and Annual Travel Reports

3.13.1 Quarterly reports are required to be presented on request by the Department by the Travel Management Company on all Department of Public Works & Infrastructure travel activity in the previous three-month period. These reviews are comprehensive and presented to [Department of Public Works & Infrastructure' Procurement and Finance teams as part of the performance management reviews based on the service levels.

3.13.2 Annual Reports are also required to be presented to the Department of Public Works & Infrastructure' Senior Executives, should it be requested.

3.13.3 These Travel Report will include without limitation the following information

- a) Venue hiring
- b) Air Travel
- c) Accommodation; and
- d) Car rental/shuttle services

4 PRICING MODEL

Department of Public Works & Infrastructure requires bidders to propose one pricing model being the transactional fee model

4.1 Transaction Fees/Service Fee

Refer Annexure A3: Pricing Schedule

4.1.1 The transaction fee must be a fixed amount per service for items one to four (1 – 4). 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.

4.1.2 The transaction fee must be a fixed percentage per service for item five (5).

4.1.3 Transaction fee Off-site option

4.2 Volume driven incentives

4.2.1 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 Works & Infrastructure reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through the Department of Public Works & Infrastructure volumes will be reimbursed to Department of Public Works & Infrastructure
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

4.3 ADDITIONAL SERVICES (WHEN NEEDED)

- (i) Rescheduling and or cancelation of accommodation bookings prior departure
- (ii) Rescheduling of Air tickets before departure
- (iii) Rescheduling of Air tickets after departure
- (iv) Rescheduling and cancelation of Car Rentals
- (v) Rescheduling and cancelation of Conference bookings and arrangements
- (vi) Carports or Parking – Offer DPW's travellers the convenience of arranging parking at international airports, e.g. OR Tambo, Cape Town and any other regional airport.
- (vii) Bus/Coach Bookings
- (viii) Changes to bookings
- (ix) After Hours Services

4.4 VALUE ADDED SERVICES

- (i) Supply an online facility where employees can access their travel itinerary, make bookings and cancel bookings.
- (ii) Extend service directly to family of employees at no additional charge, at same rates as agreed with Client (Cash or Credit Card).

4.5 PAYMENTS AND BILLING

- (i) The Department commits itself to settle all contractual undisputed/ compliant invoice commitments within 30 days of receipt of invoice.
- (ii) Disputed invoices will be dealt with in accordance of the General Conditions of Contract, paragraph 28: Settlement Of Disputes
- (iii) However, it is expected that travel agent present the client with a single statement every month per sub-cost centre supported with the necessary reports and source documents as stipulated by Client from time to time, for account reconciliation.

EVALUATION AND SELECTION CRITERIA

This bid will be evaluated in two (2) phases as follows:

Phase 1: Compliance, responsiveness to the bid rules and conditions, thereafter

Phase 2: Bidders passing stage above will thereafter be evaluated on PPPFA

1. PHASE 1
EVALUATION CRITERIA

A. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as “non-responsive” and will not be considered for further evaluation.

B. Bidders’ proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
2. **SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1 of SBD 4.**
3. The form SBD1 “Part A” should be completed and “Part B” must fully completed (date, signature, amount).
4. Bidder’s proposals that do not meet the specifications will be eliminated.
5. The Resolution to Sign - Annexures A must be duly completed & signed (if applicable)
6. Only one offer (bid) per item (1 – 5) per bidder is allowed. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
7. Proof of address of a fully functional branch/office in the Eastern Cape Province must be in the form of a lease agreement, a Municipal account or any accounts documents.
8. SBD 3.1- Pricing Schedule- Firm Prices – must be completed
9. If the Bid Sum (amount in words) as per SBD 1 is not completed, the bid will be eliminated.
10. If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
11. **Submit a copy of a valid certificate/letter for Association of South African Travel Agents (ASATA) membership.**
12. **Bidder must have a bank rating of C. Bidder must provide proof from a financial institution confirming the bank rating**

13. Bidders must submit with the bid at least three (3) written and signed testimonials with contactable references of completed projects of this nature within South Africa. For a testimonial to be considered:

- a) The performance of the bidder must be satisfactory
- b) The testimonial must be signed and dated.
- c) The testimonial must be in the letterhead of the client with contact particulars
- d) The testimonial must be from different clients
- e) The testimonial must indicate any but not limited to the below:
 1. Venue hiring
 2. Air Travel
 3. Accommodation; and
 4. Car rental/shuttle services
- f) The project must have a contract period of not less than three (3) months
- g) Please note, an appointment/ award letter and or signed contract are not accepted as testimonials.

2. PHASE THREE: EVALUATION ON NEW PPPFA and SPECIFIC GOALS

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE	
POINTS FOR PRICE	80 POINTS
SPECIFIC GOALS	20 POINTS
TOTAL POINTS	100 POINTS

Please note:

1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals
2. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise
3. All information will be verified through CSD (where applicable)
4. SBD 6.1 is attached

FEE PER TRANSACTION MODEL

OFF-SITE SERVICES

SBD 3.2

BID NO: SCMU5-23/24-0019

BID NAME: Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works: Head Office for a period of three (3) years

BIDDER NAME:

ITEM 1 EXECUTIVE MANAGEMENT
TRANSACTION FEES

			TRADITIONAL BOOKINGS		
SUB-ITEMS	Transaction Type	Estimated Volume of transactions	Fee per transaction (excl VAT)	Fee per transaction (incl VAT)	Total Transaction fee (incl VAT)
1	Service fee for Air Travel – Domestic	175		R -	R -
2	Service fee for Car Rental – Domestic	159		R -	R -
3	Service fee for Shuttle Services – Domestic	1		R -	R -
4	Service fee for Accommodation – Domestic	796		R -	R -
5	Service fee for Bus/Coach Bookings	1		R -	R -
6	Service fee for Parking bookings	1		R -	R -
7	Service fee for cancellation - Air Travel (Domestic)	1		R -	R -
8	Service fee for cancellation - Car Rental (Domestic)	1		R -	R -
9	Service fee for cancellation - Shuttle services (Domestic)	1		R -	R -
10	Service fee for cancellation - Accommodation (Domestic)	1		R -	R -
11	Service fee for cancellation - Bus/Coach Bookings	1		R -	R -
12	Service fee for cancellation - Parking bookings	1		R -	R -
13	Service fee for rescheduling/ Changes - Air Travel (Domestic)	1		R -	R -
14	Service fee for rescheduling/ Changes - Car Rental (Domestic)	1		R -	R -
15	Service fee for rescheduling/ Changes - Accommodation (Domestic)	1		R -	R -
16	Service fee for rendering of after Hours Services	1		R -	R -
Total		1143			R -
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES (carried to page 3)				R	-

FEE PER TRANSACTION MODEL OFF-SITE SERVICES

SBD 3.2

BID NO: SCMU5-23/24-0019

BID NAME: Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works: Head Office for a period of three (3) years

BIDDER NAME:

ITEM 2. ADMINISTRATION
TRANSACTION FEES

			TRADITIONAL BOOKINGS		
SUB-ITEMS	Transaction Type	Estimated Volume of transactions	Fee per transaction (excl VAT)	Fee per transaction (incl VAT)	Total Transaction fee (incl VAT)
1	Service fee for Air Travel – Domestic	172		R -	R -
2	Service fee for Car Rental – Domestic	123		R -	R -
3	Service fee for Shuttle Services – Domestic	1		R -	R -
4	Service fee for Accommodation – Domestic	1866		R -	R -
5	Service fee for Bus/Coach Bookings	1		R -	R -
6	Service fee for Parking bookings	1		R -	R -
7	Service fee for cancellation - Air Travel (Domestic)	1		R -	R -
8	Service fee for cancellation - Car Rental (Domestic)	1		R -	R -
9	Service fee for cancellation - Shuttle services (Domestic)	1		R -	R -
10	Service fee for cancellation - Accommodation (Domestic)	1		R -	R -
11	Service fee for cancellation - Bus/Coach Bookings	1		R -	R -
12	Service fee for cancellation - Parking bookings	1		R -	R -
13	Service fee for rescheduling/ Changes - Air Travel (Domestic)	1		R -	R -
14	Service fee for rescheduling/ Changes - Car Rental (Domestic)	1		R -	R -
15	Service fee for rescheduling/ Changes - Accommodation (Domestic)	1		R -	R -
16	Service fee for rendering of after Hours Services	1		R -	R -
	Total	2174			R -
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES (carried to page 3)				R	-

FEE PER TRANSACTION MODEL OFF-SITE SERVICES

SBD 3.2

BID NO: SCMU5-23/24-0019
BID NAME: Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works: Head Office for a period of three (3) years
BIDDER NAME:
ITEM 3 PUBLIC WORKS INFRASTRUCTURE
TRANSACTION FEES

			TRADITIONAL BOOKINGS		
SUB-ITEMS	Transaction Type	Estimated Volume of transactions	Fee per transaction (excl VAT)	Fee per transaction (incl VAT)	Total Transaction fee (incl VAT)
1	Service fee for Air Travel – Domestic	211		R -	R -
2	Service fee for Car Rental – Domestic	156		R -	R -
3	Service fee for Shuttle Services – Domestic	1		R -	R -
4	Service fee for Accommodation – Domestic	1636		R -	R -
5	Service fee for Bus/Coach Bookings	1		R -	R -
6	Service fee for Parking bookings	1		R -	R -
7	Service fee for cancellation - Air Travel (Domestic)	1		R -	R -
8	Service fee for cancellation - Car Rental (Domestic)	1		R -	R -
9	Service fee for cancellation - Shuttle services (Domestic)	1		R -	R -
10	Service fee for cancellation - Accommodation (Domestic)	1		R -	R -
11	Service fee for cancellation - Bus/Coach Bookings	1		R -	R -
12	Service fee for cancellation - Parking bookings	1		R -	R -
13	Service fee for rescheduling/ Changes - Air Travel (Domestic)	1		R -	R -
14	Service fee for rescheduling/ Changes - Car Rental (Domestic)	1		R -	R -
15	Service fee for rescheduling/ Changes - Accommodation (Domestic)	1		R -	R -
16	Service fee for rendering of after Hours Services	1		R -	R -
	Total	2016			R -
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES (carried to page 3)				R	-

FEE PER TRANSACTION MODEL**OFF-SITE SERVICES****SBD 3.2****BID NO: SCMU5-23/24-0019****BID NAME: Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works: Head Office for a period of three (3) years****BIDDER NAME:****ITEM 4 EXPANDED PUBLIC WORKS PROGRAMME****TRANSACTION FEES**

			TRADITIONAL BOOKINGS		
SUB-ITEMS	Transaction Type	Estimated Volume of transaction	Fee per transaction (excl VAT)	Fee per transaction (incl VAT)	Total Transaction fee (incl VAT)
1	Service fee for Air Travel – Domestic	105		R -	R -
2	Service fee for Car Rental – Domestic	241		R -	R -
3	Service fee for Shuttle Services – Domestic	1		R -	R -
4	Service fee for Accommodation – Domestic	1766		R -	R -
5	Service fee for Bus/Coach Bookings	1		R -	R -
6	Service fee for Parking bookings	1		R -	R -
7	Service fee for cancellation - Air Travel (Domestic)	1		R -	R -
8	Service fee for cancellation - Car Rental (Domestic)	1		R -	R -
9	Service fee for cancellation - Shuttle services (Domestic)	1		R -	R -
10	Service fee for cancellation - Accommodation (Domestic)	1		R -	R -
11	Service fee for cancellation - Bus/Coach Bookings	1		R -	R -
12	Service fee for cancellation - Parking bookings	1		R -	R -
13	Service fee for rescheduling/ Changes - Air Travel (Domestic)	1		R -	R -
14	Service fee for rescheduling/ Changes - Car Rental (Domestic)	1		R -	R -
15	Service fee for rescheduling/ Changes - Accommodation (Domestic)	1		R -	R -
16	Service fee for rendering of after Hours Services	1		R -	R -
	Total	2125			R -

PRICE THAT WILL BE USED FOR EVALUATION PURPOSES (carried to page 4)**R****-**

PLEASE NOTE:

1. 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.
2. Transaction service fee is for reservation or arrangements for one person
3. "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
4. The awarded service provider will have to use their rates as quoted in this pricing schedule to arrange each of the indicated services i.e. air travel, car rental/shuttle, accommodation and afterhours services

VAT NUMBER REGISTRATION (if applicable)

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)****NOTE: ONLY FIRM PRICES WILL BE ACCEPTED****Name of bidder Bid number: SCMU5-23/24-0019****Closing Time: 11h00****Closing date 20 July 2023****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.****Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years****ITEM 5: VENUE AND FACILITIES**

Item Number	Description	Transaction fee %
1	The transaction fee required for this item: Venues and Conference Facilities must be expressed as a percentage of the total cost of the event% of the total cost of the event (Carried over to page 4)

This Offer will be accepted by the Department of Public Works & Infrastructure by issuing a Letter of Acceptance, which will be followed by drafting a formal contract (based on General Conditions of Contract) and whereupon the bidder becomes the party named as the Service Provider in terms of the Conditions of Contract.

VAT NUMBER REGISTRATION (if applicable)

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Black youth ownership:-			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
People with disability:-			
	(a) 20% or more disabled people ownership	4	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within the Eastern Cape	2	
	(b) Outside the Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

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

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following statements that
 I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

² 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.

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

ANNEXURE A**RESOLUTION FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

ANNEXURE B**SCHEDULE OF PROPOSED SUB-CONTRACTORS****BID NO: SCMU5-23/24-0019****Appointment of service providers to render Offsite Travel Management Services in
respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for
the Department of Public Works & Infrastructure: Head Office for a period of three (3)
years**

Project Title:	
Contract Number	

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor (s)	Nature and extend of Work	Previous experience with Sub-contractor	Estimated R-value of sub-contract works	Sub-contracting % based on R-Value of total Bid price
1				R	_____ %
2				R	_____ %
3				R	_____ %
4				R	_____ %
5				R	_____ %
TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS				R	_____ %

Signed _____ Date _____
(Signature of bidder)

Name _____ Position _____
(Name of authorised signature) (Position of authorised signature)

Name of Bidder _____

ANNEXURE C**RECORD OF ADDENDA TO TENDER DOCUMENTS****BID NO: SCMU5-23/24-0019**

Appointment of service providers to render Offsite Travel Management Services in respect of Air Travel, Car Hire, Accommodation, Venues and Conference Facilities for the Department of Public Works & Infrastructure: Head Office for a period of three (3) years

(Returnable: This addenda must be signed and submitted with the bid at the closing date)

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

	Date	Page number	Title or Details per original Bid Document	Amendment
1.				
2.				
3.				
4.				
5.				
1.				
2.				
3.			-	
4.				

Signed _____ Date _____

Name _____ Position _____

Name of Tenderer _____

ANNEXURE D

DETAILS OF TENDERERS NEAREST OFFICE

1. Physical address of tenderer:

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by tenderer: _____

.....
SIGNATURE OF (ON BEHALF OF) TENDERER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

GENERAL CONDITIONS OF CONTRACT**A. 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
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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 provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the 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 provider 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 provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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

9. Packaging

- 9.1** The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1** Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1** The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1** Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services
- 13.1** The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2** Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts
- 14.1** As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

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

15. Warranty

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

16. Payment

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

17. Prices

- 17.1** Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Increase/decrease of quantities
- 18.1** In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments
- 19.1** No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment
- 20.1** The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts
- 21.1** The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance
- 22.1** Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2** If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by mendment of contract.
- 22.3** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a

similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

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

24. Termination For Default

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

25. Anti-Dumping And Counter-Vailing Duties And Rights

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

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

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

28. Settlement Of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

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

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

33. TAXES AND DUTIES

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

34. Transfer Of Contracts

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

35. Amendment Of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.