

**Department of Sport, Arts
and Culture**



Tender month	SEPTEMBER 2023
Tender date:	13/09/2023
Tender Number	DSAC-001-2023
Title/Description of Tender	APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS
Employer	DEPARTMENT OF SPORT, ARTS AND CULTURE NORTHERN CAPE
Employer	DEPARTMENT OF SPORT, ARTS AND CULTURE
Employer email	hnieuwenhuizen@ncpg.gov.za
Physical Address1	Mervin J Erlank Sport Precinct Building
	24 - 28 Church Street, Florianville, Kimberley
	8301
Employer's Agent Name	Francois Clark
Company	DEPARTMENT OF SPORT, ARTS AND CULTURE
Physical 1	Mervin J Erlank Sport Precinct Building
Physical 2	24 - 28 Church Street, Florianville, Kimberley
Tel:	066 288 7395
E-mail:	fdark@ncpg.gov.za
Advert Date	WEDNESDAY, 13 SEPTEMBER 2023
Briefing Date	NON-COMPULSORY VIRTUAL BRIEFING SESSIONS WILL BE HELD ON WEDNESDAY, 20 SEPTEMBER 2023 AT 09:00AM AND 11:00AM. (Bidders should ensure that they request the link for the meeting well in advance in order to log in at least 30 minutes before the meeting to allow sufficient time for any network challenges, preferable one (1) day before the non compulsory virtual briefing session. <i>Bidders are encouraged to attend the Non Compulsory Virtual Briefing Sessions</i>).
Tender Documents available @	DSAC Website: dsac.ncpg.gov.za/index.php/tenders National Treasury E-Portal: https://www.etenders.gov.za
Closure Date	06 OCTOBER 2023
Closure Time	11H00
Tender Box Location	Department of Sport, Arts and Culture Head Office, Mervin J Erlank Sport Precinct Building, 24 - 28 Church Street, Florianville, Kimberley, 8301.
General Enquiries Contact Person	Francois Clark of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 066 288 7395, e-mail: fdark@ncpg.gov.za
Technical Enquiries Contact Person	Heinrich Nieuwenhuizen of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 082 605 4028 e-mail: hnieuwenhuizen@ncpg.gov.za
Procurement Policy	Preferential Procurement Regulations, 2022
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.



Tender Info

DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

**APPOINTMENT OF A FIVE (5) TRAVEL
MANAGEMENT COMPANIES TO PROVIDE
TRAVEL, ACCOMMODATION AND RELATED
SERVICES TO THE DEPARTMENT FOR A
PERIOD OF 36 MONTHS**

SEPTEMBER 2023

EMPLOYER:

THE HEAD OF DEPARTMENT
Department of Sport, Arts and Culture
24 - 28 Church Street, Florianville, Mervin J Erlank Sport Precinct Building

TENDERER:



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE
TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR
THE PERIOD OF 36 MONTHS

CLOSING DATE: FRIDAY, 06 OCTOBER 2023	CLOSING TIME: 11H00
---------------------------------------	---------------------

NAME OF BIDDER*

CONTACT PERSON*

ADDRESS*
.....
.....
.....

TEL NO*

FAX NO*

E-MAIL ADDRESS*

B-BBEE LEVEL*



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

**APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES
TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED
SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36
MONTHS**

GENERAL TENDER INFORMATION:

TENDER ADVERTISED	WEDNESDAY, 13 SEPTEMBER 2023
NON-COMPULSORY VIRTUAL BRIEFING SESSIONS	WEDNESDAY, 20 SEPTEMBER 2023 TIME SLOTS @ 09:00AM & 11:00AM
CLOSING DATE	FRIDAY, 06 OCTOBER 2023
CLOSING TIME	11H00
CLOSING VENUE	Tender Box at Department of Sport, Arts and Culture Head Office, 24 - 28 Church Street, Florianville, Kimberley, 8301

The bid documents completed in all respects plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, Tender Number, title and the closing date indicated on the envelope. The sealed envelope must be handed in the Tender Box situated at 24 - 28 Church Street, Florianville, Kimberley, 8301. **No late bids will be accepted.**



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

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THE TENDER



PART T 1:

TENDER PROCEDURES

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1.1: TENDER NOTICE AND INVITATION TO TENDER



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

1. DSAC hereby invites bidders to render travel management services for a period of 36 months.
2. Only service providers that are CSD registered will be considered.
3. Non-compulsory virtual briefing session will be held on **WEDNESDAY, 20 SEPTEMBER 2023** at 09:00AM & 11:00AM.
(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session). Bidders are encouraged to attend the Non Compulsory Virtual Briefing Sessions.
4. Tender documents are available on the departmental website at:
 - 4.1 DSAC Website: dsac.ncpg.gov.za/index.php/tenders
 - 4.2 National Treasury Temporary E-Portal: <https://www.etenders.gov.za>
5. **Closing of Tender at 11H00 on Friday, 06 OCTOBER 2023** at DEPARTMENT OF SPORT, ARTS AND CULTURE HEAD OFFICE, 24 - 28 Church Street, FLORIANVILLE, KIMBERLEY, 8301.
6. General enquiries relating to this bid should be addressed to **Francois Clark** of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: **066 288 7395**, e-mail: and Technical Enquiries to **Heinrich Nieuwenhuizen** of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: **082 605 4028**, e-mail: hnieuwenhuizen@ncpg.gov.za
7. **Please note:**
 - Documents to be submitted with the bid document: Copy of Tax Clearance Certificate or copy of Tax Status Pin issued by SARS (inclusive of verification PIN), Latest copy of CSD Registration summary report, Copy of B-BBEE Status Level Certificate. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS (Copy of sworn affidavit) or Registered Auditor.
 - Certified copy of ID, Certified copies of CIPC/Company Registration Documents, Certified copy of doctor's letter confirming disability.
 - **Functionality will apply. Based on functionality the tenderer should score 70 points or more to be further evaluated:**
 - The requirements of the Preferential Procurement Regulations, 2022 shall also apply, together with all other requirements as set out in the Tender Data.
 - Failure to comply with above requirements will result in automatic disqualification of the bidder.



- DEPARTMENT OF SPORT, ARTS AND CULTURE reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder.
- Further to the above, the Department also reserves the right to enter into negotiate with the five (5) preferred bidders.

T 1.2: TENDER DATA



ANNEXURE A1

DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

T 1.2: TENDER DATA

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

- 1.2.1 **Communication and Employer's Agent**
Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.

The Employer's Agent is:

Name: MR HEINRICH NIEUWENHUIZEN
DEPARTMENT OF SPORT, ARTS AND CULTURE
24 - 28 Church Street, FLORIANVILLE
KIMBERLEY, 8301
Tel.: 082 605 4028
E-mail: hnieuwenhuizen@ncpg.gov.za

- 1.2.2 **Competitive Negotiation Procedures**
Consortiums are eligible to submit tenders.

- 1.2.3 **Insurance**
The Employer will provide **no** insurance.

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

- 1.2.4 **Delivery of tender Documents**



The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender closure: Tender Box, Department of Sport, Arts and Culture Head Office, 24 - 28 Church Street, Florianville, Kimberley, 8301

Identification details: TENDER NUMBER: DSAC/001/2023

TITLE OF TENDER: APPOINTMENT OF FIV (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

Sealed tenders with the Tenderer's name and address and the endorsement:

DSAC/001/2023 -APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

1.2.5 Closing Time

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

1.2.6 Tender Offer Validity

The tender offer validity period is **120 (One Hundred Twenty)** days from the closing date.

1.2.7 Clarification of Tender Offer after Submission

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

1.2.8 Financial Capability

- i. A signed off financial guarantee or signed off cession agreement or signed off bank overdraft/credit facility or signed off bank confirmation letter of at least R1 million from a registered financial institution which indicates the financial capacity of the bidder to deliver a sustainable service for the duration of the contract.
- ii. Particulars of any contracts awarded to the Tenderer by an organ of state during the past five (5) years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

1.2.9 Tax Clearance Certificate/Tax Status Pin Issued (Latest)

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance (and Tax Status PIN) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS. Each party to a Consortium shall submit separate certificates in the above regard.



- 1.2.10 Broad-Based Black Economic Empowerment Status Level Certificates**
In order to qualify for specific points, it is the responsibility of the Tenderer to submit the relevant certificate(s) either a copy of a valid B-BBEE Status Level verification certificate or Exempted Micro Enterprise Certificate, or certified copies thereof in terms of the Preferential Procurement Regulations, 2022. A B-BBEE Status Level for Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022
- 1.2.11 The Employer's Undertakings Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda. The Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
- 1.2.12 Opening of Tender Submissions**
The tenders will be opened immediately after the closing time.
- 1.2.13 Test for Responsiveness**
Tenders will be considered non-responsive if, inter alia:
a) The Tender is not in compliance with the required returnable documents;
b) the Bidder is not Tax compliant;
c) The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.
d) The tenderer is not registered on the central suppliers database (CSD)
- 1.2.14 Evaluation of Tender Offers**
Functionality will be scored and a minimum of **70** out of the possible **100** is required to be evaluated any further.
- 1.2.14** A minimum score of **70%** and full compliance to returnable documents will qualify a bidder for further evaluation.
- 1.2.17 Points for Preference**
A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.
- 1.2.18 Points awarded for specific goals:**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage of ownership equity (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
An EME or QSE which is at least	10		



51% owned by black people			
An EME or QSE which is at least 51% owned by women	5		
An EME or QSE which is at least 51% owned by youth	3		
An EME or QSE which is at least 51% owned by people with disability	2		

F.3.4 Risk Analysis

Notwithstanding compliance with regards to ASATA/IATA registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

The Tenderer's ability to fulfil its obligations in terms of the tender document, that is that the Tenderer can demonstrate that he/she possesses the necessary profession and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer recommended for an award unless the Tenderer has demonstrated that he/she has the resources and skills required.

F.3.5 Acceptance of panel/bidders

The Employer does not bind itself to accepting any tender.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to pay municipal rates and taxes or service charges as applicable at the Tenderer's Head Office Municipality and such rates, taxes and charges are in arrears for more than three months;
- (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.



F.3.6 Notice to unsuccessful Tenderers

The Employer will publish the award of the advertised competitive bid on the e-Tender Publication Portal and the departmental website.

F.4.1 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) If the tender is not completed in non-erasable black ink;
- (b) The name of the Tenderer is not stated or is indecipherable.

F.4.2 Combating abuse of the Supply Chain Management Policy

The Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:

- (a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- (b) Failed during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;



PART T 2:

RETURNABLE DOCUMENTS

T 2.1	List of Returnable Documents	T 2 – 2
T 2.2	Returnable Schedules	T 2 - 4



T 2.1:

LIST OF RETURNABLE DOCUMENTS

T 2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THE SCHEDULES/DATASHEETS/FORMS IN BLACK INK

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Certificate of Independent Tender Determination
- Schedule 3: Certificate of Authority for Joint Ventures
- Schedule 4: Declaration in terms of the Public Finance Management Act.
- Schedule 5: Schedule of Work Experience
- Schedule 6: Proposed Amendments and Qualifications by Tenderer
- Schedule 7: Certificate of ASATA Registration
- Schedule 8: Tax Clearance Certificate/Tax Status Pin Issued (Latest)
- Schedule 9: Detail of Proposal by the Tenderer
- Schedule 10: Declaration In Terms of the Public Finance Management Act
- Schedule 11: A signed off financial guarantee or signed off cession agreement or signed off bank overdraft/credit facility or signed off bank confirmation letter of at least R1 million from a registered financial institution which indicates the financial capacity of the bidder to deliver a sustainable service for the duration of the contract.
- Schedule 12: Record of Addenda to Tender Documents

2. Returnable Schedules that will be incorporated into the Contract:

- Schedule 13: Standard Bidding Documents (SBD) Schedules:
 - SBD 1;
 - SBD 4;
 - SBD 6.1
 - SBD 7.2 and
 - General Conditions of contract 2010



T 2.2:

RETURNABLE SCHEDULES



2.1:

LIST OF RETURNABLE DOCUMENTS



2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THE SCHEDULES/DATASHEETS/ FORMS IN BLACK INK

3. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Certificate of Authority for Joint Ventures
- Schedule 3: Schedule of Work Experience
- Schedule 4: Proposed Amendments and Qualifications by Tenderer
- Schedule 5: Certificate of ASATA/IATA Registration
- Schedule 6: Tax Clearance Certificate/Tax Status Pin (Latest)
- Schedule 7: Detail of Proposal by the Tenderer
- Schedule 8: A signed off financial guarantee or signed off cession agreement or signed off bank overdraft/credit facility or signed off bank confirmation letter of at least R1 million from a registered financial institution which indicates the financial capacity of the bidder to deliver a sustainable service for the duration of the contract.
- Schedule 9: Record of Addenda to Tender Documents

4. Other documents required for Tender Evaluation Purposes:

- 4.1. Joint Venture Agreement (if applicable) - Append to Schedule 2.
- 4.2. An original valid Tax Clearance Certificate/Tax Status Pin issued by the South African Revenue Services - Append to Schedule 6.

5. Returnable Schedules that will be incorporated into the Contract:

- 5.1. Record of Addenda to Tender Documents
- 5.2. SBD Schedules: SBD 1; SBD 4; SBD 6.1; SBD 7.2 & General Conditions of contract 2010.

6. The price declaration form – Annexure A4 (Form of Offer and Acceptance).



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 1

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

SECTION 1:

Name of Enterprise:

Address of Enterprise:

.....

.....

SECTION 2:

VAT Registration Number, if any:

SECTION 3:

PSIRA registration Number, if any:

SECTION 4:

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.



SECTION 5: Particulars of Companies and Close Corporations:

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

SECTION 6: Record of service of the State:

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director, Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;
- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* Insert separate page if necessary.

SECTION 7: Record of spouses, children and parents in the service of the State:

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;



- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* Insert separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (five) years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

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SCHEDULE 2

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by Joint Ventures.

YES NO (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS
BELOW. ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN
PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs, authorised signatory of the

Company, Close Corporation or Partnership
acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any
contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: Name: Designation:
		Signature: Name: Designation:



		Signature: Name: Designation:
--	--	---

Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

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SCHEDULE 3 SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

EMPLOYER (NAME, TEL. NO. AND FAX NO.)	PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK R (m)	COMPLETION DATE
COMPLETED PROJECTS				
CURRENT PROJECTS (attach additional pages if needed.)				

Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

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APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 4

PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this Schedule.

The Tenderer's attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

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SCHEDULE 5

CONFIRMATION OF ASATA / IATA REGISTRATION

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF SPORT, ARTS AND CULTURE

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APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 6

TAX CLEARANCE CERTIFICATE/TAX STATUS PIN

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) or a tax pin shall be attached to this Schedule, or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. A current CSD report that clearly shows the tax status will be acceptable.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 7

DETAIL OF THE PROPOSAL BY THE TENDERER

The proposal must be done for Professional Services.

The proposal is to be done in such a manner as to allow the department to evaluate the specific criteria provided by the tenderer.

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DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 8

A signed off financial guarantee or signed off cession agreement or signed off bank overdraft/credit facility or signed off bank confirmation letter of at least R1 million from a registered financial institution which indicates the financial capacity of the bidder to deliver a sustainable service for the duration of the contract.



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 9

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
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Attach additional pages if more space is required.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER



DEPARTMENT OF SPORT, ARTS AND CULTURE

TENDER NR.: DSAC/001/2023

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

**STANDARD BIDDING DOCUMENTS SCHEDULES & GENERAL CONDITIONS OF CONTRACT
JULY 2010**

LIST OF NCP FORMS

1. SBD1
2. SBD4
3. SBD6.1
4. SBD7.2

GENERAL CONDITIONS OF CONTRACT JULY 2010

5. GENERAL CONDITIONS OF CONTRACT JULY 2010



SCOPE OF WORK



DEPARTMENT OF SPORT, ARTS AND CULTURE

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

Date Advertised : Wednesday, 13 September 2023

Non-Compulsory Virtual Briefing

Sessions : Wednesday, 20 September 2023

Time Slots : 09h00 – 11h00

: 11h00 – 13h00

Closing Date : Friday, 06 October 2023

Time : 11H00

TENDER BOX ADDRESS:

Mervin J Erlank Sport Precinct Building

24 - 28 Church Street, Florianville

Kimberley

8301



INTRODUCTION

The DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape is responsible for coordinating, monitoring and evaluation of national government policies in the province. The department derives its mandate from the Constitution of South Africa, Act 108 of 1996.

Vision:

A Department committed to creating a prosperous and empowered Province united in the advancement of its sport, heritage, arts and culture.

Mission:

Our mission is to serve all the people of the Northern Cape by promoting, protecting and developing sport and the diverse cultures of our Province and at the same time be catalysts in development programmes, economic empowerment and other activities thereby entrenching nation building and social cohesion.

Values:

Honesty, Integrity, Professionalism, Goal oriented, Commitment, Tenacity, Morality, Mutual respect, Consistency, Loyalty, and Transparency.

1. PURPOSE OF THIS BID

The DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape is in the process of appointing five (5) travel management companies that will professionally manage the travel, accommodation and related services for the Northern Cape Department of Sport, Arts and Culture for a period of 36 months.

The purpose of this bid is to solicit bids from potential bidder(s) for the provision of travel management services to the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape.

This bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape for the provision of travel management services to DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape.

This bid does not constitute an offer to do business with Department of DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.



2. DEFINITIONS

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

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

Air travel means travel by airline on authorised official business.

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

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

DEPARTMENT OF SPORT, ARTS AND CULTURE (DSAC) means the organ of state, Department or Public Entity that requires the provision of travel management services.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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



3. LEGISLATIVE FRAMEWORK OF THE BID

a. Tax Legislation

- i. Bidder(s) must be compliant when submitting a proposal to **DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape** and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- ii. It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- iii. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- iv. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- v. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- vi. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

b. Procurement Legislation

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



c. Technical Legislation and/or Standards

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

4. NON-COMPULSORY VIRTUAL BRIEFING SESSIONS

Non-compulsory virtual briefing and clarification sessions will be held on, **WEDNESDAY, 20 SEPTEMBER 2023 at 09:00AM and 11:00AM** to clarify to bidder(s) the scope and extent of work to be executed. *(Bidders should ensure that they request the link for the meetings well in advance in order to log in at least 30 minutes before the meeting to allow sufficient time for any network challenges, preferable one (1) day before the non compulsory virtual briefing session. Bidders are encouraged to attend the Non Compulsory Virtual Briefing Sessions).*

5. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on National Treasury E-tender Portal and Departmental Website	13 September 2023 –DSAC Website http://dsac.nccpg.gov.za/index.php/tenders 13 September 2023 - National Treasury E-Portal: https://www.etenders.gov.za
Non-Compulsory Virtual Briefing and Clarification Sessions	20 SEPTEMBER 2023 @ 09:00 AM & 11:00 AM
Questions relating to bid from bidder(s) in writing via email	27 SEPTEMBER 2023
Bid closing date and time	06 OCTOBER 2023 @ 11:00
SCM Pre-Compliance	09 - 10 OCTOBER 2023
Bid Committee Sitings	11– 20 OCTOBER 2023
Negotiations with preferred bidders, appointment of bidders and signing of service level agreements	23 – 31 OCTOBER 2023



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

Any time or date in this bid is subject to change at DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape 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 bidder accepts that, if DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. **CONTACT AND COMMUNICATION**

- a. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Heinrich Nieuwenhuizen via email hnieuwenhuizen@ncpg.gov.za and or 082 605 4028. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- b. The delegated official of the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape may communicate with Bidder(s) where clarity is sought in the bid proposal.
- c. Any communication to an official or a person acting in an advisory capacity for DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d. All communication between the Bidder(s) and DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape must be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.



- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape (other than minor clerical matters), the Bidder(s) must promptly notify DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape an opportunity to consider what corrective action is necessary (if any).
- g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- h. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.



In some cases it will not be possible to return late bids unopened as some bidders do not provide return addresses on the envelopes, hence the wording "where practicable".

7. **LATE BIDS**

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

8. **COUNTER CONDITIONS**

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



9. FRONTING

- a. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- b. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape may have against the Bidder / contractor concerned.

10. SUPPLIER DUE DILIGENCE

DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape reserves the right to conduct **supplier due diligence** prior to final award or at any time during the contract period. This may include **site visits** and requests for additional information after the submission of bids. Bidders will be informed in writing.



11. SUBMISSION OF BIDS

- a. Bid documents must be placed in the tender box at, Department of Sport, Arts and Culture, 24 - 28 Church Street, Florianville, 8301 on or before the closing date and time.
- b. Bid documents will only be considered if received by DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape before the closing date and time, regardless of the method used to send or deliver such documents to DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape.

✓ The bidder(s) are required to submit a Hard Copy of the Bid Proposal that must be properly packaged/binded.

- c. Bidders are requested to initial each page of the tender document.

12. PRESENTATION / DEMONSTRATION

As part of the bid committee process the DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape may request presentations/demonstrations from the short-listed bidders. **Date and time of the presentations will be communicated to the short-listed bidders. Bidders submitting bid documents are expected to prepare for presentations in advance subject to the above mentioned criteria.**

13. DURATION OF THE CONTRACT

The successful bidder(s) will be appointed for a period of 36 (thirty six) months at the **NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND CULTURE.**



14. SCOPE OF WORK

a. Background

DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape previously made use of three (3) off-site travel agencies to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a manual process. The travel requisition is manually captured on internal forms that go through a manual authorisation approval procedure. Travel bookers within units requests the travel agencies to co-ordinate the travel requisition. Upon receipt of a pro-forma invoice from the travel agencies, the requisitions are submitted to SCM: Logistics Management unit to issue a procurement order.

DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's primary objective in issuing this BID is to enter into agreement with successful bidders who will achieve the following:

- a) Provide DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape without any degradation in the services;
- c) Appropriately contain DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape's risk and traveller risk.

b. Travel Volumes

The current Department of DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape total volumes per annum include air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for the **FY 2022/2023** as follows:



Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel – Domestic	225	R1 582 380
Air Travel - Regional & International	10	R752 780
Accommodation – Domestic	7 250	R8 679 209
Accommodation - Regional & International	10	R532 170
Road transport - Domestic	142	R889 250
Road transport – Regional & International	5	R150 000
Parking	30	R9 000
Travel agency fees	950	R1 289 783
GRAND TOTAL	8 622	R13 884 572

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

c. Service Requirements

i. General

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all Travellers travelling on behalf of Department of Sport, Arts and Culture: Northern Cape, locally and internationally. This will include employees and non employees (school learners, school teachers, contractors, consultants and clients where the agreement is that Department of Sport, Arts and Culture: Northern Cape is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph (c) (vi).
- c. Familiarisation with current Department of Sport, Arts and Culture: Northern Cape travel business processes.



- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between Department of Sport, Arts and Culture: Northern Cape and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current Department of Sport, Arts and Culture: Northern Cape Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, provided that the outcome of a formal dispute process determines otherwise.
- g. Provide a facility for Department of Sport, Arts and Culture: Northern Cape to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least five (5) contactable existing/recent clients (within past 3 years) who are of a similar size to Department of Sport, Arts and Culture: Northern Cape.
- l. Bidders must be registered with IATA (certified copy of the valid certificate to be attached). It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time. Failure to submit will be an automatic disqualification.

ii. Reservations

The Travel Management Company must:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval,



the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.

- b. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. **obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits within the allowable rates as determined by National Treasury.**
- 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.
- g. book parking facilities at the airports where required for the duration of the travel.
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.



- o. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Department of Sport, Arts and Culture: Northern Cape are **non-commissionable**, where commissions are earned for Department of Sport, Arts and Culture: Northern Cape bookings all these commissions should be returned to Department of Sport, Arts and Culture: Northern Cape on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Department of Sport, Arts and Culture: Northern Cape.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Sport, Arts and Culture: Northern Cape's instructions

iii. **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 institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

iv. Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the latest cost containment instruction notes of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Sport, Arts and Culture: Northern Cape's travel policy.
- d. In some cases departments hosting a function, negotiate with the venue service provider to allow government guests to be charged the government discounted rates, the TMC must verify if this is the case and book accordingly.
- e. Department of Sport, Arts and Culture: Northern Cape travellers may only stay at accommodation establishments with which Department of Sport, Arts and Culture: Northern Cape has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Sport, Arts and Culture: Northern Cape.



- f. Accommodation vouchers must be issued to all Department of Sport, Arts and Culture: Northern Cape travellers for accommodation bookings and must be invoiced to Department of Sport, Arts and Culture: Northern Cape as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
 - g. 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.
 - h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- v. Car Rental and Shuttle Services**
- a. The TMC will book the approved category vehicle in accordance with the Department of Sport, Arts and Culture: Northern Cape 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 Department of Sport, Arts and Culture: Northern Cape 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 of Sport, Arts and Culture: Northern Cape and ensure compliance with minimum standards. 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. Cancellation of car rental and shuttle bookings must be done promptly to guard against no show and late cancellation fees.

vi. After Hours and Emergency Services

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

d. Communication

- i. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Department of Sport, Arts and Culture: Northern Cape.
- ii. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- iii. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

e. Financial Management

- i. The TMC must implement the rates negotiated by Department of Sport, Arts and Culture: Northern Cape as well as any other government department with travel



service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

- ii. 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 Sport, Arts and Culture: Northern Cape for payment within the agreed time period.
- iii. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- iv. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Department of Sport, Arts and Culture: Northern Cape for the services rendered.
- v. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- vi. Consolidate Travel Supplier bill-back invoices.
- vii. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- viii. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Sport, Arts and Culture: Northern Cape's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- ix. Ensure Travel Supplier accounts are settled timeously.



f. Technology, Management Information and Reporting

- i. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- ii. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- iii. All management information and data input must be accurate.
- iv. The TMC will be required to provide the Department of Sport, Arts and Culture: Northern Cape 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>

- v. Reports must be accurate and be provided as per Department of Sport, Arts and Culture: Northern Cape'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).
- vi. Department of Sport, Arts and Culture: Northern Cape may request the TMC to provide additional management reports.
- vii. Reports must be available in an electronic format for example Microsoft Excel.
- viii. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

1. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;



- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

2. Finance

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

- ix. 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.

g. Account Management

- i. An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- ii. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Sport, Arts and Culture: Northern Cape's account.
- iii. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.



- iv. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- v. Ensure that the Department of Sport, Arts and Culture: Northern Cape's Travel Policy is enforced.
- vi. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- vii. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- viii. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

h. Value Added Services

The TMC must provide the following value added services:

- i. 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
- ii. Electronic voucher retrieval via web and smart phones;
- iii. SMS notifications for travel confirmations;
- iv. Travel audits;
- v. Global Travel Risk Management;
- vi. VIP services for Executives that include, but is not limited to check-in support.



i. Cost Management

- i. The National Treasury cost containment initiative and the Department of Sport, Arts and Culture: Northern Cape's Travel Policy is establishing a basis for a cost savings culture.
- ii. 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.
- iii. 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.
- iv. 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 of Sport, Arts and Culture: Northern Cape'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.

j. Quarterly and Annual Travel Reviews

- i. Quarterly reviews are required to be presented by the Travel Management Company on all Department of Sport, Arts and Culture: Northern Cape travel activity in the previous three-month period. These reviews are comprehensive and presented to Department of Sport, Arts and Culture: Northern Cape's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- ii. Annual Reviews are also required to be presented to Department of Sport, Arts and Culture: Northern Cape's Senior Executives.
- iii. These Travel Reviews will include without limitation the following information:
 - 1. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum and



2. PFMA SCM Instruction No.07 of 2022/2023 (Cost Containment Measures related to Travel & Subsistence).

k. Office Management

- i. The TMC to ensure high quality service to be delivered at all times to the Department of Sport, Arts and Culture: Northern Cape's travellers. The TMC is required to provide Department of Sport, Arts and Culture: Northern Cape 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 (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)

15. PRICING MODEL

Department of Sport, Arts and Culture: Northern Cape requires bidders to propose a transactional fee model

Transaction Fees - Offsite

Refer Annexure A3: Pricing Schedule

- i. 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.
- ii. The Department of Sport, Arts and Culture: Northern Cape requires prospective bidders to bid on a wholly traditional booking service.



NB: The Department of Sport, Arts and Culture: Northern Cape applied an increase of 4.45% for Year 2 and 4.48% for Year 3 of the contract. It must be noted that if the Current CPI for Year 2 and Year 3 is less/lower than the percentages used as part of the bidding process, the lowest CPI for that specific year will be the determining factor.

b. Volume driven incentives

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



16. EVALUATION AND SELECTION CRITERIA

Department of Sport, Arts and Culture: Northern Cape has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Points Awarded for Specific Goals Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

a. Gate 0: Pre-qualification Criteria

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

Paragraph 17.1

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – NCP1	YES	Complete and sign the supplied pro forma document
Bidders disclosure - SBD4	YES	Complete and sign the supplied pro forma document
Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022 – SBD6.1	NO	Non-submission will lead to a zero (0) score on Specific Goals



Contract Form – Rendering of Service - SBD7.2	YES	Complete and sign the supplied pro forma document
Joint venture bidders must individually complete SBD4.	YES	Joint venture bidders must individually complete: i. SBD 4.
Signed Joint venture agreement by bidders stipulating the work split and rand value.	YES	Signed joint venture agreement by both parties.
Company resolution of the board of directors for the capacity under which the bidder is signing the bidding documents. (proof of authority)	YES	Resolution of the board of directors for the capacity under which the bidder is signing the bidding documents. (proof of authority)
Resolution of the board of directors for the establishment of the Joint Venture.	YES	
Business Registration Certificates issued by CIPC including share certificates	NO	Non submission will lead to a zero (0) score for points awarded for Specific Goals
VAT registration certificate (VAT103) must be submitted (where applicable)	IF APPLICABLE	VAT cannot be charged by bidders not registered for VAT. Bidders can only charge VAT if registered for VAT at SARS. This must be reflected on their CSD Reports
Certified copy of identity document for all directors/shareholders	NO	Non submission will lead to a zero (0) score for points awarded for Specific Goals
Medical/doctors reports/ Certified copy of National Council for Persons with Physical Disability in South Africa Registration (NCPDPSA (Needed for specific goal for disability)	NO	Non submission will lead to a zero (0) score for points awarded for Specific Goals
POPIA Act Consent form completed and signed	NO	DSAC publishes tender information on public platforms, consent to share details about bidders is



		required
Valid BBBEE certificate, or certified copy thereof, issued by a SANAS accredited verification agency, or an affidavit for EMEs and QSEs or an affidavit issued by the CIPC. A trust, Consortium/Joint Ventures must submit their consolidated BBBEE Certificate and a joint venture agreement.	NO	Non submission will lead to a zero (0) score for points awarded for Specific Goals. For an affidavit, please obtain the correct template provided by National Treasury Website.
Vendor acceptable with reference to National Treasury "Restricted List"	YES	Bid will be eliminated if they appear on this list
Vendor acceptable with reference to National Treasury "Tender Defaulters List"	YES	Bid will be eliminated if they appear on this list
Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Good standing on tax affairs	YES	I. SARS Tax Clearance Pin to validate the bidder's tax matters must be included in the requests for quotations document. II. Proof of registration on the Central Supplier Database (Most recent CSD Report). III. Supplier Number (MAAA...) as per your CSD Report. IV. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. (NB!!) THE BIDDER MUST BE IN GOOD STANDING WITH SARS IN RESPECT OF ANY RELEVANT LEGISLATIVE TAX COMMITMENTS.
Company/Entity Profile reflecting the previous work done relevant to	NO	Non submission will lead to lower scores during functionality.



the project. CV's of each team member.		
Reference letters from clients (current and previous).	NO	Non submission will lead to lower scores during functionality.
General conditions of contract, July 2010	NO	Bidders to familiarised themselves with this document.
Foreign directors/shareholders	YES	(i) Certified copy of passport; (ii) Certified copy of VISA and (iii) Certified copy of a valid work permit in SA. (This documentation is compulsory for DSAC to substantiate that directors/shareholders are not government officials).
A signed off financial guarantee or signed off cession agreement or signed off bank overdraft/credit facility or signed off bank confirmation letter of at least R1 million from a registered financial institution which indicates the financial capacity of the bidder to deliver a sustainable service for the duration of the contract.	NO	Non submission will lead to lower scores during the evaluation process.
IATA Licence / Certificate	YES	1. Bidders are required to submit their valid 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.
ASATA	NO	Bidders must submit proof of their membership.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 .



b. Gate 1: Technical Evaluation Criteria = 100 points

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

- i. Functionality evaluation points will be 100.
- ii. Bidders are expected to achieve a minimum of 70 for functionality for the bid to be considered for further evaluation stage.

As part of due diligence, Department of Sport, Arts and Culture: Northern Cape 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 Sport, Arts and Culture: Northern Cape's sole discretion.

The Bidder's information will be scored according to the following functionality criteria weights:

Description/Criteria	Weight	Scoring Matrix	Value	Supporting Evidence
1. Provide the reference letters from contactable existing/recent clients (within the past 3 years) of similar travel management services, whom we may contact for references. The letter (signed by a delegated official) must include: Company name, contact name, address, phone number, and duration	20	Five (5) and more contactable references. Four (4) contactable references Three (3) contactable references. Two (2) contactable references. Zero (0) - One (1) contactable reference.	4 = 20 3 = 15 2 = 10 1 = 5 0 = 0	Reference letters from clients currently or previously contracted for travel management services (DSAC reserves the right to do reference checking by means of a

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of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.				reference questionnaire)
2. Services to be rendered: 2.1 Reservations including negotiated rates –(2 points) 2.2 Air Travel - (2 points) 2.3 Accommodation and Meals–(2 points) 2.4 Car Rental and Shuttle Services - (2 points) 2.5 After hours and Emergency Services – (2 points)	10	The Travel Management Company must provide standard operating procedures that thoroughly explain how they will go about delivering the following services: 2.1 Reservations including negotiated rates ✓ Bidder satisfies all the requirements 2 = 2 ✓ Bidder does not meet the requirements 0 = 0 2.2 Air Travel ✓ Bidder satisfies all the requirements 2 = 2 ✓ Bidder does not meet the requirements 0 = 0 2.3 Accommodation and Meals ✓ Bidder satisfies all the requirements 2 = 2 ✓ Bidder does not meet the requirements 0 = 0		Standard Operating Procedures



		2.4 Car Rental and Shuttle Services ✓ Bidder satisfies all the requirements ✓ Bidder does not meet the requirements 2.5 After hours and Emergency Services ✓ Bidder satisfies all the requirements ✓ Bidder does not meet the requirements <i>(In cases where the TMC do not submit documentary evidence on each criterion as stated above, the TMC will score 0).</i>	2 = 2 0 = 0 2 = 2 0 = 0	
3. Team's relevant experience (number of years providing similar services)	20	Teams proven track record for the delivery of TMC Services: Senior Consultant, Intermediate Consultant, Junior Consultant, Travel Manager/Liaison Officer (Operational), Finance Manager and Support Staff. Intermediate Consultant, Junior Consultant,	4 = 20 3 = 15	(i) An organizational structure (ii) ID Copies of staff and (iii) CVs of each team member must be submitted.



		Travel Manager/Liaison Officer (Operational), Finance Manager and Support Staff. Junior Consultant, Travel Manager/Liaison Officer (Operational), Finance Manager and Support Staff. Travel Manager/Liaison Officer (Operational), Finance Manager and Support Staff. Support Staff (Admin back office, creditor's clerk, debtor's clerk, system administrator etc.)	2 = 10 1 = 5 0 = 0	(Experience gained in members' personal capacity)
4. Financial viability	20	A signed off financial guarantee or signed off cession agreement or signed off bank overdraft/credit facility or signed off bank confirmation letter of at least R1 million from a registered financial institution which indicates the financial capacity of the bidder to deliver a sustainable service for the duration of the contract. Unable to fulfil the requirement	2 = 20	Signed off letter from registered financial institution indicating type of support.



			0 = 0	
5. Account and Financial management	20	Describe/provide the following: 1. Describe what quality control procedures/processes you have in place to ensure that your clients receive consistent quality service. 2. Describe how queries, requests, changes and cancellations will be handled. Explain your mitigation strategies and resolution process. Provide a detailed response indicating performance standards with respect of resolving service issues. Submit a complaints handling procedure. 3. What is in place to ensure adherence to the latest National	5 points 5 points 5 points	Service/performance standards Complaints handling procedure Procedure manual/



		Treasury's/NCDSAC Travel Policy Framework and Cost Containment Measures. 4. A standard operating procedure which describes and sets out the process rectifying discrepancies between purchase orders and invoices, the reconciliation of transactions and the timely provision of invoices to DSAC. <i>(In cases where the TMC do not submit documentary evidence on each criterion as stated above, the TMC will score 0).</i>	5 points	Standard operating procedure
6. Locality – Bidder with a physical place of business within the Northern Cape Province	10	Bidder has a place of business within the Northern Cape Bidder has no place of business within the Northern Cape	10 0	(Proof of municipal account/bill not older than three (3) months, or a valid lease agreement or any other Financial Intelligence



				Centre Act (FICA) allowed proof of residence within the Northern Cape
Total points	100			

c. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70-point threshold in Gate 1 will be evaluated in Gate 2 for price and Specific Goals. Price and Specific Goals will be evaluated as follows:

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

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

1. Stage 1 – Price Evaluation (80 Points)

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

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

Where

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P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

2. Stage 2 – Points awarded for Specific Goals (20 Points)

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage of ownership equity (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
An EME or QSE which is at least 51% owned by black people	10		
An EME or QSE which is at least 51% owned by women	5		
An EME or QSE which is at least 51% owned by youth	3		
An EME or QSE which is at least 51% owned by people with disability	2		



The following documentation must be submitted by bidders to substantiate and validate their claim for Specific Goals Points:

Specific Goals	Documentation to be submitted by bidders to validate their claim for Specific Goals Points:
✓ An EME or QSE which is at least 51% owned by black people	✓ Certified ID of Copy or; ✓ Certified Copy of SANAS Accredited BBBEE Certificate or Certified Copy of Sworn Affidavit or ✓ Certified copy of CIPC (Company Registration Documents) or ✓ Latest CSD Report.
✓ An EME or QSE which is at least 51% owned by women	✓ Certified ID of Copy or; ✓ Certified Copy of SANAS Accredited BBBEE Certificate or Certified Copy of Sworn Affidavit or ✓ Certified copy of CIPC (Company Registration Documents) or ✓ Latest CSD Report.
✓ An EME or QSE which is at least 51% owned by youth	✓ Certified ID of Copy or; ✓ Certified Copy of SANAS Accredited BBBEE Certificate or Certified Copy of Sworn Affidavit or ✓ Certified copy of CIPC (Company Registration Documents) or ✓ Latest CSD Report.
✓ An EME or QSE which is at least 51% owned by people with disability	✓ Certified copy of ID (Mandatory) or; ✓ Certified copy of Medical Certificate or; ✓ Certified copy of South African Social Security Agency (SASSA) registration or; ✓ Certified copy of National Council for Persons with Physical Disability in South Africa Registration (NCPDPSA) ✓ Certified copy of CIPC (Company Registration Documents) or ✓ Latest CSD Report.



a. Joint Ventures, Consortiums and Trusts

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of Sport, Arts and Culture: Northern Cape** 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.

b. 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.

- NB: This bid is not subjected to sub-contracting, as it is impractical, however,

The following is an extract from the PPPFA Act:

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



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

3. Stage 3 (80 + 20 = 100 points)

The Price and Specific Goals will be consolidated.

17. GENERAL CONDITIONS OF CONTRACT

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

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

18. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the **NB: The Department of Sport, Arts and Culture: Northern Cape applied an increase of 4.45% for Year 2 and 4.48% for Year 3 of the contract. It must be noted that if the Current CPI for Year 2 and Year 3 is less/lower than the percentages used as part of the bidding process, the lowest CPI for that specific year will be the determining factor.**



19. **SERVICE LEVEL AGREEMENT**

- a. Upon award Department of Sport, Arts and Culture: Northern Cape 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 Sport, Arts and Culture: Northern Cape, more or less in the format of the draft Service Level Indicators included in this tender pack.
- b. Department of Sport, Arts and Culture: Northern Cape reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- c. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d. Department of Sport, Arts and Culture: Northern Cape 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 Sport, Arts and Culture: Northern Cape or pose a risk to the organisation.

20. **SPECIAL CONDITIONS OF THIS BID**

Department of Sport, Arts and Culture: Northern Cape reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000).
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.

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- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. Award to multiple bidders based either on size or geographic considerations.

21. Department of Sport, Arts and Culture: Northern Cape REQUIRES BIDDER(S) TO DECLARE:

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

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

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. Department of Sport, Arts and Culture: Northern Cape 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 Department of Sport, Arts and Culture: Northern Cape 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 Sport, Arts and Culture: Northern Cape'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.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Sport, Arts and Culture: Northern Cape 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.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Sport, Arts and Culture: Northern Cape against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Sport, Arts and Culture: Northern Cape and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.



24. PREPARATION COSTS

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

25. INDEMNITY

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

26. PRECEDENCE

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



27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Sport, Arts and Culture: Northern Cape shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Sport, Arts and Culture: Northern Cape reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Sport, Arts and Culture: Northern Cape, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Sport, Arts and Culture: Northern Cape further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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



30. **GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the Northern Cape courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Department of Sport, Arts and Culture: Northern Cape 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 Sport, Arts and Culture: Northern Cape will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

32. **CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Sport, Arts and Culture: Northern Cape'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 Sport, Arts and Culture: Northern Cape remain proprietary to Department of Sport, Arts and Culture: Northern Cape and must be promptly returned to Department of Sport, Arts and



Culture: Northern Cape 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 Sport, Arts and Culture: Northern Cape'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.

33. Department of Sport, Arts and Culture: Northern Cape PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Sport, Arts and Culture: Northern Cape 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).

34. CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

DSAC publishes tender information on public platforms, consent to share details about bidders is required.

This section sets out how personal information will be collected, used and protected by DSAC, as required by the Protection of Personal Information Act. The use of the words "the individual" for the purposes of this document shall be a reference to any individual communicating with DSAC and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.



34.1 What is personal information?

The personal information that DSAC requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

34.2 What is the purpose of the collection, use and disclosure (the processing) of personal information?

DSAC is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting DSAC initiatives to the relevant stakeholders;
- reporting to National/Provincial Treasury all contracts awarded;
- obtaining information related to Tax Clearance Certificates from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other research reports;
- providing personalized communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above.

Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

34.3 How will DSAC process personal information?

DSAC will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from an agent, work colleague or other duly authorized representative;
- from service providers that were provided with services or goods by the individual; from service providers who provided with services or goods to DSAC;



- from DSAC's own records relating to previous supply of services or goods; and/or from a relevant public or equivalent entity.

34.4 To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (trans border flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of DSAC's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

34.5 Consent and Permission to process personal information:

I hereby agree with the policy and provide authorization to DSAC to process the personal information provided for the purpose stated.

SECTION B: POPI ACT CONSENT FORM

- I understand that withholding of or failure to disclose personal information will result in DSAC being unable to perform its functions and/or any services or benefits I may require from DSAC.
- Where I shared personal information of individuals other than myself with DSAC.
- I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorized to give this consent on their behalf.
- To this end, I indemnify and hold DSAC not responsible in respect of any claims by any other person on whose behalf I have consented; against DSAC should they claim that I was not so authorized.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information,



which may be related to police investigations, litigation or when personal information is publicly available.

- I will not hold DSAC responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.
- Bidders are only requested to obtain information of their own bidding documents and that should be obtained from the Accounting Officer in writing.
- In cases where a bidder wants to have access to other bidders bidding documents they must do so in writing to the bidder/s in questions.

34.6 Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide DSAC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if DSAC agrees to same in writing.
- DSAC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at the Department of Sport, Arts and Culture, to be addressed to the Head of Department.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify DSAC so that our records may be updated. DSAC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual have the right to access their personal information that DSAC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to DSAC,



- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law.

34.7 Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to the Head of Department.
- With any request for access to personal information, DSAC will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

.....

Signature:



35. **AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**DSAC-001-2023**), the Department of Sport, Arts and Culture: Northern Cape 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.



ANNEXURE A2

PRICING SUBMISSION

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **BID: DSAC-001-2023** 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 a paper copy of the Pricing Schedule. It is advisable that the bidder completes the pricing schedule electronically and print it out once completed, and submit as part of the bid proposal.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the template attached ,which is [transactional fee model offsite](#).

2.1.4 Bidders must reference RFP/BID main document section 14.(b) for current travel volumes.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 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 including VAT**.

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ANNEXURE A3: TRANSACTION FEE MODEL OFF-SITE SERVICES

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS

BIDDER NAME

0

The bidders will be evaluated according to pricing and specific goals.

Bidders must indicate the pricing for Year One (1). The excel spreadsheet has been developed for automatically calculate Year 2, Year 3 and the Total Pricing for the Three (3) Years.

Consumer Price Index (CPI) for Year Two (2) is calculated at 4.45% and 4.48% for Year Three (3). It must be noted that if the Current CPI for Year 2 and Year 3 is less/lower than the percentages used as part of the bidding process, the lowest CPI for that specific year will be the determining factor.

It remains the responsibility of the bidder to ensure that the calculations are correct when making use of this template.

The Department of Sport, Arts and Culture will not take responsibility for incorrect calculations and only provided the template to make it easier for the bidders to calculate their final price.

ITEM	Transaction Type	Estimated Number of Transactions Per Year	Transaction fee 2023/2024 (Year 1) (Incl. VAT)		Transaction fee 2024/2025 Year 2 (Incl. VAT)		Transaction fee 2025/2026 Year 3 (Incl. VAT)		Total Price for Three (3) Years (Including VAT)
			Unit Price (Incl VAT)	TOTAL Price (Incl VAT)	Unit Price (Incl VAT)	TOTAL Price (Incl VAT)	Unit Price (Incl VAT)	TOTAL Price (Incl VAT)	
1	Air Travel – International	15	R - -	R - -	R - -	R - -	R - -	R - -	R - -
2	Air Travel – Regional	20	R - -	R - -	R - -	R - -	R - -	R - -	R - -
3	Air Travel – Domestic	295	R - -	R - -	R - -	R - -	R - -	R - -	R - -
4	Air Travel – International (Re-issue)	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
5	Air Travel – Regional (Re-issue)	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
6	Air Travel – Domestic (Re-issue)	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
7	Air Travel – International (Refund)	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
8	Air Travel – Regional (Refund)	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
9	Air Travel – Domestic (Refund)	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
10	Car Rental (With petrol card) All Types – International	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
11	Car Rental (With petrol card) All Types – Regional	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
12	Car Rental (With petrol card) All Types – Domestic	500	R - -	R - -	R - -	R - -	R - -	R - -	R - -
13	Transfers (Point 2 Point) and Shuttle – International	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
14	Transfers (Point 2 Point) and Shuttle – Regional	5	R - -	R - -	R - -	R - -	R - -	R - -	R - -
15	Transfers (Point 2 Point) and Shuttle – Domestic	100	R - -	R - -	R - -	R - -	R - -	R - -	R - -
16	Accommodation – International	19	R - -	R - -	R - -	R - -	R - -	R - -	R - -
17	Accommodation – Regional	15	R - -	R - -	R - -	R - -	R - -	R - -	R - -
18	Accommodation – Domestic	5,000	R - -	R - -	R - -	R - -	R - -	R - -	R - -
	Accommodation Group Bookings – Domestic (101 - 200)	101	R - -	R - -	R - -	R - -	R - -	R - -	R - -
	Accommodation Group Bookings – Domestic (201 - 400)	201	R - -	R - -	R - -	R - -	R - -	R - -	R - -
	Accommodation Group Bookings – Domestic (401 and above)	401	R - -	R - -	R - -	R - -	R - -	R - -	R - -
19	Train bookings – International	10	R - -	R - -	R - -	R - -	R - -	R - -	R - -

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20	Train bookings – Regional	16	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
21	Train bookings – Domestic	75	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
22	En-route catering / take aways (Full Service)	160	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
23	Conferences/Events/Workshops Bookings (Full Service)	20	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
24	Bus/Coach bookings (Government Officials & Non Employees)	15	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
25	Taxis - From 15 Seater upwards	150	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
26	Mini Busses - Semi Luxury 30 Seater upwards	50	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
27	Mini Busses - Luxury 30 Seater upwards	50	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
28	Busses - Semi Luxury 60 Seater upwards	15	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
29	Busses - Luxury 70 Seater upwards	15	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
30	Visa and Passports Assistance (Provision of documents and advice)	25	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
31	Arranging air travel insurance (Domestic & International)	25	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
32	Parking	50	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
33	Travel vaccines and advice	25	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
34	Cancellations (flights, accommodation, car hire, transfers and shuttle etc.)	105	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
35	Changes to bookings (flights, accommodation, car hire, transfers and shuttle etc.)	100	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
36	After Hours Services	250	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
37	Ad-hoc Reports (per report)	12	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
38	Monthly Management Reports	36	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-	R	-
Total		7,901			R	-			R	-			R	-			R	-			R	-
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES			R -																			

I, the undersigned (Full name and surname)

.....

Certify that the information as provided in the table above is true and correct (recalculated), and understood the above document in full.

.....
Signature

.....
Date

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ANNEXURE A4

RFP NO:	DEPARTMENT OF SPORT, ARTS AND CULTURE
RFP NAME:	APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS
BIDDER NAME	0

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 **OFF-SITE** travel management service to the Department of Sport, Arts and Culture at the following total amounts (including VAT)

Template 1: Transaction Fee (Off-Site)

R	-	(incl. VAT)	
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In words:

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. 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 Sport, Arts and Culture. The Department reserves the right to enter into negotiations with the preferred bidders.

We understand that Department of Sport, Arts and Culture 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:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DSAC-001-2023	CLOSING DATE:	06 OCTOBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF FIVE (5) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Northern Cape, Department of Sport, Arts and Culture					
Mervin J Erlank Sport Precinct Building , 24 - 28 Church Street, Florianville					
Kimberley					
8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. F CLARK		CONTACT PERSON	MR. H NIEUWENHUIZEN	
TELEPHONE NUMBER	066 288 7395		TELEPHONE NUMBER	082 605 028	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	fclark@ncpg.gov.za		E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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.					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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 arrangements made by the bidder with any official of the procuring

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.

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people		10		
An EME or QSE which is at least 51% owned by women		5		
An EME or QSE which is at least 51% owned by youth		3		
An EME or QSE which is at least 51% owned by people with disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation

Public Company
 Personal Liability Company
 (Pty) Limited
 Non-Profit Company
 State Owned Company
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of statemay, in addition to any other remedy it may have –
 - (a) disqualify the person from the tenderingprocess;
 - (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 tendereror contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

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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 for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 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	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation 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	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)