



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TOURISM					
BID NUMBER:	NDT0009 / 22		CLOSING DATE:	02 DECEMBER 2022	
			CLOSING TIME:	11H:00	
BID DESCRIPTION	REQUEST FOR PROPOSALS FOR APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TOURISM HOUSE					
17 TREVENNA STREET					
SUNNYSIDE, PRETORIA, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NICE BALOI		CONTACT PERSON	BELINDA BENADIE	
TELEPHONE NUMBER	012 444 6744		TELEPHONE NUMBER	012 444 6109	
E-MAIL ADDRESS	NBALOI@TOURISM.GOV.ZA		E-MAIL ADDRESS	BBENADIE@TOURISM.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
TOURISM B-BBEE SECTOR CODESTATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		TOURISM B-BBEE SECTOR CODESTATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A TOURISM B-BBEE SECTOR CODES STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TOURISM B-BBEE SECTOR CODE]					

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>
--	---	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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.

THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA): SUPPLIER NOTICE

THE DEPARTMENT RESPECT YOUR PRIVACY AND ACKNOWLEDGE THAT YOUR DOCUMENTS WILL CONTAIN PERSONAL INFORMATION WHICH MAY BELONG TO YOU OR OTHERS. BY SUBMITTING YOUR DOCUMENTS, YOU GIVE THE DEPARTMENT CONSENT TO PROCESS INFORMATION IN ACCORDANCE WITH POPIA. THE DEPARTMENT MAY DISCLOSE PERSONAL INFORMATION IF REQUIRED BY THE LAW ENFORCEMENT AGENCIES AND OTHER PARTIES WHO PROVIDE THE DEPARTMENT WITH THE RELEVANT / REQUIRED SERVICES. THE DEPARTMENT WILL AUTHORISE ACCESS TO PERSONAL INFORMATION ONLY TO EMPLOYEES WHO REQUIRE THE INFORMATION TO EXECUTE THEIR WORK-RELATED RESPONSIBILITIES. THE DEPARTMENT WILL ARCHIVE YOUR PERSONAL INFORMATION IN LINE WITH THE APPLICABLE LAWS.

PART A - 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 – OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. THE STANDARDS BIDDING DOCUMENTS (SBD) FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID DOCUMENTS.
- 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. THE **80 / 20** PREFERENTIAL POINT SYSTEM WILL BE APPLIED WHEREIN **80** IS PRICE AND **20** POINTS IS FOR B-BBEE
- 1.4. A TRUST, CONSORTIUM OR JOINT VENTURE (INCLUDING UNINCORPORATED CONSORTIA AND JOINT VENTURES) MUST SUBMIT A VALID CONSOLIDATED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE FOR THIS TENDER
- 1.5. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT
- 1.6. THE UNDERSIGNED BIDDER DECLARES AND FURTHER AGREES TO HAVE READ 2010 VERSION OF THE GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE ON THE NATIONAL TREASURY WEBSITE. TO ACCESS THE GCC THE BIDDER SHOULD CLICK THE FOLLOWING LINK <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> OR DOWNLOAD THE DOCUMENT FROM THE WEBSITE OF NATIONAL TREASURY.
- 1.7. POINTS SCORED WILL BE ROUNDED OFF TO THE NEAREST 2 DECIMAL PLACES.
- 1.8. POINTS FOR B-BBEE STATUS LEVEL CONTRIBUTOR WILL ONLY BE ALLOCATED PROVIDED THAT THE CLOSING DATE OF THE TENDER FALLS WITHIN THE EXPIRY DATE SPECIFIED ON PROOF OF B-BBEE.
- 1.9. THE DEPARTMENT MAY ALLOCATE ZERO/NIL B-BBEE POINTS FOR SUPPLIERS WITH EXPIRED OR INVALID PROOF OF B-BBEE.
- 1.10. THE DEPARTMENT RESERVES THE RIGHT TO NEGOTIATE WITH THE BIDDER/S PRIOR OR POST AWARD.
- 1.11. THE NDT RESERVES THE RIGHT NOT TO AWARD A BID.
- 1.12. THE TENDER WILL BE VALID FOR A PERIOD OF **120 DAYS** FROM THE CLOSING DATE

2. TAX COMPLIANCE REQUIREMENTS

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

NB: FAILURE TO SUBMIT A DULY COMPLETED FORMS AND SIGNED AUTHORISATION DECLARATION, WITH THE REQUIRED ANNEXURE(S), IN ACCORDANCE WITH THE ABOVE PROVISIONS MAY INVALIDATE THE BID

SIGNATURE OF BIDDER:

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

DATE:.....

TABLE OF CONTENT

PAR NO	PAGE NO
3. INTRODUCTION	7
4. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)	7
5. TIME LINE OF THE BID PROCESS	7
6. SUPPLIER DUE DILIGENCE	8
7. PRE-QUALIFICATION CRITERIA	8
8. SUBMISSION REQUIREMENTS AND RETURNABLE SCHEDULE	10
9. PRESENTATION / DEMONSTRATION	11
10.DURATION OF THE CONTRACT	11
11. SCOPE OF WORK.....	11
11.1 Backround.....	11
11.2 Service Requirements.	11
11.2.1 General.....	11
11.2.2 Reservations.....	13
11.2.3 Air Travel.....	14
11.2.4 Accommodation.....	15
11.2.5 Car Rental and Shuttle Services.....	16
11.2.6 After Hours and Emergency Services.....	17
11.3 Communication.	17
11.4 Financial Management.....	18
11.5 Technology, Management Information and Reporting.....	18
11.5.1 Travel.....	19
11.5.2 Finance.....	19
11.6 Account Management.....	20
11.7 Value Added Services.....	20
11.8 Cost Management.....	21
11.9 Quarterly and Annual Travel Reviews.....	22
11.10 Office Management.....	22
12. PRICING MODEL	23
12.1 Transaction Fees.....	23
12.2 Volume of Driven Incentives.....	23
13 EVALUATION AND SELECTION CRITERIA	24
13.1 Technical Evaluation Criteria = 100 points	24
13.2 Price and BBBEE Evaluation (80+20) = 100 points	25
14. JOINT VENTURES , CONSOTIUMS AND TRUSTS.....	26
15. SUB - CONTRACTING.....	27

16.SERVICE LEVEL AGREEMENT.....	27
17.DEPARTMENT OF TOURISM REQUIRES BIDDERS(S) TO DECLARE	27
18.CONFLICT OF INTEREST , CORRUPTION AND FRAUD	28
19.MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	29
20.PREPARATION COSTS.....	29
21.INDEMNITY.	30
22.PRECEDENCE.....	30
23.LIMITATION OF LIABILITY.	30
24.RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	30
25.CONFIDENTIALITY..	31
26.NATIONAL DEPARTMENT OF TOURISM PROPRIETARY INFORMATION.	31
27.AVAILABILITY OF FUNDS.....	32

3. INTRODUCTION

The Department of Tourism is mandated to promote the practice of responsible tourism for the benefit of the Republic and for the enjoyment of all its residents and foreign visitors, provide the effective domestic and international marketing of South Africa as a destination, promote quality tourism products and services, promote growth and development of tourism sector, and enhance cooperation and coordination between spheres of government in developing and managing tourism. Through the above, the Department is uniquely placed to contribute to economic growth.

4. 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 the Department of Tourism. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Department of Tourism for the provision of travel management services. This RFP does not constitute an offer to do business with the Department of Tourism, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

5. TIMELINE OF THE BID PROCESS

5.1 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
Non - Compulsory briefing and clarification session	Thursday, 17 November 2022, at 10h00. Join Zoom Meeting: Meeting ID : 924 5282 4418 Passcode : 364926
Bid closing date	Friday, 02 December 2022, at 11H:00

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

Any time or date in this bid is subject to change at the Department of Tourism's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Department of Tourism to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The Department reserves the right 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). The bidder accepts that, if the Department of Tourism 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. SUPPLIER DUE DILIGENCE

6.1 Department of Tourism reserves the right to conduct supplier due diligence prior or post final award or at any time during the bidding or contract period. Site visits may be conducted by the Department to the recommended bidders to verify the existence of the office and suitability for managing the project. Should the site visit reveal that a bidder does not have an office as stipulated in the tender documentation or that the office is not suitable for managing the project, the bidder will be eliminated (disqualified) at any phase of the bidding process and contracting stage.

7. PRE-QUALIFICATION CRITERIA (NON-SUBMISSION OR ADHERENCE WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL)

7.1 This is a two (2) envelopes bidding process whereby the technical submission and financial submission (**attach Annexure A3**) or proposal must be submitted by the prospective service provider/s in separate and sealed envelopes bearing the bid/tender number, title of the bid/tender proposal, the prospective supplier's name and return address. Any reference to price in the technical submission/ envelope will result in disqualification of the bid.

7.2 Only South African registered companies are allowed to bid for this project.

7.3 The bidder must have an office in Gauteng Province and submit proof thereof e.g. municipal bill, lease agreement of not more than 3 months old from the advertisement date of this bid.

7.4 Bidders must submit a proof stipulating that minimum of 40 % on the business is owned by women. A trust, consortium or joint venture must submit a consolidated proof stipulating that at least 40 % of trust or joint venture is owned by women. If the tenderer does not meet the requirement, the Department will disqualify such a tenderer as having submitted an unacceptable tender. Submit proof as **Annexure D**. Failure to submit a proof (in the form of ownership certificate, shareholders, company registration) that the bidder is 40 % women owned will invalidate (disqualify) the bid submitted.

7.5 *Table 1:* The following documents must be submitted:

Non-submission will result in disqualification?

Bidder Compliance form for Functional Evaluation	YES	Complete and sign
IATA Licence / Certificate	YES	<ol style="list-style-type: none">1. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.2. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

NB: *Tenderers / bidders that do not meet the above in paragraph 7 or stipulated pre-qualification criteria in this document will be disqualified from further evaluation, including compliance with Table 1 above.*

8. SUBMISSION REQUIREMENTS AND RETURNABLE SCHEDULES

8.1 Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable
- Use the prescribed sequence in attaching the annexures that complete the bid document

		YES	NO
	Is a two (2) envelopes bidding process whereby the technical submission and financial submission or proposal must be submitted by the prospective service provider/s in separate and sealed envelopes bearing the bid/tender number, title of the bid/tender proposal, the prospective supplier's name and return address.		
Part A	Invitation to Bid		
Annexure A	(if applicable) Authority for Consortia or Joint Ventures to sign bid, joint Ventures Involvement Declaration and Special Resolution of Consortia or Joint Ventures		
Annexure B	Standard Bid Documents (SBD4) form Bidder's Disclosure.		
Annexure C	SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations; 2017		
Annexure D	Certified copies of your CIPC company registration documents listing members with percentages, in case of close corporation (including ID copies). Certified copies of latest shared certificates (in case of company) and Identity Documents. <i>This will be verified to confirm if the bidder is compliant with minimum of 40 % women owned as mandatory requirement</i>		
Annexure E	Detailed transition plan for implementing the service without service interruptions.		
Annexure F	Company profile with the relevant experience and track record		
Annexure G	Proof of valid lease agreement or municipality utility bill/statement		
Annexure H	Signed letters of reference on a letter head of a referring institution/organization		
Annexure I	(if applicable) Certified copy of valid B-BBEE certificate		
Annexure J	Emergency Service Delivery Plan		
Annexure K	Procedure manual for cancellation of transactions, refund for unused tickets, and no-shows		
Annexure L	After-hours service delivery plan and procedures		
Annexure M	Cost saving plan		
Annexure N	Example of confirmations and invoices		
Annexure O	Quality control procedure manual and processes		
Annexure P	Refund processes and timelines for various sectors and countries		
Annexure Q	Account management procedures		
Annexure R	Example of management reports		

Annexure A3	Pricing Schedule (budget breakdown). It must be marked and submitted in a separate envelope.		
--------------------	---	--	--

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

9 PRESENTATION / DEMONSTRATION

Department of Tourism reserves the right to request presentations / demonstrations from the short-listed Bidders who have scored minimum points on the functionality evaluation criteria prior to finalising the bid evaluation process.

10. DURATION OF THE CONTRACT

10.1 The successful bidder will be appointed for a period of three (3) years with an option to renew it at the sole discretion of the Department of Tourism.

11. SCOPE OF WORK

11.1 Background

Department of Tourism 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 Tourism with the comprehensive 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 Tourism without any degradation in the services;
- c) Appropriately contain Department of Tourism risk and traveller risk.

11.2 Service Requirements

11.2.1 General

The successful bidder will be required to provide travel management services to the Department of Tourism for the period of three (3) years. Deliverables under this section include without limitation, the following:

- a) The travel services will be provided to all Travellers travelling on behalf of the Department of Tourism domestically, regionally and internationally. This will include employees and

contractors, consultants and clients where the agreement is that the Department is responsible for the arrangement and cost of travel.

- b) Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00 or 8h30 to 17h30 or as per the office hours of the TMC) and provide after hours and emergency services as stipulated in paragraph 11.2.6.
- c) Familiarisation with current Department of Tourism travel business processes and policies
- d) Familiarisation with current travel suppliers and negotiated agreements that are in place between the Department of Tourism and third parties. Assist with further negotiations for better deals with travel service providers.
- e) Familiarisation with current the Department of Tourism Travel Policy and implementations of controls to ensure compliance by the TMC and travellers
- f) 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.
- g) Provide a facility for Department of Tourism to update their travellers' profiles electronically.
- h) Manage the third party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices from travel suppliers prior to submitting to the Department of Tourism.
- j) Provide a detailed transition plan for implementing the service without service interruptions
- k) Provide the reference letters a minimum of three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to the Department of Tourism

11.2.2 Reservations

The Travel Management Company will:

- a) Receive travel requests from travel bookers within Travel Services Division, respond with quotations (confirmations) and availability within agreed timeframes. 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 e-mail and sms.
- 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) Obtain a minimum of three (3) price quotations for comparisons for all travel requests where the routing or destination permits (*if possible*).
- e) Book the negotiated discounted fares and rates where possible.
- f) 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 upon receipt of approval from the delegated official
- g) Book parking facilities of the travellers at the most cost effective and safe parking option and claim back from the Department where possible for the duration of the travel.
- h) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i) Submit the reports for all cancellations
- j) Must submit the report for all refunds requested
- k) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- l) Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- m) Advise the Traveller of all visa and inoculation requirements well in advance.
- n) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).

- o) Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- p) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- q) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s). The travellers should also check with a relevant Department or institution to establish which documents are required for the country.
- r) Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by the Department of Tourism are **non-commissionable**, where commissions are earned for the Department of Tourism, bookings all these commissions should be returned to Department of Tourism on a quarterly basis.
- s) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department of Tourism
- t) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Tourism instructions
- u) Make direct bookings with the accommodation establishments Domestically, Regionally and Internationally to ensure transparent transactions and to enable the Department to track its actual expenditure without any hidden costs.

11.2.3 Air Travel

- a) The TMC must be able to book full service carriers as well as low cost carriers.
- b) The TMC will book the most cost effective airfares possible for domestic travel.
- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f) 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.

- g) 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.
- h) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Department of Tourism and provide a report on refund management on monthly basis
- i) The TMC must on monthly basis provide proof that bookings were made against the discounted rates on the published fares where applicable.
- j) Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, check in arrangements, etc.)
- k) Assist with lounge access if and when required specifically for international visit/travel subject to the class of traveller.
- l) Have access to Amadeus or Galileo to make air bookings

11.2.4 Accommodation

- a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b) The TMC will obtain three price comparisons from appropriate accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c) This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Tourism travel policy.
- d) Department of Tourism travellers may only stay at accommodation establishments with which the Department of Tourism has negotiated corporate rates which are aligned with the rates determine and or issued by the National Treasury. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Tourism

- e) TMC must be able to book on graded establishments and SMMEs
- f) Accommodation vouchers must be issued to all Department of Tourism travellers for accommodation bookings and must be invoiced to the Department as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g) The voucher must stipulate that the traveller must be issued with a copy of the accommodation invoice upon checking out. This is applicable to all establishments, domestically, regionally and internationally.
- h) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- i) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees upon receipt of the instruction to cancel from the Department designated official
- j) Use of tour operators will only be considered in isolated and exceptional cases at a sole discretion and approval by the department.

11.2.5 Car Rental and Shuttle Services

- a) The TMC will book the approved category vehicle in accordance with the Departmental Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b) The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e) The TMC will book transfers in line with the Departmental Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f) The TMC should manage shuttle companies on behalf of the Department and ensure compliance with minimum standards as and when requested by the Department. The TMC should also assist in negotiating better rates with relevant shuttle companies.

- g) The TMC must during their report period provide proof that negotiated rates were booked, where applicable
- h) TMC must be able to book car rentals from SMMEs

11.2.6 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 or 17h30 to 8h30 or in line with the TMC working hours) 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 TMC 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.
- f) The TMC must be able to generate the afterhours service reports and submit the as per arrangement and agreement with the Department
- g) Manager should be made available for afterhours where escalation is required.

11.3 Communication

- a) The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the Department of Tourism
- 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.

11.4 Financial Management

- a) The TMC must implement the rates negotiated by the Department of Tourism with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b) 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 Tourism in a prescribed format for payment within the agreed time period.
- c) Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- d) The TMC will be required to offer a 30-day bill-back account facility to the Department of Tourism for all land arrangements
- e) Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC upon approval by the Department of Tourism designated official. These are occasionally required at short notice and even for same day bookings and therefore service provider must have capacity to deliver such service
- f) Consolidate Travel Supplier bill-back invoices.
- g) Department of Tourism has a travel lodge card in place, the TMC will be required to process the payment of air using the provided lodge card.
- h) The TMC is responsible for the consolidation of invoices and actual supporting documentation to be provided to Department's Travel Division on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation (invoices from accommodation establishments, car rental companies and shuttle companies) to the invoices reflected on the Service provider bill-back report or the credit card statement.
- i) Ensure Travel Supplier accounts are settled timeously.

11.5 Technology, Management Information and Reporting

- a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools indicating the information required by the Department.
- b) All management information and data input must be accurate.

- c) The TMC will be required to provide the Department of Tourism with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost. The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>.
- d) Reports must be accurate and be provided as per Department of Tourism's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation) and per supplier.
- e) The Department may request the TMC to provide additional management reports where required.
- f) Reports must be available in an electronic format for example Microsoft Excel.
- g) Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

11.5.1 Travel

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

11.5.2 Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Weekly invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Late cancellation reports
- i) Late Bookings report
- j) Receipt delivery report;

k) Monthly Bank Settlement Plan (BSP) Report;

l) Refund Log;

m) Open voucher report, and

n) Open Age Invoice Analysis.

11.5.3 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.

11.6 Account Management

11.6.1 An Account Management structure should be put in place to respond to the needs and requirements of the Department of Tourism and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

11.6.2 The TMC must allocate a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Tourism's account.

11.6.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

11.6.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

11.6.5 Ensure that the Department of Tourism's Travel Policy is enforced.

11.6.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys will be conducted to measure the performance of the TMC.

11.6.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers upon request by the Department of Tourism

11.6.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

11.7 Value Added Services

The TMC must provide the following value added services:

11.7.1 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
- xii. Local Country Currency

11.7.2 Electronic voucher retrieval via web and smart phones;

11.7.3 SMS notifications for travel confirmations;

11.7.4 Travel audits;

11.7.5 Global Travel Risk Management;

11.7.6 VIP services for Executives that include, but is not limited to pre-check-in support.

11.8 Cost Management

11.8.1 The National Treasury cost containment initiative and the Department of Tourism's Travel Policy is establishing a basis for a cost savings culture.

11.8.2 It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

11.8.3 The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

11.8.4 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Department's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

11.9 Quarterly and Annual Travel Reviews

11.9.1 Quarterly reviews are required to be presented by the Travel Management Company on all Department of Tourism travel activities as per agreed timelines. These reviews will be comprehensive and presented to Department Travel and Finance teams as part of the performance management reviews based on the service levels.

11.9.2 Annual Reviews are also required to be presented to Department's Senior Management.

11.9.3 These Travel Reviews will include without limitation the following information:

- i. Transactions made on behalf of the Department
- ii. Cost containment strategies
- iii. Complaints and compliments
- iv. Service delivery improvement plans
- v. Challenges faced by the TMCs during the rendering of service
- vi. Total Travel Spend
- vii. Air, accommodation, shuttle and car hire spend analysis
- viii. Top after hour users
- ix. Savings report
- x. Refunds report
- xi. After hours report
- xii. Advance booking analysis

11.10 Office Management

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

- i. Senior Consultants
- ii. Intermediate Consultants
- iii. Junior Consultants
- iv. Travel Manager / Key Accounts Manager (Operational)

- v. Finance Manager / Branch Accountant
- vi. Admin Back Office (Creditors / Debtors/Finance Processors)
- vii. Strategic Account Manager (per hour)
- viii. System Administrator (General Admin)

12. PRICING MODEL

Department of Tourism requires bidders to propose transactional fee model.

12.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

- 12.1.1 The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- 12.1.2 The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

12.2 Volume driven incentives

- 12.2.1 It is important for bidders to note the following when determining the pricing:
 - i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
 - ii. No override commissions earned through the Department of Tourism reservations will be paid to the TMCs;
 - iii. An open book policy will apply and any commissions earned through the Department of Tourism volumes will be reimbursed to the Department of Tourism
 - iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the Department of Tourism.

13.EVALUATION AND SELECTION CRITERIA

Department of Tourism has set minimum standards 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 Stage 1	TECHNICAL EVALUATION CRITERIA (NB- COMPLETE ANNEXURE A2) Stage 2	PRICE AND B-BBEE EVALUATION Stage 3
Bidders must submit all documents as outlined in paragraph 7 including Table 1 above. Only bidders that comply with ALL these criteria will proceed to Technical Evaluation	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed the next evaluation which is B-BBEE and Price.	Bidder(s) will be evaluated out of 100 points (80 points for Price and 20 points B-BBEE).

13.1 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 will be evaluated for functionality. Functionality will be evaluated as follows: Bidders will be evaluated out of **100 points** and are required to achieve minimum threshold of **70 points from 100** points on functionality.

- i. Presentation and system demonstration may be requested to shortlisted bidders who met the minimum points on functionality criteria. This is will be done to verify the systems as presented in the proposal.
- ii. **Presentation and On-site Visit (Infrastructure) to bidders who have met the minimum of 70 points on functionality will look into, but not limited to the following: -**
 - Observation on how business is conducted
 - Reservations, bookings, issuing of confirmations
 - Invoicing
 - Reports
 - Availability of Call Centre
 - Availability of consultants and all required systems
- iii. As part of due diligence, Department of Tourism may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Department of Tourism's sole discretion.

13.2 Price and B-BBEE Contributor Level Evaluation (80+20) = 100 points

Only Bidders that have met the **70-point** threshold in Technical Evaluation will be evaluated for price and B-BBEE contributor level. Price and B-BBEE contributor level will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations, 2017 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 contributor level contributor (maximum 20 points)

NOTE: All bidders who obtain minimum threshold on functionality (70 points) will be allocated 80 points for price. The below price formula will not be applied.

Stage 2 (a) – Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

B-BBEE contributor level Evaluation (20 Points)

B-BBEE contributor level Points allocation

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

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

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

- B-BBEE contributor level Certificate or certified EME/QSE sworn affidavit; and
- Failure to submit B-BBEE contributor level Certificate the bidder will be regarded as non-compliant.

14 JOINT VENTURES, CONSORTIUMS AND TRUSTS

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

A trust, consortium or joint venture will qualify for points for their B-BBEE contributor level status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE contributor level scorecard as if they were a group structure and that such a consolidated B-BBEE contributor level scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Department of Tourism 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.

15 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 contributor level 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." 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 contributor level 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 SERVICE LEVEL AGREEMENT

- 16.1 Upon award, Department of Tourism 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 Tourism more or less in the format of the draft Service Level Indicators included in this tender pack.
- 16.2 Department of Tourism 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 Tourism or pose a risk to the organisation.

17 DEPARTMENT OF TOURISM REQUIRES BIDDER(S) TO DECLARE

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

- 17.1 Confirm that the bidder(s) is to: –
 - a) Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Tourism;
 - 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 Tourism 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 Tourism
- 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 Tourism as a client before any other consideration; and
- h) To ensure that any information acquired by the bidder(s) from Department of Tourism will not be used or disclosed unless the written consent of the client has been obtained to do so.

18 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 18.1 Department of Tourism 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 Tourism's 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.

19 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 19.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Tourism 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.
- 19.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Tourism against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Tourism 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.

20 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 Tourism 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.

21 INDEMNITY

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

22 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.

23 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost, Department of Tourism 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.

24 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 Tourism 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 Tourism will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

25 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 Tourism'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 Tourism remain proprietary Department of Tourism and must be promptly returned to Department of Tourism 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 Tourism's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

26 NATIONAL DEPARTMENT OF TOURIM PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Tourism 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).

27 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (Request of proposals for appointment of service providers to provide Travel Management Services to the Department of Tourism for a period of three (3) years), the Department of Tourism may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

28 BID / TENDER PROPOSAL OPENING

The Department shall publicly open and read out all bids received by the deadline, at the date, time and place specified for submission of bid/ tender proposals, in the presence of any bidder/s designated representatives and anyone who choose to attend. Only envelope/s that are opened and read out at bid opening shall be considered further. All envelopes shall be opened one at a time reading out: the name of the Prospective bidder and any other details as the Department may consider appropriate.

The Department shall neither discuss the merits of any bid nor reject any bid. The Department shall prepare a record of the bid opening. The prospective bidders' representatives who are present shall be requested to sign the record. The omission of a prospective bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be uploaded on the Department website and be available to all prospective bidders.



BID DESCRIPTION: REQUEST FOR PROPOSALS FOR APPOINTMENT OF SERVICE PROVIDER (S) TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS

ANNEXURE A2

DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

The form must be submitted in File 1 (Technical file), Exhibit 2

EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	Experience of the bidder	Exhibit 2: Page 13 to 14	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	Manage all reservations and bookings	Exhibit 2: Page 14 to 19	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	Manage all refunds and non-refundable airline-tickets	Exhibit 2: Page 19 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1

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.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM (TOTAL OF - 100)				TO BE COMPLETED BY THE BIDDER	
DESKTOP EVALUATION					
1	GENERAL		SECTION 11.2.1		
1.1	<p>Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years).The Department may contact them for references. 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 services that you provided and the level of satisfaction.</p> <p>✓ 3 or more X Signed letters of References from Previous / Current Clients = 5 points</p> <p>✓ 2 X Signed letters of References from Previous / Current Clients = 3 points</p> <p>✓ 1 X Signed letter of References from Previous / Current Clients = 1 point</p>	5	Section 11.2.1 (k)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
2	RESERVATIONS		SECTION 11.2.2		
2.1	<p>Manage all reservations/ bookings.</p> <p>Bidders relevant experience in managing the following travel reservations/ bookings. Including bidder's ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities. Please specify if these bookings would be done by the TMC or outsourced. Hotel (accommodation), car rental/hire, flights, shuttle services, train, group bookings, conferences and venues for meetings etc.</p> <ul style="list-style-type: none"> ✓ 0-1-year track record in managing all reservation / booking on the areas listed above = 1 ✓ 2 - 3-years track record in managing all reservation / booking on the areas listed above = 2 ✓ 4 – 5 years track record in managing all reservation / booking on the areas listed above = 3 ✓ 6 -7 years track record in managing all reservation / booking on the areas listed above = 4 ✓ More than 7 years track record in managing all reservation / booking on the areas listed above = 5 	30	<p>Section 11.2.2 (a - u)</p> <p>Section 11.2.3 (a – l)</p> <p>Section 11.2.4 (a – j)</p> <p>Section 11.2.5 (a – h)</p> <p>Section 11.2.2 (k)</p>		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
2.2	Skills and Experienced on the Project Team CV's with clearly defined roles and responsibilities of assigned staff to manage bookings/reservations. Type of training provided to travel agency personnel. Please provide the management hierarchy. Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow. ✓ CVs with 1 - 2 years' bookings/reservation experience, skills and expertise of the project members = 1 ✓ CVs with 3 - 4 years' bookings/reservation experience, skills and expertise of the project members = 2 ✓ CVs with 4 - 6 years' bookings/reservation experience, skills and expertise of the project members = 3 ✓ CVs with 7 - 8 years' bookings/reservation experience, skills and expertise of the project members = 4 ✓ CVs with more than 8 years' bookings/reservation experience, skills and expertise of the project members = 5	25	Section 11.10		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
2.3	<p>After-hours and emergency services</p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 - Reminders to Department of Tourism to process purchase orders within 24 hours to reduce queries on invoices - Daily afterhours report to be submitted to designated official in the Department of Tourism <p>✓ Standard Operating Procedure clearly and comprehensively addresses all areas listed above for after hours and emergency service/support – 5</p> <p>✓ Standard Operating Procedure clearly and comprehensively addresses up to three areas listed above for after hours and emergency service/support – 3</p> <p>✓ Standard Operating Procedure clearly and comprehensively addresses less than two of areas listed above for after hours and emergency service/support – 1</p>	10	Section 11.2.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
3	<p>ACCOUNT MANAGEMENT</p> <p>Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.</p> <p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.</p> <p>What measures are in place to ensure that all staff within the TMC will ensure that Department of Tourism Policies are enforced and complied with at all times</p> <p>How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.</p> <p>✓ Proposal clearly and comprehensively describe the quality control procedure and management of queries, requests and changes to the bookings – 5</p> <p>✓ Proposal does not clearly and comprehensively describe the quality control procedure and management of queries, requests and changes to the bookings – 3</p>	10	<p>Section 11.6.1 &</p> <p>Section 11.6.2</p> <p>Section 11.6.3</p> <p>Section 11.6.4</p> <p>Section 11.6.5</p> <p>Section 11.6.6</p> <p>Section 11.6 7</p>		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
4	FINANCIAL MANAGEMENT Describe how you will implement the negotiated rates and maximum allowable rates established either by the Department of Tourism or the National Treasury. Attach latest audited financial statement. Describe how you will you manage the: <ul style="list-style-type: none"> a) 30-day bill-back account facility. b) Pre-payments where it is required for smaller Bed & Breakfast /Guest House facilities. c) Invoicing , including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to the Department of Tourism d) Credit card reconciliation process, timing and deliverables e) Reconciliation of refunds submitted to the Department <ul style="list-style-type: none"> ✓ Proposal clearly and comprehensively addresses all five areas listed above = 5 ✓ Proposal clearly and comprehensively addresses four of the areas listed above = 4 ✓ Proposal clearly and comprehensively addresses three of the areas 	15	Section 11.4		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
	<p>listed above = 3</p> <p>✓ Proposal clearly and comprehensively addresses two of the areas listed above = 2</p> <p>✓ Proposal clearly and comprehensively addresses one of the areas listed above = 1</p>				
5.	<p>TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING</p> <p>Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT).</p> <p>Describe how travel consultants' access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates.</p> <p>Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products proposed for Department of Tourism</p> <p>Can the TMC comply with the Department of Tourism monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17.</p>	5	Section 11.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
COMPLETED BY THE DEPARTMENT OF TOURISM				TO BE COMPLETED BY THE BIDDER	
	<p>Describe the compatibility of your online solution. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it, in case the Department decide to use online solution.</p> <ul style="list-style-type: none"> ✓ Proposed booking system and examples of standard reports clearly outlined in the proposal – 5 ✓ Proposed booking system and examples of standard reports are not clearly outlined in the proposal – 3 				

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

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

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of Tourism
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Department of Tourism 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 Tourism
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of Department of Tourism as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from Department of Tourism 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)



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A3

PRICING SUBMISSION

RFP/TENDER NO:

NDT0009 / 22

RFP NAME:

REQUEST FOR PROPOSALS FOR APPOINTMENT OF SERVICE
PROVIDER/S TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE
DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for RFP _____ contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

- 2.1.1 Bidders must submit both a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.
- 2.1.2 Bidders must sign all paper copies of their Pricing Schedule.
- 2.1.3 Bidders must complete and submit ALL templates 1.1 & 1.2, which are management fee model onsite and offsite, transactional fee model onsite and offsite
- 2.1.4 Bidders must reference main document for current estimated travel volumes

2.2 Input spreadsheets

- 2.2.1 The Pricing Schedule templates are contained within the one (1) Excel spreadsheet.
- 2.2.2 All worksheets in the electronic copy of the Pricing Schedule are password protected.
- 2.2.3 Bidders must not unprotect the spreadsheets and/or make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.4 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.5 Input cells are highlighted in light green. The Bidder must complete all input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.6 The Bidders are required to input the following cells only:

2.3 Currency and VAT

- 2.3.1 Bidders' proposed Pricing Schedules must be firm and not indicative.
- 2.3.2 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

TEMPLATE 2: TRANSACTION FEE MODEL
OFF-SITE SERVICES
ANNEXURE A3

RFP NO:

NDT0009 / 22

RFP NAME:

REQUEST FOR PROPOSALS FOR APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE
TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF TOURISM FOR A PERIOD OF
THREE (3) YEARS

BIDDER NAME

1.1 TRANSACTION FEES

ITEM	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
			Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	300	R	-	R	R	-	R
2	Air Travel – Regional	100	R	-	R	R	-	R
3	Air Travel – Domestic	4000	R	-	R	R	-	R
4	Air Travel – International (Re-issue)	50	R	-	R	R	-	R
5	Air Travel – Regional (Re-issue)	20	R	-	R	R	-	R
6	Air Travel – Domestic (Re-issue)	450	R	-	R	R	-	R
7	Refunds – Air Domestic	150	R	-	R	R	-	R
8	Refunds – Air Regional	5	R	-	R	R	-	R
9	Refunds – Air International	60	R	-	R	R	-	R
10	Car Rental – Domestic	1482	R	-	R	R	-	R
11	Car Rental – Regional	0	R	-	R	R	-	R
12	Car Rental – International	0	R	-	R	R	-	R
13	Transfers/Shuttle – Domestic	2500	R	-	R	R	-	R
14	Transfers/Shuttle – Regional	5	R	-	R	R	-	R
15	Transfers/Shuttle – International	10	R	-	R	R	-	R
16	Accommodation – Domestic	5000	R	-	R	R	-	R
17	Accommodation – Regional	100	R	-	R	R	-	R
18	Accommodation – International	50	R	-	R	R	-	R
19	Bus/Coach Bookings	20	R	-	R	R	-	R
20	Train bookings – International	0	R	-	R	R	-	R
21	Visa Assistance (Provision of documents and advice)	0	R	-	R	R	-	R
22	Courier services for travel documentation	0	R	-	R	R	-	R
23	SMS Notifications	8597	R	-	R	R	-	R
24	Parking bookings	0	R	-	R	R	-	R
25	Cancellations	100	R	-	R	R	-	R
26	Changes to bookings	1500	R	-	R	R	-	R
27	After Hours Services	350	R	-	R	R	-	R
28	Additional Ad-hoc Reports (per report)	12	R	-	R	R	-	R
29	Customised Reports (per report)	12	R	-	R	R	-	R
30	Travel Lodge card Reconciliation	24	R	-	R	R	-	R
31	Debtors Account Reconciliation	24	R	-	R	R	-	R
32	Other (Specify)	0	R	-	R	R	-	R
33	Other (Specify)	0	R	-	R	R	-	R
34	Other (Specify)	0	R	-	R	R	-	R
35	Other (Specify)	0	R	-	R	R	-	R
36	Other (Specify)	0	R	-	R	R	-	R
37	Other (Specify)	0	R	-	R	R	-	R
Total		24921			R			R
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional			Percentage Online		

1.2 CONFERENCE TRANSACTION FEE

Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee (as a % of the Total turnover of the event)		

1.3 COST ELEMENT BREAKDOWN

This cost breakdown will be used for price adjustment purposes. The formula for price adjustment is explained on the CPA tab.

Item	Cost Element	Percentage weighted contribution	Index
1	Compensation	50%	
2	Administration cost	10%	
3	Overheads	20%	
4	Interest on Overdraft	10%	
5	Other (Specify)	5%	
6	Other (Specify)	5%	
		100%	



RFP NO:

NTD0009 / 22

RFP NAME:

REQUEST FOR PROPOSALS FOR APPOINTMENT OF SERVICE
PROVIDER/S TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE
DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS

BIDDER NAME

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide **ON-SITE / OFF-SITE** travel management service to the Department of Tourism at the following total amounts (including VAT)

Template 1: Transaction Fee (On-Site)

TRADITIONAL BOOKING		ON-LINE BOOKING	
#REF!	(incl. VAT)	#REF!	(incl. VAT)
In words:			

Template 2: Transaction Fee (Off-Site)

TRADITIONAL BOOKING		ON-LINE BOOKING	
R -	(incl. VAT)	R -	(incl. VAT)
In words:			

Template 3: Management Fee (On-Site)

TRADITIONAL BOOKING		ON-LINE BOOKING	
#REF!	(incl. VAT)	#REF!	(incl. VAT)
In words:			

Template 4: Management Fee (Off-Site)

TRADITIONAL BOOKING		ON-LINE BOOKING	
#REF!	(incl. VAT)	#REF!	(incl. VAT)
In words:			

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers or closing date. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Department of Tourism

We understand that Department of Tourism are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

Email:



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____

on
(date): _____

RESOLVED that:

1. The Enterprise submits a Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

In respect of the following project:

Bid Number:

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity
as: _____ (*Position in the Enterprise*)

and who will sign as
follows:

- _____
3. be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical
address:

Postal Address: _____ (Postal Code)

_____ (Postal Code)

Telephone number: *(Dialing Code followed by number)* _____

Fax number: *(Dialing Code followed by number)* _____

Email Address: _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.

2. **NB.** This resolution / Power of Attorney must be signed
by all the Directors / Members / Partners of the Bidding Enterprise.

3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

	ENTERPRISE STAMP (If Any)



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A
SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:
(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

held at: _____ ^(place)
on _____ ^(date)

RESOLVED that:

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the Department of Tourism in respect of the following project:

Tender Number:

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as: _____ ^(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:

(Postal Code)

Postal Address:

_____ (Postal Code)

(Dialing Code followed by
number)

(Dialing Code followed by
number)

Telephone number:

Fax number:

Email Address :

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

**ANNEXURE A
JOINT VENTURES INVOLVEMENT DECLARATION**

Project title:			
Bid no:			

**DECLARATION RELATING TO A BID SUBMITTED BY A
JOINT VENTURE:**

I/We the undersigned parties do hereby declare that our respective involvement in the project, of which I/we tender by Joint Venture, would be as follows: -

Party No. 1		
Name		
Address		
Percentage involvement	%	

Party No. 2		
Name		
Address		
Percentage involvement	%	

Party No. 3		
Name		
Address		
Percentage involvement	%	

Signed - Party No. 1

I/We (*Full Name*) _____

duly authorised in my capacity as _____

of (*Enterprise name*): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 2

I/We (*Full Name*) _____

duly authorised in my capacity as _____

of (*Enterprise name*): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 3

I/We (*Full Name*) _____

duly authorised in my capacity as _____

of (*Enterprise name*): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

**ANNEXURE B****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or

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.



arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

ANNEXURE C: SBD 6.1

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.

1. GENERAL CONDITIONS

1.1 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).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 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.

1.6 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.

2. 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:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 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.)

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) 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 least 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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

- ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 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:

- 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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 –
 - (a) disqualify the person from the bidding 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 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
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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 a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- (d) 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
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (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 open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	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	<p>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).</p> <p>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.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)