

BID ADVERTISEMENT FORM

Bid description	Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape		
Bid number	NC/DALO/1764		
Name of institution	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform		
The place where goods, works, or services are required	Kimberley		
Closing date and time	Date	24 October 2025	Time 11:00 AM
Contact details	Postal address	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform Private Bag X5018 Kimberley 8300 Attention: Acquisition Office	
	Physical address	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform 162 George Street Kimberley 8300 Attention: Acquisition Office	
	Tel. no.	053 838 9194/97	
	Fax no.	N/A	
	E-mail address	amathibela@ncpg.gov.za	
	Contact person	A Mathibela 053 838 9174	
Where bids can be collected	Bid documents will be available on the E Tender		
Where bids should be delivered	162 George Street, Kimberley 8300		
Category (refer to annexure A)	N/A		
Sector	Other		
Region	Frances Baard		
Compulsory briefing session/site visit	Date	N/A	
	Time	N/A	
	Venue	N/A	

Description: Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape
Quotation No. : NC/DALO/1764



TERM CONTRCT PROCUREMENT DOCUMENT

Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape

Closing Date : 24 October 2025

Issued by:

Northern Cape: Department of Agriculture, Environmental Affairs, Rural Development and Land Reform

TEMOTHUO HOUSE

162 George Street

Kimberley

8300

Contact Person:

Name: A Mathibela

Tele No: 053 838 9174

Email: amathibela@ncpg.gov.za

Name of Tenderer:

Total Tendered Amount (incl. vat):

Time for Completion (in months):

NORTHERN CAPE: DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT TENDER NOTICE AND INVITATION TO TENDER

Purpose of the request for the proposal (RFP)

Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape (DAERL) seeks to appoint travel management companies that will manage travelling, accommodation and event arrangements of the department. This includes coordinating venue hire, conference facilities, workshop packages and events when required. DAERL hereby extends an invitation to prospective contractors to sign a **3 years** term contract with the department, with no obligation to provide a specific amount of work. The RFP does not constitute an offer to do business with DAERL but merely serves as an invitation to the potential bidders.

An 80/20 point system is applicable to this bid. Proof of company address must be submitted to qualify for preference points.

Queries relating to the issue of these documents may be addressed to:

Project Leader: **A Mathibela**
Tel No. **053 838 9174**
e mail: **amathibela@ncpg.gov.za**

A compulsory clarification meeting with representatives of the Employer will take place at **N/A** on the **N/A** starting time **N/A** am coordinate: **N/A**
The closing time for receipt of tenders is **11:00 AM** on the **24 October 2025**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Description: Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape
Quotation No.: NC/DALO/1764



PART A INVITATION TO BID

NCP 1 (7/12/11)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPTMENT OF AGRICULTURE, ENVIROMENTAL AFFAIRS, RURAL DEVELOPMENT AND LAND REFORM)

BID NUMBER:	NC/DALO/1764	CLOSING DATE:	24 October 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape				
PROJECT NAME	Travel Management Services		FUNDS	Voted	

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT **(162 GEORGE STREET KIMBERLEY, 8301)**

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		OR	CSD No:	
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO

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

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, 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 SIGN A WRITTEN CONTRACT FORM (NCP7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

Pre-qualification Criteria

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

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

Document that must be submitted	Non-submission will result in disqualification?	
Invitation to Bid – NCP 1	YES	Complete and sign the supplied pro forma document.
Bidders Disclosure – NCP 4	YES	Complete and sign.
Preference Point Claim Form – NCP 6.1	NO	Non-submission will lead to a zero (0) score on specific goals
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.

IATA Licence / Certificate	YES	i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
Pricing Schedule	YES	Submit full details of the pricing proposal.

THE PRICE QUOTATION BOX IS SITUATED AT TEMOTHUO HOUSE, 162 GEORGE STREET, KIMBERLEY AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder:	Bid number: NC/DALO/1764
Closing Time: 11:00 AM	Closing date: 24 October 2025

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	1	Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape	R

Required by: *Department of Agriculture, Environmental Affairs, Rural Development and Land Reform*

- At: Kimberley Head Office

1. Brand and model
2. Country of origin
- Does the offer comply with the specification(s)? *yes/no
3. If not to specification, indicate deviation(s)
4. Period required for delivery 24 Hours or as negotiated YES/NO
5. If No specify alternative delivery period
6. Delivery basis

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

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

***Delete if not applicable**

NCP4

BIDDERS 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

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.

2.2 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:

.....

2.3 Does the bidder or any of its directors I trustees I shareholders I members I 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, (name).....the.....undersigned, 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 consortium will not be construed as collusive bidding.
- 3.4.1** 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.

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.

- 3.4.2** 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 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder (company name)

NCP6.1

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

FORMAL TERM CONTRACT R 1M UP TO R 50 M

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:

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

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) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor's letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest 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—

- 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
- 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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
2. Who is female	5		
3. Who has a disability	2		
4. Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 Company CSD number:

4.6 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]

4.7 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:	

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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 supplier's performance
- 22) Penalties
- 23) Termination for default
- 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
- 33) National Industrial Participation Programme (NIPP)
- 34) Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5 Use of contract documents and information ; inspection.

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

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|---|---|
| 6. Patent rights | 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p> |
| 8. Inspections, tests and analyses | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>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</p> |

in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will

not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

1.1. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

- 31. Notices**
- 31.1 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL CONDITIONS

PROJECT DESCRIPTION: Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape

BID NUMBER: NC/DALO/1764

PROJECT LEADER: A Mathibela

TELEPHONE NUMBER: 053 838 9174

1. LEGISLATION AND REGULATORY FRAMEWORK

1. This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with Treasury Regulation 16A published in terms of Public Finance Management Act (PFMA), 1999 (Act 1 of 1999). The special conditions of contract are supplementary to that of the general conditions of contract. Where, however, the special conditions of contract are in conflict with General Conditions of Contract (GCC), the special conditions of contract prevail.

This specific tender is to create a database for the supply and delivery for the rendering of service for Travel Management on an as and when required basis during the 3 years contract. The Department of Agriculture, Environmental Affairs, Rural Development and Land Reform will ensure a fair rotation in allocation of orders but does not guarantee that all suppliers admitted into the database will be allocated an order during the duration of the contract.

The Department of Agriculture, Environmental Affairs, Rural Development and Land Reform reserves the right to appoint more than one supplier.

2. EVALUATION CRITERIA

- 2.1 In terms of regulation 6 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Policy Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

2.1.1 The bid price (maximum of 80 points)

2.1.2 Specific Goals (maximum 20 points)

- 2.2 A maximum of 20 points may be allocated to a bidder for attaining its B-BBEE status level of contributor in accordance with the table below:

Specific Goals	Number of points (80/20 system)
Black (HDI)	10
Women	5
Disability	2
Youth	3

- 2.3 Bidders are required to complete the preference claim form (NCP 6.1), and submit all required certified copies in order to claim the Specific Goals Preferential points.
- 2.4 The points scored by a bidder in respect of the Specific Goals will be added to the points scored for price.
- 2.5 Only bidders who have completed and signed the declaration part of the preference claim form and **who have submitted proof of Specific Goals Preferential points claimed will be considered for preference points. Failure to provide the above mentioned required documentation will lead to the non-allocation of points.**
- 2.6 The total points scored will be rounded off to the nearest 2 decimals.
- 2.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for Specific Goals. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 2.8 The Department may, before the bid is adjudicated or at any time require a bidder to substantiate claims it has made with regard to preference.

3. TAX CLEARANCE CERTIFICATE

- 3.1 Alternatively bidders must provide the Department with the tax compliance status PIN issued by SARS to enable Departmental officials to verify their tax status on the SARS website.
- 3.2 Bidder's tax status will be verified from the time of submitting a bid up until the last payment is made to the appointed supplier.
- 3.3 CSD REGISTRATION - Bidders must attach their proof of registration on the National Central Supplier database at the time of applicant or submission of a bid.

4. VALUE ADDED TAX

- 4.1 All bid prices must be inclusive of 15% value-added tax for all VAT vendors.
- 4.2 Failure to comply with this condition will invalidate the bid.

5. SUBMISSION OF BIDS

- 5.1 Bidders must submit the bid in hard copy format (paper document) to the department on or before **24 October 2025** at **11:00 AM** The hard copy of the bid response will serve as the legal bid document and must be signed in ink. the bid must be delivered to:

Department of Agriculture, Environmental Affairs, Rural Development and Land Reform
Temothuo House
162 George street
Kimberley
8300

- 5.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

6. LATE BIDS

- 6.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

7. CONTRACT PERIOD

- 7.1 This bid is for a 3 years term contract
7.2 The delivery period of this bid is 24 Hours or as negotiated **(For each quotation issued within the term contract period).**

8. COUNTER CONDITIONS

- 8.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

9. FRONTING

- 9.1 The department supports the spirit of Broad Based Black Economic Empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner against this background the department condemns any form of fronting.
- 9.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. should any of the fronting indicators as contained in the guidelines on complex structures and transactions and fronting, issued by the department of trade and industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/contractor concerned.

10. SUPPLIER DUE DILIGENCE

- 10.1 The Department reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits.

11. COMMUNICATION

- 11.1 Supply Chain Management (SCM) may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 11.2 Any communication to any government official or a person acting in an advisory capacity for the state in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 11.3 All communication between the bidder and the Supply Chain Management (SCM) must be done in writing (on company's letterhead).

12 OTHER CONDITIONS

- 12.1 Bidders must submit copies of identity documents of all directors or shareholders of the company with bid documents at the closing date and time of the bid and failure to do so the bid will not be considered.
- 12.2 The use of correction fluid or correction tape and scratching without initialling on bid documents will invalidate your bid.
- 12.3 All items listed on the departmental pricing schedule should be priced or billed for and the total bid price should be transferred to page 2. Inconsistency between the totals will invalidate your bid.
- 12.4 Amending the pricing schedule will invalidate the bid. Clarity can be sought from the project leader for any information regarding the bid to gain a clear understanding of the project before completion and submission of the bid.
- 12.5 The Department reserves the right not to award the tender or accept the lowest tender or any bid.
- 12.6 The Department has a right to award the bid to more than one bidder if the need arises.
- 12.7 The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy
- 12.8 Latest proof of company registration from Companies Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration.
- 12.9 In the case of a joint venture, all partners (members) must include their SARS certificates/SARS PIN, proof of company address and a joint venture agreement. Parties to a joint venture should complete the following documents separately: **NCP 4**
- 12.10 After the satisfactory delivery of services, payment will be made within 30 days after acceptance and receiving of a valid original tax invoice.
- 12.11 The site on which the goods will be delivered is at the Department of Agriculture, Environmental Affairs, Land Reform and Rural Development Head Office 162 George Street Kimberley 8300. Please contact A Mathibela 053 838 9174 for enquiries and directions
- 12.12 Only those tenderers who are registered with ASATA / IATA will be eligible to tender. Bidders are required to submit their international Air Transport Association (IATA) licence/certificate (certified copy) at the closing date
- 12.13 Where bidders company is using a 3rd party IATA licence, proof of the agreement must be attached and a copy of the certificate to that effect at closing date.

13 SCOPE OF WORKS

- 13.1 The rendering of services for Travel Management for Department Officials for a 3 year term period as and when required by the Department

14 PURCHASES ORDERS AND DELIVERIES

- 14.1 Services must be provided as and when required 24 hours a day, 7 days a week, public holidays and weekends included. Services must be provided within 24 Hours or as negotiated from the date of receipt of order.

15 PRICING

- 15.1 Pricing structure: Prices submitted for this bid will be regarded as non-firm and subjected to adjustment(s) once annually according to the annual adjustment percentage supplied by the purchaser. Complete table below, the annual adjustment will be CPI + 1 plus VAT non negotiable.

Adjustment	Date from which adjusted prices will become effective	% Escalation Annually
Annual Adjustment Yr2	Anniversary of the date of appointment	CPI +%
Annual Adjustment Yr3	Anniversary of the date of appointment	CPI +%

DECLARATION FOR BID DOCUMENT: NC/DALO/1764

I, the undersigned (name, surname & designation)

.....
Hereby accept the conditions stated above.

.....
Signature

.....
Date

Specifications of Contract

The Department of Agriculture, Environmental Affairs, Rural Development and Land Reform primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- i. Provide the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, 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;
- ii. Achieve significant cost savings for the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform without any degradation in the services;
- iii. Appropriately contain the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform risk and traveller risk.
- iv. The TMC/TMC's will be expected to sign a service level agreement with the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform.

All travel management and event bookings should be aligned the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

OBJECTIVES

The envisaged contract shall address the following objectives:

- To ensure the efficient and effective facilitation of travelling and accommodation booking requirements of the Department.
- To provide monthly reports of the Department's travelling and accommodation expenditure.
- To ensure that the most economical travelling and accommodation means are utilised in alignment with Treasury Instruction 1 of 2024/2025 (cost containment measures).
- The TMC must ensure that no adverse effect on service delivery is experienced by the department.
- The TMC must ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department of Agriculture, Environmental Affairs, Land Reform and Rural Development.
- The TMC must negotiate its own terms of settlement with service providers.
- The TMC will be required to book conference facilities as and when the need arises
- **Each order must be invoiced separately clearly quoting the relevant order number, such invoices must be supported by a copy of the original hotel accommodation charges (third party invoice). In the case of group bookings such as with conferences, the department will generate a specific order for which an invoice must be submitted. The invoice is to also quote the departmental order number and submitted within 30 days after the services have been rendered.**

- Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- The TMC/TMCs will receive payment within 30 days of the receipt of a valid invoice. Payment will not be made against invoices that do not have an order number or which are under dispute until such time that the matters under dispute have been resolved.
- With regards to accommodation, the Department's liability will be limited to what has been booked per order.
- The TMC/ TMCs must provide details of the Car Hire Company contracted in order to ensure that super cover insurance is provided. The TMC/TMCs must ensure that proper arrangements are made to have a car available, and the Department is not found to be arranging a separate contract with the car hiring company. The TMC/TMCs must also ensure that no separate invoice is issued by the car hiring company to the Department. It is preferable for the TMC/TMCs to be contracted to more than one Car Hire Company.
- The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like, refuelling, keys, rental agreements, damages and accidents, etc.
- For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, busses and transfers.
- The TMC should manage shuttle companies on behalf of the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- The TMC/ TMCs will be required to familiarize themselves with internal departmental procedures relating to the service and provide free training to the Booking Officers nominated by the Department on the booking procedure to be followed.
- It is required that a comprehensive TMC/TMCs service profile including administrative support functions be provided.
- The TMC must provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- In order to cater for the special needs of the Executive Authorities and Senior Officials of participating departments a dedicated VIP Service is a key requirement. The following information must be provided with regard to the bidder's VIP Service:

- Confirmation that the VIP Service is in existence and that it will be available to service the Department, 24 hours per day, 7 days per week and 365 days per year for the duration of the project. Personalized service offered by the Bidder's VIP Service in particular the following:
 - Tailor made travel service available for Executive Authorities and Senior Officials of the department.
 - Travel arrangements according to the Executive and Senior Officials travel's needs.
 - Staff compliment of the Bidder's VIP Service consultants, number of relevant years of experience of VIP consultants and knowledge base of the VIP Consultants.
 - Flexibility offered by the bidder's VIP Desk in particular:
 - Personal one on one mobile/ on-site travel consultation.
 - Document delivery during and outside office hours.
 - Proof of date of registration of company (attach certified copy of the CIPC certificate).
 - Proof of date of membership with ASATA/IATA (attach certified copy of the membership certificate)
- The TMC/ TMCs must have a dedicated Strategic Relationship Manager who will be responsible for this account and be available 24 hours a day, seven days a week and 365 per year for the duration of this project.
- The bidder must have a Complaints and Compliments Channel easily accessible to the Department. Such a channel must have an ability to track all the complaints and feed back to the Department. Monthly reports of incidents must be generated setting out the incidents reported and action taken.

Management Reports, as required by the Department, must include the following:

- Detailed expenses incurred per month for each service shall be submitted to the Department within seven (7) days of the following month for monitoring and audit purposes. The reports must reflect detailed amounts per Debtors Account and reflect a breakdown of each service.
- Specific reports required such as outstanding orders (reflected per order number), invoices outstanding and a general statement of accounts (per account) indicating payments all outstanding accounts.]

Price evaluation for bids will be evaluated according to a predetermined evaluation criterion.

The following special conditions apply to this bid:

- The duration for this contract will be 3 years from the signing of the contract with an option (by the Department) to extend.
- Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds from the assignment.
- The Department agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.
- The Department reserves its right at its sole discretion to appoint more than one bidder to implement this project.
- The bidders are to submit a single bid which will separately respond to the Department's international and domestic travel requirements. The Department reserves the right to assess these bids separately and at its sole discretion to appoint bidders either for both Domestic and international travel, and domestic travel only, or international travel only, depending on the strength of each bid and the travel requirements of the Department.
- It is a pre-requisite that bidders must have an established office in the Northern Cape Province if not at the time of closure of bid **NC/DALO/1764**. (Site verification and office operations will be conducted as part of bid requirements; the street address of offices must therefore be indicated on the price schedule, **NCP 1**).
- **Meals** - Breakfast, lunch and dinner limits must be as per the National Treasury guidelines. Limits for meals as revised at the beginning of each financial year i.e. **01 April**.
- **Car hire/shuttle** - SMS/Email booking and reservation for car, accommodation, and ticket confirmation to the user. The vehicle category must be as per National Treasury guidelines.
- **Charter Flights** – A turnaround time of no more than 8 hours per flight is required.

ADDITIONAL NEEDS/ CLIENT EXPECTATIONS AND SERVICES

- Security of the client.
- VIP arrangements.
- Luggage restrictions and arrangements.
- Facilitate industry benefits.
- Corporate miles.
- Professionalism.
- Membership card for client.
- Parking facilities.
- Client reputation.
- High standard of quality.
- High standard of corporate ethics.
- Proven industry network.

PENALTIES

Non-compliance with travel industry standards will result in the contract being terminated.

COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS

All bids duly lodged will be examined to determine compliance with mandatory requirements (completion and attachment of compulsory documents).

CONDITIONS TO FUNCTIONALITY CRITERIA

Bid documents will be assessed for quality and functionality according to the below criteria. Bidders have to prove by submission of relevant information and sufficient supporting documentation their capacity to successfully implement and complete the project. Where insufficient information is provided, zero (0) points will be awarded for that particular criterion. **Bidders should score a minimum of 70 points out of 100 points in total, with a minimum of 70% per category in order to be responsive/functional and qualify for the next step of evaluation.** Where necessary, information submitted by the bidder will be verified by the department.

Category	Possible Points	Maximum Points
1. Proof of Bank rating statement/letter (maximum 30 points)		30
➤ A - High level of financial stability and reliability	30	
➤ B -Good for the amount of enquiry	25	
➤ C-Good for the amount quoted if strictly in the way of business	21	
➤ D -Good for modest business commitments	10	
2. Registration ASATA (attach proof in the form of certified certificate)		20
➤ ASATA registration	20	
➤ Not registered	10	
3. Locality (attach municipal account or lease agreement)		20
➤ Office in Kimberley	20	
➤ Will establish an office in Kimberley within 3 months of contract award.	15	
➤ Will render the service remotely	0	
4.Financial ability		15
➤ 1 contract valued at 5million and above per year	15	
➤ 2 contracts valued at 2,5 to 4,99 million per year	12	
➤ 2 contracts per year valued at 1,5 to 2.499 million per year	10	
5. Proof of company experience		15
➤ 6 years and more	15	
➤ 3 – less than 6 years	12	
➤ 1 – less than 3 years	10	
➤ Less than 1 year	0	
Total		

Item	Category	Proof to be submitted
1.	Bank rating statement/letter	Stamped bank letter.
2.	ASATA registration	Certificate of registration
3	Locality	Municipal account or lease agreement
4	Financial ability	Contract appointment letters. The letter must reflect client details, nature of contract, duration and contract amount
5.	Proof of company experience	Proof of date of registration of company (attach certified copy of the CIPC certificate) Proof of date of membership with ASATA/IATA (attach certified copy of the membership certificate)

PRESENTATION

The Department reserves the right at its sole discretion to request shortlisted bidders to render a formal presentation as part of its evaluation process.

PREFERENCE POINTS AND FINANCIAL EVALUATION

Only bids who met the minimum requirement in phase 1 and 2 will be evaluated further in terms of 80/20 or preference points system, where 80 will be used for price only and 20 points are used for specific goals.

EVALUATION PROCESS

Evaluation will be based on:

Preference Points and Financial Evaluation	Points
Price	80
Preference Points (conformance to specific goals)	20
Total	100

NAME OF BIDDER (Company) :

Physical Address :

.....

.....

Postal Address :

.....

.....

Telephone No :

Facsimile No :

E-mail Address :

Description: Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape
Quotation No. : NC/DALO/1764

PRICING SCHEDULE

FEE STRUCTURES/SERVICE FEES

BIDDERS TO NOTE THAT THE PRICING SCHEDULE IS A DUMMY AND IS MEANT FOR EVALUATION PURPOSES. THE TOTAL IN THE PRICING SCHEDULE IS NOT THE CONTRACT VALUE.

In order to evaluate all bids on the same basis, bidders are to complete the tables below. It will form part of the overall costing and evaluation of this bid. **Bidders are to indicate prices for the first year and an escalation percentage for the second and third years.** Bidders are also advised that the Department will only make use of the reputable air travel service providers as well as car hire shuttle services.

 agriculture, environmental affairs, rural development and land reform Department agriculture, environmental affairs, rural development and land reform, NORTHERN CAPE PROVINCE REPUBLIC OF SOUTH AFRICA		OFF-SITE SERVICES	
RFP NO:		NC/DALO/1764	
RFP NAME:		THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS	
BIDDER NAME			

1.1 TRANSACTION FEES (PER TRANSACTION)

ITEM	Transaction Type	Estimated Volume	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	5	R -	R -
2	Air Travel – Domestic	165	R -	R -
3	Air Travel – International (Re-issue)	2	R -	R -
4	Air Travel – Domestic (Re-issue)	80	R -	R -
5	Refunds – Air Domestic	65	R -	R -
6	Refunds – Air International	2	R -	R -
7	Car Rental – Domestic	250	R -	R -
8	Car Rental – International	5	R -	R -
9	Transfers/Shuttle – Domestic	50	R -	R -

Description: Appointment of Travel Management Companies to provide Travel Management Services to the Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, Northern Cape
 Quotation No.: NC/DALO/1764

ITEM	Transaction Type	Estimated Volume	Unit Price (incl VAT)	TOTAL Price (incl VAT)
10	Transfers/Shuttle – International	5	R -	R -
11	Accommodation – Domestic	500	R -	R -
12	Accommodation – International	5	R -	R -
13	Bus/Coach Bookings	3	R -	R -
14	Train bookings – Domestic	1	R -	R -
15	Train bookings – International	1	R -	R -
16	Courier services for travel documentation (Visa)	3	R -	R -
17	Parking bookings	10	R -	R -
18	Cancellations	30	R -	R -
19	Changes to bookings	10	R -	R -
20	After Hours Services	45	R -	R -
21	Visa Assistance	5	R -	R -
Total			R -	-
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				
1.2 CONFERENCE TRANSACTION FEE				
Item	Description	Percentage Fee	Comment	
1	Conference Transaction Fee (as a % of the cost of the event)			
BIDDERS TO NOTE THAT THE PRICING SCHEDULE IS A DUMMY PRICING SCHEDULE AND IS MEANT FOR EVALUATION PURPOSES. THE TOTAL IN THE PRICING SCHEDULE IS NOT THE CONTRACT VALUE.				



agriculture, environmental affairs,
rural development and land reform

Department:
agriculture, environmental affairs,
rural development and land reform .
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

Project Name: Project: [Travel Management Services (TMCs)

Funding: Funding: [Voted

For Department:

Specification Committee	Name	Signature	Rank	Office	Date
Compiled:	D. Mollibele		AD	SCM	20/08/25
Checked:	NIL-Senfesi		DIR	Kimberley	20/08/2025
Checked:	R.R. Morkwena		AD	Kimberley	20/08/25
Checked:	T. Moncho		DD	Kimberley	20/08/25
Checked:					
Checked:					
Approved:	A. ABRAHAM		DIR.	KIMBERLEY	20/08/25

For Service Provider:

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address or organisation)

Date

