NORTH WEST PROVINCIAL LEGISLATURE

APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NWPL FOR THE PERIOD OF THREE YEARS.

TENDER NUMBER : NWPL01/26/27

CLOSING DATE : 18 AUGUST 2026

CLOSING TIME : 11H00 am

DATA SHEET FOR TENDERERS

CONTRACT DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICE TO THE NWPL FOR THE PERIOD OF THREE YEARS.
TENDER CLOSING DATE:	**18 AUGUST 2026**
OWNER	NORTH WEST PROVINCIAL LEGISLATURE
ADDRESS	NORTH WEST PROVINCIAL LEGISLATURE BUILDING, DR JAMES MOROKA DRIVE, MMABATHO 2735
TENDER DOCUMENT LOCATION	www.etenders.gov.za www.nwpl.gov.za
OPEN FOR ACCEPTANCE:	90 DAYS FROM TENDER CLOSING
COMPULSORY BRIEFING MEETING:	COMPULSORY BRIEFING SESSION WILL BE HELD AT **11H00AM** ON THE **06 AUGUST 2026** AT THE NORTH WEST PROVINCIAL LEGISLATURE BUILDING, COMMITTEE ROOM 1, DR JAMES MOROKA DRIVE, MMABATHO 2735. ***FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY DISQUALIFY POTENTIAL BIDDERS***

I.T.

INVITATION TO BID

BID NO NWPL01/26/27 : APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NWPL FOR THE PERIOD OF THREE YEARS.

1. BIDDING PROCEDURE

1.1. You are hereby invited to bid for the abovementioned bid. Kindly receive the attached documents for full completion and to be returned with the bid documents as follows:

- SBD 1. Invitation to Bid
- SBD 3.1 Pricing Schedule
- SBD 4. Bidders Disclosure
- SBD 6.1 Claim Form in terms of the Preferential Procurement Regulations of 2022
- SBD 7.2. Contract Form – Rendering of Service
- SBD 8 - Declaration of Bidder's past supply chain management practices
- SBD 9 (Certificates of Independent Bid Determination
- The conditions contained in the General Condition of Contract GCC, as well as any special conditions relating to this bid is applicable.

1.2. **SUBMISSION OF BIDS**

1.2.1. One (1) original of the **bid document plus one (1) memory stick (USB)** that contains the duplicate of the original submission to be handed in / delivered to:

North West Provincial Legislature Building
Dr James Moroka Drive
Mmabatho
2735

1.2.2. The Tender box is situated on the ground floor of the Legislature Building
1.2.3. The original version of the bid must be submitted with **one (1) memory stick**.
1.2.4. The original bid document must be fully completed and/or signed in ink and thereafter duplicate the original in the memory stick with all its attachments. In addition, Bidders must submit a memory stick sealed in a closed envelope for submission.

1.3. An original bid document may not be converted into word format or retyped, however, may be completed/filled in ink.

1.4. Bids should be submitted in PDF format all bound in a sealed envelope endorsed:

1.4.1. **Bid number : NWPL01/25/26**

1.4.2. **Closing date and time : Tuesday, 18 August 2026 at 11:00am**

1.4.3. **The name and address of the bidder.**

1.5. No telegraphic or facsimile bids will be considered.

1.6. The NWPL reserves the right to accept the bid in whole or in part and does not bind itself to accept the lowest or any bid.

1.7. For more information on the technical specifications please contact

Technical	: Ms Tebogo Rakate	@ 018 392 7604/7000
Bid Info	: Mr Kagiso Metsileng	@ 018 392 7000

1.8. There will be a **compulsory briefing session for** the tender on the **6th of August 2026** at **11h00am,** NWPL Building,Ground Floor, Committee Room No 1. ***Bidders who will be attending the compulsory briefing session are advised to bring along their identity documents to be allowed into the building.***

1.9. Enquiries received after 14:00 on the **11th of August 2026** will not be attended to.

1.10. Late bids will not be considered

1.11. Validity Period is ninety (90) days.

1.12. All bids must be quoted in SA Rand value

1.13. Cancellations made in the bid documents should be endorsed by signature of the relevant signatory.

2. EVALUATION CRITERIA

2.1. Evaluation Phase One – Administrative Compliance
2.2. Evaluation Phase Two – Mandatory Requirements
2.3. Evaluation Phase Three – Functionality
2.4. Evaluation Phase Four – Site Inspection
2.5. Evaluation Phase Five – 90/10 Preference Points

3. EVALUATION PHASE ONE – ADMINISTRATIVE COMPLIANCE REQUIRMENTS

If the Bidder failed to comply with any of the administrative compliance requirements, or if the NWPL is unable to verify whether the administrative compliance requirements are met, then the NWPL reserve the right to:

- *Reject the bid and not evaluate it (based on correctness and completeness), or*
- *Accept the bid for evaluation, on condition that the bidder must submit within (7) working days after notice, any supplement information to achieve full compliance, provided that the supplement information is administrative and not substantive in nature.*
- *All bids will be measured against administrative compliance.*

DOCUMENT	*COMMENTS*	*COMPULOSRY REQUIREMENTS*
Proof of registration on the Central Supplier Database (CSD) of National Treasury	*Bidders must be registered on the CSD.*	*Yes*
Original Tender Document Issued	*Completed and Initialized each page*	*Yes*
SBD 1 (Invitation to Bid)	*Completed and signed*	*Yes*
SBD 3.1 for services (Pricing Schedule)	*Completed and signed*	*Yes*
SBD 4 (Declaration of interest)	*Completed and signed*	*Yes*
SBD 6.1 (Preferential Procurement Point)	*Completed and signed*	*Yes*
SBD 7.2 (Contract of Rendering of Service)	*Completed and signed*	*Yes*
SBD 8 (Declaration of Bidder's past supply chain management practices)	*Completed and signed*	*Yes*
SBD 9 (Certificates of Independent Bid Determination)	*Completed and signed*	*Yes*
Valid Certified Copies of ID(s) Directors or Main Shareholders	*Submit*	*Yes*
Valid Tax Compliance Status with PIN	*Submit*	*Yes*
Valid Company Registration Certificate (CIPC)	*Submit*	*Yes*
Valid Proof of Travel Insurance	*Submit*	*Yes*
If it is Consortium or Joint Venture must submit consortium / Joint Venture Agreement that is signed by all parties as acceptable proof of the existence. The Consortium / Joint venture must clearly set out the roles and responsibilities of the Lead Partner and the	*Submit*	*Yes*

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Consortium / Joint Venture. The agreement must clearly identify the lead partner. (Each bidder must submit administrative documents; the consortium must have proof of travel insurance)		

4. EVALUATION PHASES TWO : MANDATORY REQUIREMENTS

*The following required documents must be submitted by the bidders. Please note that bidders will not be evaluated **further** if they do not provide evidence confirming compliance with any of the specified required documents.*

4.1.1.1. *Valid Proof of (ASATA) Associations of South African Travel Agents **(Where a bidding company is using 3rd party ASATA License/Certificate, proof of agreement must be attached and a copy of the license/Certificate to that effect at the closing date).***

4.1.1.2. *Valid Proof of (IATA) Accreditation with the International Air Transport Association. **(Where a bidding company is using 3rd party IATA License/Certificate, proof of agreement must be attached and a copy of the license/Certificate to that effect at the closing date).***

SHOULD THE ABOVE DOCUMENTS NOT BE ATTACHED, YOUR BID WILL BE DECLARED INVALID

PLEASE NOTE: PROPER CERTIFICATION OF DOCUMENTS MEANS:

- *A copy of the original document must be certified with an original certification stamp. No Certified copies of copies will be accepted*
- *Certification must be signed by a registered commissioner of oaths, or at the police station, it must be dated, and the date stamp must not be older than six (6) months.*

5. EVALUATION PHASE THREE : FUNCTIONALITY

No	*FUNCTIONALITY CRITERIA-TENDER RATING MATRIX*		*A* *WEIGHT*	*B* *MAXIMUM SCORE*	*C* *TENDER SCORE*
1	***Skills and Capacity to Deliver***	*Key personnel for the project i.e,* ***Manager*** *with qualification and experience in managing travel management accounts (CV with certified copies of qualifications must be attached)* • *Proof of tertiary qualification in travel management – Submitted = 5; Not Submitted = 0* ***Foreign qualification must be accompanied by SAQA evaluation certifications*** • *Relevant Experience - {0 - 4yrs = 2; 5 - 9yrs = 5; 10yrs and above = 10}* ***Experience of personnel will not be considered, if a detailed CV is not attached and the accompanying tertiary qualifications***	*15*	*35*	
		Key personnel for the project i.e., ***Senior Travel Consultants*** *with tertiary qualification and experience in dealing with bookings under travel management contract (CV with certified copies of qualifications must be attached)* • *Proof of tertiary qualification in travel management, Hospitality, Tourism or related field – Submitted = 5; Not Submitted = 0* ***Foreign qualification must be accompanied by SAQA evaluation certifications*** • *Relevant Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5}* ***Experience of personnel will not be considered, if a detailed CV with tertiary qualifications are not attached.***	*10*		

		Key personnel for the project i.e., **Accounts Manager** with tertiary qualification in Financial management or related fields. (CV with certified copies of qualifications must be attached) • Proof of Qualification in Financial management or related fields – Submitted = 5; Not Submitted = 0 **Foreign qualification must be accompanied by SAQA evaluation certifications** • Relevant Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5} **Experience of personnel will not be considered, if a detailed CV is not attached and the accompanying tertiary qualifications**	**10**		
2	**Company work experience (Please provide Appointment Letter/Signed Order;**	Four (4) successfully completed projects in providing Travel Management Services in Public or Private Sector. • Appointment Letters **OR** Purchase Orders **and** supported by Contactable signed reference letters must be attached. **Only long-term contracts for a period of 12 months or more.**	**20**	**20**	
		Three(3) successfully completed projects in Travel in providing Travel Management Services in Public or Private Sector. • Appointment Letters **OR** Purchase Orders **and** supported by Contactable signed reference letters must be attached. **Only long-term contracts for a period of 12 months or more.**	**15**		

		Two(2) successfully completed projects in Travel in providing Travel Management Services in Public or Private Sector. • *Appointment Letters **OR** Purchase Orders **and** supported by Contactable signed reference letters must be attached.* ***Only long-term contracts for a period of 12 months or more.***	***10***		
		One(1) successfully completed projects in Travel in providing Travel Management Services in Public or Private Sector. • *Appointment Letters **OR** Purchase Orders **and** supported by Contactable signed reference letters must be attached.* ***Only long-term contracts for a period of 12 months or more.***	***5***		
3	***Bank Rating (Tenderer must provide proof***	*The bank rating certificate with stamp or downloaded bank certificate with stamp; within 3 months from date of tender. **A – rating***	***15***	***15***	
		*The bank rating certificate with stamp or downloaded bank certificate with stamp; within 3 months from date of tender. **B – rating***	***12***		
		*The bank rating certificate with stamp or downloaded bank certificate with stamp; within 3 months from date of tender. **C – rating***	***9***		

		The bank rating certificate with stamp or downloaded bank certificate with stamp; within 3 months from date of tender. ***D – rating***	**6**		
		The bank rating certificate with stamp or downloaded bank certificate with stamp; within 3 months from date of tender. ***E & F – rating***	**3**		
		Bank rating certificate with stamp not attached	**0**		
4	***Methodology (The Company' s methodology should include but***	***Methodology should include understanding of the deliverables of the bid and how the company plan to achieve the deliverables in line with the scope of the work.***			
		Good Methodology *(Must address all the NWPL requirement in response to the scope of work e.g Reservation, Negotiated rates, After hours or emergency services and etc* ***(30 Points)***	**30**	**30**	
		Acceptable Methodology *(Partially address the NWPL requirements in response to the scope of work* ***(15 Points)***	**15**		
		Non-Acceptable Methodology *(Failed to address the NWPL requirements in response to the scope of work* ***(0 Points)***	**0**		
Total Score (100%)				***100%***	

BIDDERS NEED TO REACH A MINIMUM OF (70) TO QUALIFY TO THE NEXT STAGE OF EVALUATIONS

6. EVALUATION PHASE FOUR : SITE INSPECTION

SITE INSPECTION		*WEIGHT:*	*TOTAL RATING*
1	***PREMISES*** • *Office set-up =* ***10 Points*** • *Proof of Ownership OR Valid lease agreement of title deed =* ***10 Points*** • *Back Up Power =****10 Points***	*30*	
2	***STAFF*** • *Overall Number of consultants = **10 Points(2 points per consultant)*** • *Number of finance, payroll and support staff/organogram = **10 Points** (2 points per support staff, at least two staff members must have financial background)*	*20*	
3	***ICT REQUIREMENTS*** • *Equipment (Laptops/Desktops = **4**,Phones 2 = **2**, Network Provisions Points) **4=10 Points*** • *Available Backup/Server room = **10 Points*** • *Travel Booking System = **10 Points***	*30*	
4	***RISK MANAGEMENT PLAN FOR:*** • *Filling System = **10 Points*** • *Protection of Personal Information Plan = **10 Points***	*20*	
	TOTAL	***100***	
	MINIMUM THRESHOLD	***70***	

BIDDERS NEED TO REACH A MINIMUM OF 70% TO QUALIFY TO THE NEXT STAGE OF EVALUATIONS (PRICING AND SPECIFIC GOALS)

7. EVALUATION PHASE FIVE : PRICE AND PREFERENCE POINTS

The bid will be evaluated on Price and Specific Goals, where 90 points will be allocated for price and 10 points allocated for Specific Goals. Bidders must qualify in all phases to be considered for this final phase. The bidder who is awarded the highest points on price and Specific Goals at this stage will be awarded the bid.

1	***PRICE***				***90***
2	***SPECIFIC GOALS***	***POINTS***	***EVIDENCE REQUIRED***	***POINTS***	***10***
3	***HDI Goals***			***06***	
	Black	*3*	*ID /CSD Report*		
	Women (51%) of Ownership	*2*	*ID Document*		
	Disabilities	*1*	*Medical Certificate /CSD Report*		
4	***LOCALITY***				
	Enterprise Located in North West Province	*2*	*CIPC Certificate/CSD/Lease Agreement*	***2***	
5	***RDP Goal***			***2***	
	Promotion of Youth	*2*	*ID Document*		
6	***TOTAL***				***100***

The North West Legislature is a National Key Point, and as such the awarded bidder and key personnel will undergo security screening and vetting.

ADV.L. I NETSHITUMBU

15/07/26
DATE

SECRETARY OF THE NORTH WEST PROVINCIAL LEGISLATURE

8. APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NWPL FOR THE PERIOD OF THREE YEARS.

8.1. **BACKGROUND**

8.1.1. The North West Provincial Legislature, in the course of executing its duties and fulfilling its legislative mandate makes use of travel, accommodation, conference facilities, airport transfers, shuttle services and car rentals through twenty-four hours daily.
8.1.2. The North West Provincial Legislature intends to issue a tender to experienced and competent professional travel agents to bid for travel and accomodation related services.
8.1.3. The appointed service providers must be prepared to have designated personnel working on this account to provide round the clock services to the MPL's and staff of the Legislature.
8.1.4. The North West Provincial Legislature does not guarantee any minimum order nor quantity of services to be procured from the travel agent on any given period. The Travel Agent is expected to win over the market share through its quality service and competitive prices.
8.1.5. The Legislature reserves the right to procure any of the listed services directly or by other means without utilizing any of the service providers.

8.2. **OBJECTIVE**

8.2.1. The Broad Objectives of this RFB include:
8.2.1.1. To enter into agreement with a successful bidder(s) who will achieve the following

8.2.1.1.1. Provide North West Provincial Legislature with consistent and reliable travel management services and will maintain a high level of traveler satisfaction in line with the service levels;
8.2.1.1.2. Significant cost savings for North West Provincial Legislature without any degradation in the services and
8.2.1.1.3. Appropriately contain traveler; s risk
8.2.2. To provide prospective service providers with adequate information to understand and respond to North West Provincial Legislature
8.2.3. To ensure that response from prospective bidders comply with determine standards; and
8.2.4. To provide a structured framework for the evaluation proposals

9. PURPOSE OF THE REQUEST FOR BID (RFB)

9.1. The NWPL wants to appoint a maximum of ***eight (08) highest scoring bidders*** to form part of the Panel of the Travel Management to service NWPL

9.2. The Purpose of this request is to solicit proposals from potential bidder(s) for the provision of travel management services to NWPL officials

9.3. This RFB document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder/s required by NWPL for the provision of travel management services to NWPL.

9.4. The RFB does not constitute an offer to do business with but merely serves as an invitation to bidder(s) to facilitatea requirements-based decision process.

9.5. The successful bidder/s will be required to sign a contract with NWPL to perform the travel services specified under this Terms of Reference and agreeing to clearly identified service levels. The contract will be for a three (3) year period

10. TRAVEL ESTIMATE VOLUMES

10.1.1. The NWPL total volumes for the previous twelve months including air travel,accommodation,car hire,conference,etc are indicated below:

Service Category	Estimated Number of Transaction	Expenditure
Air Travel - Domestic	2000	R 5 000 000.00
Air Travel - International	10	R 20 000 000.00
Car rental – Domestic	2500	R 572 000.00
Car rental – International	14	R 200 000.00
Accommodation - Domestic	4000	R 7 000 000.00
Accommodation – International	100	R 2 000 000.00
Bus / Coaching	0	R 0.00
Train – Regional & International	0	R 0.00
Conference / Events	150	R 200 000.00
After House Services	2000	R 200 000.00
Insurance	100	R 500 000.00
Parking's	1000	R 10 000.00
TOTAL		**R35 682 000.00**

11. TRANSACTION FEES/ ADMIN FEE

11.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service, Percentage of the value or cost of the service provided by third party Service providers.

11.1.2. The NWPL reserves the right to negotiate rates submitted by the bidders.

12. DURATION OF THE CONTRACT.

12.1. The contract will be for the period of three years. The Service Level Agreement must be concluded within 30 days after the award. All resources included in the bid documents must be available from the envisaged date of commencement of the contract.

13. SCOPE OF THE REQUIRED SERVICES

The successful bidder/s (hereon referred to as "TMC") shall be required to provide the following:

13.1. TRAVEL MANAGEMENT SERVICES:

13.1.1. Provide travel management services during normal office hours Monday to Friday 08h00 to 17h00 (South African Standard Time).

13.1.2. Provide a dedicated consultant/s to assist VIP/Executive travelers with after hours and emergency assistance.

13.1.3. Provide after hours' services from Monday to Friday outside the official hours (08h00 to 17h00) and twenty-four (24) hours, including weekends and Public Holidays.

13.1.4. Provide a call Centre facility or after hours contact number to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

13.1.5. Compile and provide a standard operating procedure for managing after hours and emergency services.

13.1.6. Manage third party service providers by addressing service failures, complaints and service delivery improvements related to service providers.

13.1.7. Consolidate and verify accuracy of all invoices from service provider

13.1.8. Submit invoices in a timely manner as per NWPL instructions

13.1.9. Assist with further negotiations with service providers in the travel, hospitality and related industries to improve value for money.

13.1.10. The successful bidder/s will be required to familiarize themselves with current travel suppliers and negotiated agreements that are in place between NWPL and third parties.

13.1.11. Receive travel requests from travelers and/or support staff, respond with value for money offers in terms of 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 support staff and traveler via the agreed communication medium.

13.1.12. Receive travel requests from travelers and/or support staff, respond with value for money offers in terms of 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 support staff and travelers via the agreed communication medium.

13.1.13. Always endeavor to make the most cost-effective travel arrangements based on the request from the travelers and/or support staff.

13.1.14. Appraise themselves of all travel requirements for relevant travel destinations and advise the traveler of the most cost effective and convenient travel options, visa requirements and the required and/or recommended medical precautions, where necessary.

13.1.15. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.

13.1.16. Book the negotiated discounted fares and rates where possible

13.1.17. 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 traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.

13.1.18. Respond efficiently and process all queries, requests, changes and cancellations timeously and accurately.

13.1.19. Facilitate group bookings (e.g. for meetings, conferences, events, etc.) in order to receive discounted rates.

13.1.20. Issue all necessary travel documents, itineraries and vouchers timeously to traveler prior to departure dates and times.

13.1.21. Advise the traveler of all visa and inoculation and/or prophylaxis requirements well in advance.

13.1.22. Assist with foreign exchange and the issuing of travel insurance for international trips where required.

13.1.23. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).

13.1.24. Note that, unless otherwise stated, all bookings include domestic, regional and international travel bookings. Note that negotiated airline fares, accommodation rates, car rental rates, etc. that are negotiated directly or established by NWPL are non-commissionable. Where commissions are earned for NWPL, bookings all these commissions should be returned to NWPL on a quarterly basis.

13.1.25. Ensure confidentiality in respect of all travel arrangements concerning all persons requested by NWPL.

13.2. **AIR TRAVEL:**

13.2.1.1. Book full-service carriers as well as low-cost carriers.

13.2.1.2. Book the most cost-effective airfares possible for domestic travel.

13.2.1.3. For international flights, the airline which provides the most cost effective & Practical routings must be used.

13.2.1.4. Obtain three or more price comparisons where applicable to present the most cost Effective and practical routing to the traveler.

13.2.1.5. The airline ticket must include the applicable airline agreement number as well as the individual loyalty program number of the traveler (if applicable).

13.2.1.6. Airline tickets must be delivered electronically (SMS and/or email format) to support staff promptly after booking before the departure times.

13.2.1.7. Track and manage unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

13.2.1.8. The TMC should during their report period must provide proof that bookings were made against the discounted rates on the published fares where applicable.

13.2.1.9. Ensure that travelers are always informed of any travel news regarding airlines (like Baggage policies, checking in arrangements, etc.)

13.2.1.10. Assist with lounge access when required.

13.3. **ACCOMMODATION:**

13.3.1.1. Obtain price quotations from accommodation establishments that provide the best available rate within the maximum allowable rate and that is most convenient and appropriate located in terms of the business requirements of the traveler. This includes planning, booking, confirming and amendment of accommodation with any establishment (hotel group, private hotel, guesthouse or Bed & Breakfast) in accordance with NWPL requirements.

13.3.1.2. Ensure that accommodation reservations include bed and breakfast as a minimum requirement and, upon request, dinner, where available.

13.3.1.3. Issue accommodation vouchers of all travelers for accommodation bookings to designated NWPL booking Officials and must be invoiced as per arrangements. A copy of the original hotel charges must support such invoices.

13.3.1.4. Cancellation of accommodation bookings must be done promptly to avoid no show and late cancellation fees.

13.4. <u>CAR RENTAL AND SHUTTLE SERVICES</u>

13.4.1.1. Book the approved category vehicle in accordance with the NWPL Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

13.4.1.2. Advise the Traveler on the best time and location for collection and return considering the Traveler's specific requirements.

13.4.1.3. Ensure that relevant information, such as e-tolls, re-fueling, keys, rental agreements, damages and accidents, etc. is shared with travelers regarding rental vehicles.

13.4.1.4. Appoint and manage shuttle services providers on behalf of the NWPL and ensure compliance with the minimum standards set out in the NWPL travel policy. The TMC must also assist in negotiating better rates with relevant shuttle services providers.

13.4.1.5. Poor performance of shuttle companies must be recorded by the TMC and the NWPL be provided with alternate service providers.

13.4.1.6. Provide proof, during the reporting period, that negotiated rates were booked, where Applicable.

13.5. **COMMUNICATION**

13.5.1.1. Maintain the highest level of professionalism and customer service in all Travel Management Services.

13.5.1.2. Investigate all enquiries and provide prompt feedback in accordance with the Service Level Agreement.

13.5.1.3. Ensure sound communication with all stakeholders. Link the business traveler, travel coordinator, TMC in one smooth continuous workflow.

13.6. **FINANCIAL MANAGEMENT**

13.6.1.1. Implement the rates negotiated by the NWPL with travel service providers or the discounted airfares, or the maximum allowable rates established by the NWPL where applicable.

13.6.1.2. The TMC will be responsible to manage the service providers' accounts. This will include the timely receipt of invoices to be presented to the NWPL for payment within the agreed time period.

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

13.6.1.4. Offer a 30-day bill-back accounts facility to the NWPL should a lodge card not be offered. "Bill back", refers to the supplier sending the bill back to the TMC, who, in turn, invoices the NWPL for the services rendered.

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

13.6.1.6. Consolidate invoices and supporting documentation to be provided to the NWPL on the agreed time period (e.g. weekly), This includes attaching the Travel Authorization or Purchase Order and other supporting documentation to the invoices reflected on the service providers' bill back report or the credit card statement.

13.6.1.7. Ensure Travel Supplier accounts are settled timeously.

13.7. TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING:

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

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

13.7.1.3. Ensure that all management information and data input should be accurate.

13.7.1.4. Reports must be accurate and be provided as per NWPL specific requirements at the agreed time. Information must be available to reflect detail including the name of the traveler, data of travel, spend category (example air travel, shuttle, and accommodation).

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

PART A **SBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NWPL FOR THE PERIOD OF THREE YEARS.					
BID NUMBER:	**NWPL01/26/27**	CLOSING DATE: **18 AUGUST 2026**		CLOSING TIME:	**11H00am**
DESCRIPTION	**APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NWPL FOR THE PERIOD OF THREE YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
The North West Provincial Legislature					
Dr James Moroka Drive					
Mmabatho					
2735					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr K Metsileng**	CONTACT PERSON	**Mrs T. Rakate**
TELEPHONE NUMBER	**018 392 7000**	TELEPHONE NUMBER	**018 392 7000/7406**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	kagiso@nwpl.org.za	E-MAIL ADDRESS	gaboronet@nwpl.org.za

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

<table>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td>MAAA</td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</td><td colspan="2">TICK APPLICABLE BOX]
Yes No</td><td colspan="2">B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td>[TICK APPLICABLE BOX]
Yes
No</td></tr>
<tr><td colspan="6">[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="2">Yes No
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td>Yes No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="6">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="6">IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
YES NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?
YES NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
YES NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
YES NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</td></tr>
</table>

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER: ……………………………………………

SBD 3.1

PRICING SCHEDULE – FIRM PRICES

(SERVICE)

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

Name of bidder______________________________ Bid number : **NWPL01/25/26**

Closing Time **11:00am** Closing date : **18 August 2026**

DOMESTIC (TRAVEL WITHIN SOUTH AFRICA)

SERVICE	PRICE IN % PER INVOICE	PRICE IN RANDS BASED ON R10 000.00 TRANSACTIONS PER LINE ITEM (e.g. % X R10 000.00)
Air travel booking		R
Accommodation booking		R
Car rental booking		R
Visas Fee		R
Passport Fee		R
Bus Rental booking		R
Shuttle services		R
Cancellation fee per transaction	Not applicable	R
No show per transaction	Not applicable	R
After Hour fee	Not applicable	R
SUB – TOTAL		**R**
VAT (15%)		**R**
TOTAL		**R**

13.8. REGIONAL (TRAVEL WITHIN AFRICA)

SERVICE	PRICE IN % PER INVOICE	PRICE IN RANDS BASED ON R10 000.00 TRANSACTIONS PER LINE ITEM (e.g. % X R10 000.00)
Air travel booking		R
Accommodation booking		R
Car rental booking		R
Visas Fee		R
Passport Fee		R
Bus Rental booking		R
Shuttle services		R
Cancellation fee per transaction	Not applicable	R
No show per transaction	Not applicable	R
After Hour fee	Not applicable	R
SUB – TOTAL		
VAT (15%)		R
TOTAL		R

INTERNATIONALLY

SERVICE	PRICE IN % PER INVOICE	PRICE IN RANDS BASED ON R10 000.00 TRANSACTIONS PER LINE ITEM (e.g. % X R10 000.00)
Air travel booking		R
Accommodation booking		R
Car rental booking		R
Visas Fee		R
Passport Fee		R
Bus Rental booking		R
Shuttle services		R
Cancellation fee per transaction	Not applicable	R
No show per transaction	Not applicable	R
After Hour fee	Not applicable	R
SUB - TOTAL		R
VAT (15%)		R
TOTAL		R

SUMMARY OF PRICE

SERVICE	PRICE IN % PER INVOICE	PRICE IN RANDS BASED ON R10 000.00 TRANSACTIONS PER LINE ITEM (e.g. % X R10 000.00)
Domestic		R
Regional		R
International		R
TOTAL		R

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

Bidder's signature: ______________________

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

YES/NO

2.2.1 If so, furnish particulars:

………………………………………………………………………………………

………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

………………………………………………………………………………

………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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**

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

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

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PROMOTION OF HDI				
Black	3			
Women (51%) of Ownership	2			
Disabilities	1			
LOCALITY				
Enterprise Located in the North West Province	2			
RDP GOAL				
Promotion of Youth	2			
TOTAL				

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	…………………………………………………………
DATE:	…………………………………………………………
ADDRESS:	…………………………………………………………
	…………………………………………………………

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…………………………………… in accordance with the requirements and task directives / proposals 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 date of the 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);
   - Filled in task directive/proposal;
   - 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 services 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 …………………………

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………… in my capacity as……………………………………………………………… accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ………………………………………ON…………………………………

NAME (PRINT) ………………………………………….

SIGNATURE ………………………………………….

OFFICIAL STAMP

WITNESSES

1 ………………………………

2 ………………………………

SPECIAL CONDITIONS OF CONTRACT

4.1. SEALED TENDERS will be received by the Supply Chain Management Unit for:
PROJECT: APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO BID FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NWPL FOR THE PERIOD OF THREE YEARS.

4.2. Tender Number : **NWPL01/26/27**

4.3. Closing Date : **18 August 2026 at 11h00am**

4.4. NWPL cannot award contracts to provide goods and services to a Member of Legislature or Executive, A Member of a Provincial Legislature or Member of the Provincial Executive Council, a Municipal Councillor, a person employ of state whose participation in bidding for the contract may result in a conflict of interest, or any entity in which any of the mentioned persons is a Director or has controlling or other substantial interest.

4.5. Bidders must certify that the personnel identified in its response to this bid will be the persons actually assigned to NWPL . Any changes in the personnel from those identified in the response to the bid must be approved by NWPL .NWPL , at its discretion, require the removal and replacement of any of the service provider's personnel who do not perform adequately. The replacement personnel must meet the same minimum requirements outlined in this document.

4.6. Prospective bidders may submit their questions to **kagiso@nwpl.org.za** or contact the person assigned to deal with enquiries on the advertisement for this bid.

4.7. NWPL may request bidders to provide additional pricing information to be utilised for comparative purposes during evaluations.

4.8. The NWPL reserves the right not to award this bid in total or part thereof.

4.9. The NWPL reserves the right to award this bid to one or more bidders.

4.10. The Highest scoring bidder will note be necessarily be accepted.

4.11. The successful bidder/s must enter into a formal service level agreement with NWPL upon appointment and must go through a security clearance process.

4.12. The successful bidder/s /must be willing to sign confidentiality agreement.

4.13. The successful bidder/s must ensure that they have the adequate, latest equipment throughout the duration of the contract for each for each of the services they are bidding for.

4.14. All relevant clearances and/or membership must be submitted to the NWPL upon the renewal throughout the duration of the contract.

4.15. All times referred to in this document are Standard South African Time (SAST)

4.16. The NWPL may request the TMC to provide additional management reports. Reports should be available in an electronic format, for example Microsoft Excel.

4.17. The travel services will be provided to all persons travelling on behalf of the NWPL,locally and internationally. This will include Members of legislature,employees and contractors, consultants and clients where the agreement is that NWPL is responsible for the arrangement and cost of travel.

GENERAL CONDITIONS OF CONTRACT.

1. Definitions

The following terms shall be interpreted as indicated:
1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so Delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the Benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be Manufactured.

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

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

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

1.20 "Project site," where applicable, means the place indicated in bidding Documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser Shall not be liable for any expense incurred in the preparation and Submission of a bid. Where applicable a non-refundable fee for Documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85,Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and Information Inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security.

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 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 his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during Transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent
Instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Service.

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending
Termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, Unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's Performance.

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 Without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC
Clause 21.2;

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall Continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time Period of not more than fourteen (14) days to provide reasons why the Envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the Supplier?

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, Also be applicable to any other enterprise or any partner, manager, Director or other person who wholly or partly exercises or exercised or
May exercise control over the enterprise of the first-mentioned person, And with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working
Days of such imposition, furnish the National Treasury, with the Following information:
(i) The name and address of the supplier and / or person restricted by the
Purchaser;
(ii) The date of commencement of the restriction
(iii) The period of restriction; and
(iv) The reasons for the restriction.
These details will be loaded in the National Treasury's central database
Of suppliers or persons prohibited from doing business with the public Sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such Dispute or difference by mutual consultation.
27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language.

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier Concerned by registered or certified mail and any other notice to him Shall be posted by ordinary mail to the address furnished in his bid or To the address notified later by him in writing and such posting shall be Deemed to be proper service of such notice
31.2 The time mentioned in the contract documents for performing any act After such aforesaid notice has been given, shall be reckoned from the Date of posting of such notice.

32. Taxes and Duties.

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are
or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible
Imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s)

Offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerne