

INVITATION TO BID

NORTHERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF TRANSPORT SAFETY & LIASION

BID NUMBER NCDTSL 2/2022

CLOSING DATE: 20 SEPTEMBER 2022

CLOSING TIME: 11:00

VALIDITY PERIOD 120 DAYS

NORTHERN CAPE PROVINCE: DEPARTMENT OF TRANSPORT SAFETY & LIASION: REQUEST FOR PROPOSAL FOR APPOINTMNET OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NORTHERN CAPE DEPARTMENT OF TRANSPORT SAFETY & LIASION

The successful bidder will be required to fill in and sign a written Contract Form (NCP 7).

BID DOCUMENTS MAY BE POSTED TO
The Manager
Supply Chain Management
Department of Transport Safety & Liaison
PO Box 168
Kimberley
8300

OR

Hand delivered to:
Department of Transport Safety & Liaison, Ocean Echo Building, 02 Cnr Sidney & Lennox Street, Kimberley
BULKY DOCUMENTS MUST BE DELIVERED TO REGISTRY, 2ND FLOOR, ROOM 14, OCEAN ECHO BUILDING

Bidders must ensure that bids are delivered in time to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL BID DOCUMENTS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODE.....NUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (NCP 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (NCP 6.1)  
HAS THE BIDDER REGISTER ON THE CENTRAL SUPPLIERS DATABASE YES or NO  
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

YES or NO

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR .....  
[TICK APPLICABLE BOX]

**(AN ORIGINAL OR CERTIFIED COPY OF YOUR B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE?  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or  NO

IF YES ENCLOSE PROOF – CERTIFIED COPY REQUIRED

IS THE BIDDER REGISTERED ON THE CENTRAL SUPPLIERS DATABASE YES or NO  
IF YES, PROVIDE CSD REGISTRATION NUMBER: \_\_\_\_\_

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE & SPECIFICATIONS MAY BE DIRECTED TO:**

**Department:** Department of Transport Safety & Liaison

**Contact Person:** Adelaide Montwedi / Masego Ncube

**Tel:** 053 839 1700 Ext. 731/808

**E-mail address:** [amontwedi@ncpg.gov.za](mailto:amontwedi@ncpg.gov.za) / [mrattle@ncpg.gov.za](mailto:mrattle@ncpg.gov.za)

**PLEASE NOTE:**

Corrections by correctional fluid is not allowed in a bid document.

All corrections must be initialed. Failure to do so may result in such a bid being regarded as non- responsive.

If correctional fluid is used to correct signatures, prices and descriptions it will lead to a bid being regarded as non-responsive.

Bid Number: NCDTSL 02/2022

Closing Date 20 September 2022:

Closing Time: 11:00

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Request for proposal for Appointment of a Travel Management Company to provide Travel Management Services to the Northern Cape Department of Transport Safety & Liaison

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Required by:

Department Transport Safety & Liaison

Northern Cape Provincial Government

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Specifications and bid documents are available at Department of Transport Safety & Liaison OR download from the E-Tender Publication Portal: [www.etenders.gov.za](http://www.etenders.gov.za)

Bid closes at (postal address): Department Transport Safety & Liaison, Private Bag X1368, Kimberley, 8300 .  
Street Address: c/o Lennox and Sidney Streets, Kimberley Floor 3 - Supply Chain Management.  
Contact Persons: Adelaide Montwedi / Masego Ncube  
Telephone: 053 839 1700 Ext. 731/808  
Email: [amontwedi@ncpg.gov.za](mailto:amontwedi@ncpg.gov.za) / [mrattle@ncpg.gov.za](mailto:mrattle@ncpg.gov.za)

**PLEASE NOTE:**

It is compulsory for bidders to make a presentation to the Functionality committee on the date that will be communicated all costs will be carried by the bidders

The Bid will be evaluated on two stage evaluation criteria

This bid will be evaluated in terms of the 80/20-point system prescribed by the Preferential Procurement Policy Framework Act, 05 of 2000 and revised Regulations 2017 & Technical Functionality

Bidders must submit two envelopes on the closing date & time of the bid Marked Envelope 1 & Envelop 2, failure to adhere to the request will be disqualifies

Envelop 1: Technical Proposal

Envelop 2: BBBEE & Price Proposal

From 18 April 2016, The South African Revenue Services (SARS) has introduced an enhanced electronic Tax Compliance Status (TCS) system which makes it easier for bidders to obtain Tax Clearance Certificates (TCC) – Tender as well as obtain a TCS pin which can be used by authorised third parties to verify your compliance status online via SARS e filling. In view of the above, a valid, printed tax clearance certificate- Tender – (not a tax clearance certificate “Good Standing”) must be submitted at closing date and time (Bid Document 2 refers)

In order to qualify for preference points out of 20 a valid, originally certified copy of bidders’ B-BBEE status level verification certificate or sworn affidavit signed by the Exempted Micro Enterprise (EME) representative and attested by a Commissioner of Oath must be submitted with the bid document on closing date and time

Bidders are required to submit their detailed central suppliers Database (CSD) registration report (not the summary report) together with the bid document

Names of bidders that submitted bids will be published on the Departmental website of the Office of the Premier:  
[www//northern-cape.gov.za](http://www//northern-cape.gov.za) and or e-tender portal within Ten (10) days after closing of bid

# **IMPORTANT NOTICE**

## **NOTE 1**



PLEASE NOTE THAT THIS BID CLOSSES AT:

DEPARTMENT TRANSPORT SAFETY & LIAISON,  
C/O LENNOX- AND SIDNEY STREETS, CENTRAL BUSINESS DISTRICT, KIMBERLEY.

### **TAKE NOTE:**

BIDDERS THAT WHISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK DELIVERY TO

### **REGISTRY**

DEPARTMENT TRANSPORT SAFETY & LIAISON,  
OCEAN ECHO BUILDING  
c/o LENNOX &  
, SIDNEY STREETS  
KIMBERLEY  
8301

### **AND NOT TO**

THE POSTAL ADDRESS

BIDDERS MUST ALSO CONTACT THE REGISTRY,  
DEPARTMENT OF TRANSPORT SAFETY & LIAISON

 **053 839 1700**

STATING THE TRACKING NUMBER OF THE  
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE  
DELIVERED.

**BID DOCUMENTS DEPOSITED ANYWHERE ELSE WILL BE  
REGARDED AND TREATED  
AS LATE BIDS.**

## **IMPORTANT NOTICE**

### **NOTE 2**



**PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS NCP 4: DECLARATION OF INTEREST  
&  
NCP 8: BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- SHOULD THE BIDDER BE INVOLVED IN A  
CONSORTIUM or JOINT VENTURE,  
EACH ENTITY MUST  
DECLARE ITS INTERESTS ON A SEPARATE NCP 4 &  
PAST SUPPLY CHAIN MANAGEMENT PRACTICES ON A SEPARATE NCP 8  
*OTHERWISE THE BID SHAL BE INVALID.***
  
- ✓ ATTACH AN ORIGINALLY CERTIFIED COPY OF ALL SHAREHOLDERS' IDENTITY  
DOCUMENTS – ORIGINALLY CERTIFIED DATE MAY NOT BE OLDER THAN THREE (3)  
MONTHS ON CLOSING DATE.**
  
- ❖ AN ORIGINALLY CERTIFIED COPY OF THE LEGAL AGREEMENT BETWEEN  
ENTITIES/PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE  
THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY,  
MUST  
ALSO BE ATTACHED TO BID DOCUMENTS.**

# **IMPORTANT NOTICE**

## **NOTE 3**



### **PLEASE NOTE THAT:**

1. **ALL PRICES OFFERED MUST INCLUDE VALUE ADDED TAX (VAT).**
  
2. **COPIES OF ALL DOCUMENTS e.g. IDENTITY or REGISTRATION WITH  
A PROFESSIONAL- or REGULATORY BODY  
&  
the B-BBEE STATUS LEVEL CERTIFICATE  
MUST BE ORIGINALLY CERTIFIED.  
CERTIFICATION DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON  
DATE THAT BID CLOSES.**
  
3. **BID DOCUMENTS THAT HAVE TO BE WITNESSED, MUST BE WITNESSED  
BY TWO (2) WITNESSES.**

**FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.**

## **ENVELOPE A**

### **NOTE 2**



**PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS NCP 4: DECLARATION OF INTEREST**

- SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE, EACH ENTITY MUST DECLARE ITS INTERESTS ON A SEPARATE NCP 4 *OTHERWISE THE BID SHALL BE INVALID.***
  
- ✓ ATTACH AN ORIGINALLY CERTIFIED COPY OF ALL SHAREHOLDERS' IDENTITY DOCUMENTS – ORIGINALLY CERTIFIED DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON CLOSING DATE.**
  
- ❖ AN ORIGINALLY CERTIFIED COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY, MUST **ALSO BE ATTACHED TO BID DOCUMENTS.****

## **ENVELOPE B**



**BIDDERS MUST CLEARLY MARK THEIR DETAILS ON THE ENVELOPE  
WHICH MUST CONTAIN THE FOLLOWING BIDDING FORMS:**

- **NCP 3.3 PROFESSIONAL PRICING SCHEDULE**
- **TERMS OF REFERENCE (TOR)**
- **ALL REQUIRED DOCUMENTATIONS AS PER THE TOR**
- **BANK STATEMENTS**



**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO  
If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

-  -

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

-  -

Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**NOTE:**

- ✓ Rates must be inclusive of VAT.
- ✓ Preference will be given to flat rates for a period of one (1) year i.e. the first 12 months of the contract - thereafter the preferred bidder(s) will be allowed an annual price escalation of 5%.
- ✓ The Department reserves the right to appoint more than one (1) travel agency for the rendering of travel agency services.
- ✓ It is a condition of bid that the preferred bidder(s) shall have an established office in the Northern Cape Province at the time of submitting the bid.
- ✓ An inspection will be conducted at bidders' offices – it is therefore essential to indicate the street address of the office in the Northern Cape Province, the name of a contact person and contact details i.e. telephone, e-mail and facsimile.

Name of Bidder: .....

Bid Number:

Closing Date & Time:

Offer is to remain valid for **120 days** after official closing date.

Use only **black** ink to complete this NCP 3.

This NCP 3 must be fully completed – failure to adhere shall result in a non-responsive bid.

**The following rate card must be completed by bidders.**

Other rate cards in other formats will **not be accepted** – rate cards other than the one underneath will be regarded as **non-responsive**.

AIR TRAVEL		1 <sup>st</sup> Year		Escalation by		2 <sup>nd</sup> Year		Escalation by	
		Flat Rate (Incl. VAT)		13 <sup>th</sup> month (incl. VAT)		Flat Rate (Incl. VAT)		24 <sup>th</sup> month (incl. VAT)	
				5%	R			5%	R
1.1	Domestic Air Tickets (Return) (service fee)								
1.2	International Air Tickets (Return) (service fee)								
1.3	Route Change (service fee)								
1.4	Amendment of Air Ticket (service fee)								
1.5	Cancellation of Air Ticket (service fee)								
1.6	After Hour Service (service fee)								
2.1	Domestic Hotels / Guest Houses (service fee)								
2.2	International Hotels / Guest Houses (service fee)								

2.3	Penalty no-show (service fee)						
2.4	Penalty: relocating to alternative accommodation due to dissatisfaction with accommodation initially reserved (service fee).						
2.5	Cancellation Fee						
		1 <sup>st</sup> Year Flat Rate (Incl. VAT)	Escalation by 13 <sup>th</sup> month (incl. VAT)		2 <sup>nd</sup> Year Flat Rate (Incl. VAT)	Escalation by 25 <sup>th</sup> month (incl. VAT)	
			5%	R		5%	R
3.1	Domestic Car Hire (self-driven) (service fee)						
3.2	Cancellation Fee						
3.3	Upgrading after receipt of reserved vehicle (service fee)						
3.4	International Car Hire (self-driven) (service fee)						
3.5	Cancellation Fee						
3.6	Upgrading after receipt of reserved vehicle (service fee)						
3.7	Chauffer Driven Service (service fee)						
4.1							
4.2							
4.3							
4.4							
4.5							
4.6							
4.7							

4.8							
4.9							
4.10							

7 Physical address of Office in the Northern Cape Province:

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

8 Name of contact Person & Contact Details:

.....

Telephone Number: .....

e-mail address: .....

Facsimile Number: .....

9 **CONFIRMATION OF PRICES**

I, the undersigned (full names & surname in print):

.....

Certify that the prices offered are firm and that I have read all directives on this price schedule, NCP 3.

.....  
**Signature of Bidder**

.....  
**Date**

.....  
**Print bidder's name and surname**

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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.

**SBD4**

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

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

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

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

- **GENERAL CONDITIONS**

- The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- Points for this bid shall be awarded for:
  - a. Price; and
  - b. B-BBEE Status Level of Contributor.

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

• **DEFINITIONS**

- a. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b. **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g. **“prices”** includes all applicable taxes less all unconditional discounts;
- h. **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- a. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- a. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

• **POINTS AWARDED FOR PRICE**

• **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20** or

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- **BID DECLARATION**
- Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**
- B-BBEE Status Level of Contributor:        .        =        .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

- **SUB-CONTRACTING**

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- If yes, indicate:
  - What percentage of the contract will be subcontracted.....%
  - The name of the sub-contractor.....
  - The B-BBEE status level of the sub-contractor.....
  - Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

- DECLARATION WITH REGARD TO COMPANY/FIRM**

- Name \_\_\_\_\_ of  
company/firm:.....

- VAT \_\_\_\_\_ registration  
number:.....

- Company \_\_\_\_\_ registration  
number:.....

- TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [Tick applicable box]

- DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

- COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [Tick applicable box]

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

- I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - The information furnished is true and correct;
  - The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - disqualify the person from the bidding process;
    - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - 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;
    - recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - forward the matter for criminal prosecution.

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

SIGNATURE

.....

SURNAME AND INITIALS

DATE: .....

2. ....

SIGNATURE

.....

SURNAME AND INITIALS

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

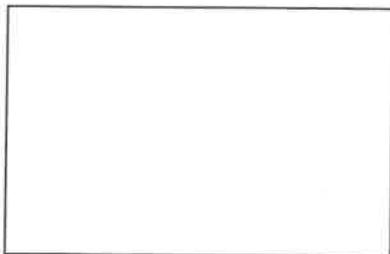
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES	
1.	..... SIGNATURE
	..... SURNAME AND INITIALS
	DATE: .....
2.	..... SIGNATURE
	..... NAME AND INITIALS
	DATE: .....

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## 1. INTRODUCTION

The Northern Cape Department of Transport Safety & Liaison was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, NO.1 of 1999). Department of Transport Safety & Liaison seeks to appoint service providers for the provision of travel, accommodation and related services which are reliable, cost effective and will maintain a high travel and traveller satisfaction in line with the service level agreement

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Transport Safety & Liaison for the provision of travel management services to Department of Transport Safety & Liaison

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

## 3. DEFINITIONS

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

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

**Air travel** means travel by airline on authorised official business.

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

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

**Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VAT** means Value Added Tax.

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

#### **4. LEGISLATIVE FRAMEWORK OF THE BID**

##### **4.1. Tax Legislation**

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to [Institution name] 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).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

#### 4.2. **Procurement Legislation**

Department of Transport Safety & Liaison 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.

## 5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	19 August 2022
Closing Questions relating to bid from bidder(s)	08 September 2022
Bid closing date	20 September 2022
Bid Functionality	21 October 2022
Bid Evaluation Committee	28 October 2022
Bid Adjudication Committee	28 October 2022
Inception of contract	01 December 2022
Notice to bidder(s)	Department of Transport Safety & Liaison will endeavour to inform bidders of the progress until conclusion of the tender.

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

Any time or date in this bid is subject to change at Department of Transport Safety & Liaisons discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Transport Safety & Liaison to take any action, or create any right in any

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way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Department of Transport Safety & Liaison extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 6. CONTACT AND COMMUNICATION

- 6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, [Adelaide Montwedi/ Masego Ncube](#) via email [amontwedi@ncpg.gov.za](mailto:amontwedi@ncpg.gov.za) / [mrattle@ncpg.gov.za](mailto:mrattle@ncpg.gov.za) and/or 053 8391731/053 8391728. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 6.2. The delegated office of **Department of Transport Safety & Liaison** may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.3. Any communication to an official or a person acting in an advisory capacity for Department of Transport Safety & Liaison in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 6.4. All communication between the Bidder(s) and Department of Transport Safety & Liaison must be done in writing.
- 6.5. Whilst all due care has been taken in connection with the preparation of this bid, Department of Transport Safety & Liaison 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 Transport safety & Liaison, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 6.6. 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 Transport Safety & Liaison (other than minor clerical matters), the Bidder(s) must promptly notify The department of transport Safety & Liaison writing of such discrepancy, ambiguity, error or inconsistency in order to afford The Department of Transport Safety & Liaisons an opportunity to consider what corrective action is necessary (if any).

- 6.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by The Department of Transport Safety & Liaison will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.8. 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.

#### **7. LATE BIDS**

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

#### **8. COUNTER CONDITIONS**

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

#### **9. FRONTING**

- 9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the

Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Department of Transport Safety & Liaison may have against the Bidder / contractor concerned.

#### **10. SUPPLIER DUE DILIGENCE**

The Department of Transport Safety & Liaison reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

#### **11. SUBMISSION OF PROPOSALS**

- 11.1. Bid documents may either be posted or hand delivered to: Department of Transport Safety & Liaison, Cnr Phakamile Mabija & Sidney Street, Ocean Echo Building, Third floor, Room 403, Kimberley 8300 Bidders who wish to make use of speed services must mark "delivery to office " or not private Bag or box. Bidders must also contact the SCM office, stating the tracking number of the bid document. It is the bidders responsibility to ensure the courier service delivers their document on time. Bidders may place their bids in the tender box located at the front of the aforesaid address on or before the closing date and time.
- 11.2. Bid documents will only be considered if received by Department of Transport Safety & Liaison before the closing date and time, regardless of the method used to send or deliver such documents to Department of Transport Safety & Liaison.

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

## 12. PRESENTATION / DEMONSTRATION

Department of Transport Safety & Liaison reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process. Bidders will be responsible for their own cost to attend the presentation

## 13. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 24 Months (twenty Four months). The contract will be reviewed annually for option to extend for a period of two years on the anniversary of the contract, these reviews will enable the department to either extend or terminate the contract based on the deliverables of

The successful bidder will be appointed for a period of 24 Months (twenty Four months). The contract will be reviewed annually for option to extend for a period of two years on the anniversary of the contract, these reviews will enable the department to either extend or terminate the contract based on the deliverables of the contract as it will be stipulated on the Service Level Agreement (SLA)

## 14. SCOPE OF WORK

### 14.1. Background

Department of Transport Safety & Liaisons s primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide Department of Transport Safety & Liaison with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for Department of Transport Safety & Liaison without any degradation in the services;
- c) Appropriately contain Department of Transport Safety & Liaisons' risk and traveller risk.

## 14.2. Travel Volumes

The Department of Transport Safety & Liasons current total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2018 till 2021 as follows:

<b>Service Category</b>	<b>Estimated Expenditure per annum 2018/2019</b>	<b>Estimated Expenditure per annum 2019/2020</b>	<b>Estimated Expenditure per annum 2020/2021</b>
Air travel - Domestic	436 792.62	713 785.39	103 785.73
Air Travel - International	321 312.56	0.00	0
Car Rental - Domestic	648 091.79	412 705.56	703 938.28
Accommodation - Domestic	4 857 710.49	4 309 596.05	3 017 478,03
Accommodation - International	245 916.46	0.00	0
Food & Beverages	1 287 909.24	1 159 627.78	529 146,90
Bus/Coach bookings	3 815.85	3 495.00	0
Parking (incidental)	3 882.50	3 715.80	0
Travel Agency fees	919 921.00	750 386.64	449 215.28

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

## 14.3. Service Requirements

### 14.3.1. 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 Transport Safety & Liaison, locally and internationally this will include employees and contractors, consultants and clients where the agreement is that Department of Transport Safety & Liaisons responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current Transport Safety & Liaisons travel business processes..
- d. 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.
- e. Provide a facility for Department of Transport Safety & Liaisons update their travellers' profiles.
- f. Manage the third party service providers by addressing service failures and complaints against these service providers.
- g. Consolidate all invoices from travel suppliers.
- 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. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Department of Transport Safety & Liaison
- j. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

**14.3.2. Reservations**

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. 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.
- e. book parking facilities at the airports where required for the duration of the travel.
- f. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- g. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- h. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- i. advise the Traveller of all visa and inoculation requirements well in advance.
- j. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required..
- k. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- l. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Department of Transport Safety & Liaison.

- m. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Transport Safety & Liaisons instructions
- n TMC must ensure that travellers signs in and out of the guest houses/hotels and same document is attached to the invoice for the purpose of confirmation of the request taken place and payment when submitted to the Department of Transport Safety & Liaison.

#### 14.3.3. Air Travel

- a. The TMC will book the most cost effective airfares possible for domestic travel.
- b. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- c. 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.
- d. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management as and when required.
- e. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- f. Assist with lounge access if and when required.

#### 14.3.4. Accommodation

- a. The TMC must provide the best 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
- b. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in
- c. Accommodation vouchers must be issued to all Department of Transport Safety & Liaison travellers for accommodation bookings and must be invoiced to Department

of Transport Safety & Liaison as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

All departmental requests for accommodation or travel should be responded to within the same day of request. Turn-around time should not be longer than 8 hours. In the event of emergency, a request should be responded to within 2 working hours. Details of travel / Vouchers should be sent to the travellers by sms. All Travel Agencies are required to have after-hours

d.

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

#### **14.3.5 Standard of Facilities**

The common practice by establishments to reserve accommodation at certain standards however when guests checks in, they are moved to guesthouses with a lower standard. This will not be acceptable thus kindly inform your partners that they should be specific which facility is being booked and charge accordingly. If departmental staff is moved to other guest houses other than those confirmed, it will result in non-payment or reduced payment.

#### **14.3.6 Turn around Time Service Rendered**

Turn-around time should not be longer than 8 hours. In the event of emergency, a request should be responded to within 2 working hours. Details of travel / Vouchers should be sent to the travellers by sms. All Travel Agencies are required to have after-hours service.

#### **14.3.7. Meals Vouchers**

In the event that bookings are made at guesthouses, meal vouchers / payment of meals is limited to the following rates and standard:

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Breakfast	R0.00 full English breakfast
Lunch	R150.00, i.e lunch pack comprising sandwich, fruit snack, cold drink or juice
Dinner	R 200.00 i.e starch, 1 Veggies, one salad, 2 meats 2 cans of cold drink or water

The following rates exclude the alcoholic beverages and tips. These should not be charged to the department's account but should be for the official's account. The facilities should ensure that any additional costs are settled by the official prior to check-out as the department would not be liable for the additional costs. Cash should only be provided to officials only if meal vouchers are not available.

#### **14.3.8. Invoices and statements**

- a. Facilities should ensure that officials sign-off invoice prior to check out/sign out on the register for bookings. All invoices issued to Department of Transport, Safety and Liaison by the travel Agencies should indicate the order number and the voucher number. Facilities should be encouraged to submit their respective invoices timeously. Delays in submitting invoices for payment significantly affect departmental budgetary process.
- b. Monthly account statement must be sent to Department of Transport, Safety and Liaison within the 1<sup>st</sup> week of month closure in order to do a reconciliation of the account.
- c. At year-end, all invoices for service rendered should be submitted by the second week of March. This will ensure that there are no longer outstanding invoices or orders.
- d. Any changes to the above measures will be communicated accordingly.

#### **14.3.9 Car Rental and Shuttle Services**

- a. The Department will make use of rental cars only outside the Province.

- b. Within the Province the Department will make use of Government Garage Fleet Services
- c. The TMC must make use of hotel / guest house shuttle services for travellers
- d. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- e. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- f. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.

**14.3.10 After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

**14.3.11 Communication**

- a. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Department of Transport Safety & Liaison.
- b. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.

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

#### **14.3.12 Financial Management**

- a. 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 Transport Safety & Liaison for payment within the agreed time period.
- b. 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 Transport Safety & Liaison for the services rendered.
- c. 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.
- d. Consolidate Travel Supplier bill-back invoices.
- e. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Transport Safety & Liaison's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- f. Ensure Travel Supplier accounts are settled timeously.
  - a. on the agreed date. It will include but will not be limited to the following:
    - 1. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

2. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Refund Log;
- j) Open voucher report, and
- k) Open Age Invoice Analysis.

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.

**14.3.13. Account Management**

- a. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- b. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- c. Ensure that the Department of Transport Safety & Liaison's Travel Policy is enforced.

- d. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- e. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- f. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

#### **14.3.13 Value Added Services**

The TMC must provide the following value added services:

##### **14.3.14 Destination information for regional and international destinations:**

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

##### **14.3.15 Electronic voucher retrieval via web and smart phones;**

##### **14.3.16 SMS notifications for travel confirmations;**

#### **14.4 Cost Management**

- 14.4.9 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.

#### **14.5 Quarterly and Annual Travel Reviews**

- 14.5.9 Reviews are required to be presented by the Travel Management Company on all Department of Transport Safety & liaison's travel activity if and when needed. These reviews are comprehensive and presented to Department of Transport Safety & Liaisons Procurement and Finance teams as part of the performance management reviews based on the service levels.

#### **14.6 Office Management**

- 14.6.9 The TMC to ensure high quality service to be delivered at all times to the Department of Transport Safety & Liaison travellers. The TMC is required to provide Department of Transport Safety & Liaisons with highly skilled and qualified human resources of the following roles but not limited to:

### **15 PRICING MODEL**

The Department of Transport Safety & Liaison requires bidders to state their fixed price on schedule on NCP 3.1 form. The price must include VAT, An escalation must be added on the anniversary of the contract and it should be calculated at Consumer Price Index (CPI) inflation increase annually

### **16 EVALUATION AND SELECTION CRITERIA**

In Line with the PPPFA Regulations of 2017, the Department of Transport Safety & Liaison is hereby applying pre-qualification criteria to advance designated groups within the province. This bid is limited to bidders who are EME's or QSE's with BBBEE status level of either 1,2,3,4, or 5.

Department of Transport Safety & Liaison has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 60 points.

### 16.3 Gate 0: Pre-qualification Criteria

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

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

Document that must be submitted	Non-submission may result in disqualification?	
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Tax Status Tax Clearance Certificate – SBD 2</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4)</li> <li>ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5)</li> <li>iii. Vendor number</li> <li>iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</li> </ul>
<b>Declaration of Interest – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Preference Point Claim Form – SBD 6.1</b>	<b>YES</b>	Non-submission will lead to a zero (0) score on BBBEE
<b>Bidder Compliance form for Functional Evaluation</b>	<b>YES</b>	Complete and sign
<b>Registration on Central Supplier Database (CSD)</b>	<b>YES</b>	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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
<b>ASATA</b>	<b>YES</b>	Bidders are required to submit their proof of members. A Security clearance will be performed by a Law Enforcement agency to very share holders/owners of the company

<b>Three (3) years Audited Financial Statements 2019-2021</b>	<b>YES</b>	The Travel Management company must submit annual financial statements in line with the Companies ACT and Close Corporation ACT.
<b>Bank Confirmation of credit Facility</b>	<b>YES</b>	The Travel Management Company must submit a valid bank confirmation of available credit facility
<b>Proof of Address</b>	<b>YES</b>	The Travel Management Company must submit municipal account or lease address. Functionality points are allocated for bidders with functional offices within the Northern Cape Province
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per <b>Annexure A3 in a separate envelope</b>

#### 16.4 Gate 1: Technical Evaluation Criteria = 100 points

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

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

- i. Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 60 points of 80 points.
- ii. Presentation and system demonstration – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 10 points out of 20 points.
- iii. The overall combined score must be equal or above 60 points in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, Department of Transport Safety & Liaison will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at the Department of Transport Safety & Liaison sole discretion.

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

Functionality	Maximum Points Achievable	Minimum Threshold
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Technical Evaluation Details found in Annexure A2 – Technical Scorecard	70	60
On-site Reference Checks	30	30
<b>OVERALL COMBINED POINTS</b>	<b>100</b>	<b>100</b>

### 16.5 Gate 2: Price and BBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 60-point threshold in Gate 1 will be evaluated in Gate 2 for price and BBEE. Price and BBEE will be evaluated as follows:

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

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

#### 16.5.9.1 Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation	80
$P_s = 0 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

- Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

#### **16.5.9.2 Stage 2 – BBBEE Evaluation (20 Points)**

##### **a. BBBEE Points allocation**

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

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

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

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

##### **b. Joint Ventures, Consortiums and Trusts**

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

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. JV Both must submit their NCP 4 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Department Transport Safety & Liaison will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

**c. Sub-contracting**

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

The following is an extract from the PPPFA Act:

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

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

**16.5.9.3 Stage 3 (80 + 20 = 100 points)**

The Price and BBBEE points will be consolidated

**17 GENERAL CONDITIONS OF CONTRACT**

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Transport Safety & Liaison is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Department Transport Safety & Liaison together with its bid, duly signed by an authorised representative of the bidder.

**18 CONTRACT PRICE ADJUSTMENT**

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

STATS SA P0141 (CPI), Table E	Table E - All Items
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**19 SERVICE LEVEL AGREEMENT**

19.3 Upon award Department of Transport Safety & Liaison and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Transport Safety & Liaison,

more or less in the format of the draft Service Level Indicators included in this tender pack.

- 19.4 Department of Transport Safety & Liaison reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 19.5 Bidder(s) are requested to:
- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - b. Explain each comment and/or amendment; and
  - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 19.6 Department of Transport Safety & Liaison reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of Transport Safety & Liaison or pose a risk to the organisation.

## **20 SPECIAL CONDITIONS OF THIS BID**

Department of Transport Safety & Liaison reserves the right:

- 20.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 20.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 20.3 To accept part of a tender rather than the whole tender.
- 20.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

- 20.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 20.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 20.7 Award to multiple bidders based either on size or geographic considerations.

**21 DEPARTMENT OF TRANSPORT SAFETY & LIASION REQUIRES BIDDER(S) TO DECLARE**

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

- 21.1 Confirm that the bidder(s) is to: –
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Transport Safety & Liaison;
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat Department of Transport Safety & Liaison fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Transport Safety & Liaison;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Transport Safety & Liaison as a client before any other consideration; and

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

## **22 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 22.1 Department of Transport safety & Liaison reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Transport & Liaison officers, directors, employees, advisors or other representatives;
  - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### **23 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 23.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Transport Safety & Liaison relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 23.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Transport Safety & Liaison against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Transport Safety & Liaison and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

### **24 PREPARATION COSTS**

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

**25 INDEMNITY**

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

**26 PRECEDENCE**

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

**27 LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of Transport Safety & Liaisons shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

**28 TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. Department of Transport Safety & Liaison reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department

of Transport Safety & Liaison, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Transport Safety & Liaison further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **29 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

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

## **30 GOVERNING LAW**

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

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

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

**32 CONFIDENTIALITY**

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

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

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

**33. DEPARTMENT OF TRANSPORT SAFETY & LIASION PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Transport Safety & Liaisons proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

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**Annexure A2**  
**TECHNICAL SCORECARD**  
**AND COMPLIANCE CHECKLIST**

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**EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:**

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

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

supporting documentation.

NO	TECHNICAL CRITERIA	WEIGHT	MINIMUM POINTS	CRITERIA INDICATORS
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1	Past Experience and trade reference	20	<p>Excellent 10</p> <p>Good 7</p> <p>Average 3</p> <p>Poor 0</p>	<p>Provide an overview of our organisations experience in the industry and the relevant z affiliations</p> <p>ASATA (Association of South African Travel Agents) Membership, provide prove of such membership</p> <p>Provide the reference letters from at least three (3) contactable existing / recent clients (within past three years) which are of a similar size to Department of Transport Safety &amp;</p> <p>Liaison, whom we may contact for reference. The letter must include: company name: Contact name: address: phone number and duration of contract, value of the travel expenditure, a brief description of the service that you provided and the level of satisfaction</p>
2	Team Capacity	10	<p>Excellent 5</p> <p>Good 3</p> <p>Average 2</p> <p>Poor 0</p>	<p>Bidders to demonstrate the skills and qualifications of the team and how the team will handle this assignment</p>

3	Financial Viability	10	<p>Excellent 5</p> <p>Good 3</p> <p>Average 2</p> <p>Poor 0</p>	<p>Bidders to provide 3 years (2019-2021) financial statements in line with companies</p> <p>Act as well as Close Corporation Act</p> <p>Bank confirmation of Credit Facilities or available cash resources. The bidder must have a cash resources of the transactional value of the departments spending on accommodation and travel</p>
4	Service Standards	30	<p>Excellent 15</p> <p>Good 10</p> <p>Average 5</p> <p>Poor 0</p>	<p>Bidders to describe how all travel reservations/ bookings are handles e.g. Hotel (accommodation) car rental, flights etc.</p> <p><b>Reservations</b></p> <p>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes: air, hotel, passport requirements, confirmation numbers, and additional proof of competency. Describe in detail the process of booking the most cost effective and practical routing for the traveller.</p> <p>Describe what quality control procedures/process you have in place to ensure that your clients receive quality service</p>

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				<p>Describe how queries, requests, changes and cancellations will be handled:</p> <p>What is your mitigation and issue resolution process: Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedures must be submitted.</p> <p>Describe how will you ensure that travel bookers are informed of the travel booking processes.</p> <p>Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one-month continuous workflow.</p> <p><b>Payments:</b></p> <p>Describe how pre-payments will be handled where it is required for smaller Bed &amp; Breakfast / Guest House facilities.</p> <p><b>Refunds:</b></p> <p>This include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special</p>
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				<p>airline service for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc</p> <p><b>All departmental requests for accommodation or travel should be responded to within the same day of request. Turn-around time should not be longer than 8 hours. In the event of emergency, a request should be responded to within 2 working hours. Details of travel / Vouchers should be sent to the travellers by sms. All Travel Agencies are required to have after-hours</b></p> <p><b>After hours/ emergency service:</b></p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>Please provide details/ Standard operating procedure of your after-hour support.</p> <p>Describe how you will assist the DTSL to realise cost saving on travel spend.</p>
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				<p>Provide a description of all technology and reporting products proposed for DTSL</p> <p>Describe how invoicing will handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices DTSL</p> <p>How will you manage the service levels in the SLA and how will you go about doing customer satisfaction survey?</p> <p>Provide a sample of a review ( as and when needed) used for performance management during the life cycle of the contract.with it.</p> <p><b>Value added service:</b></p> <p>Please provide information on any value-added service your company can offer.</p> <p>Describe type of training provided to travel agency personnel</p>
5	<b>Functional office in the Northern Cape</b>	30  0	<p>functional office in Northern Cape Province</p> <p>No functional Office in Northern Cape Province</p>	<p>Bidders to provide proof that they have a functional office in the Northern Cape and the role that will be played by this office. Or lease agreement is required.</p> <p>Site visits will be conducted to verify physical address. The owner/majority shareholders of the company must be domicile in the Northern Cape Province</p>

REQUEST FOR PROPOSAL NO. NCDTSL01/2022  
Appointment of Travel Management Companies  
To Provide Travel Management Services to Department of Transport Safety & Liaison

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**BIDDER DECLARATION (Section 22)**

The bidder hereby declare the following:

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

- i. Act honestly, fairly, and with due skill, care and diligence, in the interests of DTSL ;
- j. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- k. Act with circumspection and treat DTSL fairly in a situation of conflicting interests;
- l. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- m. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DTSL;
- n. Avoid fraudulent and misleading advertising, canvassing and marketing;
- o. Conduct business activities with transparency and consistently uphold the interests and needs of DTSL as a client before any other consideration; and
- p. Ensure that any information acquired by the bidder(s) from DTSL will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_ (Bidding Company's Name)

## NORTHERN CAPE PROVINCIAL GOVERNMENT

### SAFETY AND LIAISON

#### GENERAL CONDITIONS OF CONTRACT

#### NOTES

The purpose of this document is to:

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

In this document words in the singular also mean the plural and *vice versa*. Words in the masculine also mean 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 specific bid will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the SCC shall prevail.

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## GENERAL CONDITIONS OF CONTRACT

### 1 Definitions

The following terms shall be interpreted as indicated:

**"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 11:00 as per Post Office official time.

**"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.

**"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

**"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the acquisition process or in contract execution.

**"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

**"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.

**"Day"** means a calendar day.

**"Delivery"** means delivery in compliance of the conditions of the contract or order.

**"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

**"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.

**"Dumping"** occurs when a private enterprise abroad markets its goods on its 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.

**"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 limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**"Fraudulent practice"** means a misrepresentation of facts in order to influence an acquisition 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.

**"GCC"** mean the General Conditions of Contract.

**"Goods"** mean all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

**"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 subcontracts) 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 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.

**"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

**"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

**"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

**"Project site"** where applicable, means the place indicated in bidding documents.

**"Purchaser"** means the organization purchasing the goods.

**"Republic"** means the Republic of South Africa.

**"SCC"** mean the Special Conditions of Contract.

**"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.

**"Written or in writing"** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

## **2 Application**

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.

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

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

## **3 General**

Unless otherwise indicated in bid 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.

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.

## **4 Standards**

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

## **5 Use of Contract documents and information**

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.

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.

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.

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

## **6 Patent rights**

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**

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.

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.

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 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

a cashier's or certified cheque.

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. The above excludes construction contracts/road repairs, civil mechanical and electrical works.

## **8 Inspections, tests and analyses**

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

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.

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 arrangement with testing authority concerned.

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.

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

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

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 supplier who shall, when called upon, remove them immediately at her/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.

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**

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.

The packing, marking and documentation within and outside the packages shall comply strictly with 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**

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.

## **11 Insurance**

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 SCC.

## **12 Transportation**

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

## **13 Incidental services**

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

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

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**

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

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

advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to acquire needed requirements; and  
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## **15 Warranty / Guarantee**

The supplier warrants or guarantees (which applicable to be indicated) 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.

This warranty of guarantee (which applicable to be indicated) 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.

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

Upon receipts 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.

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**

The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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.

Payment will be made in rand values unless otherwise stipulated in SCC.

## **17 Prices**

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**

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**

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**

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

**21 Delays in the supplier's performance**

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.

If 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 of performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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.

The right is reserved to acquire 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 to the place where the supplies are required, or the supplier's services are not readily available.

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

Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22 Penalties**

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 of performance. The purchaser may also consider termination of the contract pursuant to GCC clause 23.

**23 Termination for default**

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

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.  
if the supplier fails to perform any other obligation(s) under the contract; or  
if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the purchaser terminates the contract in whole or in part, the purchaser may acquire, 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.

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

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provincial payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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**

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 (3) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they 27.5.1 otherwise agree; and
- 27.5.2 the purchaser shall pay the supplier any monies due to the supplier.

**28 Limitation of liability**

28.1 Except in cases of criminal negligence or will full misconduct and in the case of infringement pursuant to clause 6;

28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damaged to the purchaser; and

28.2.1 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**

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**

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

**31 Notices**

Every written acceptance of a bid shall be posted to the supplier concerned by registered mail and any other notice to her/him shall be posted by ordinary mail to the address furnished in the bid or to the address notified later by her/him in writing and such posting shall be deemed to be proper service of such notice.

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**

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the purchaser's country.

A local supplier shall be entirely responsible for all taxes, duties, license fees and other such levies incurred until delivery of the contracted goods to the purchaser.

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 certificated, submitted by the bidder. This certificate must be an original issued by the South Africa Revenue Service.