social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

Private Bag X 5042, KIMBERLEY, 8301. Latlhi Mabilo Complex, Barkley Road, KIMBERLEY.
Tel (053) 874 9100, Fax (053) 874 9174

Request for proposals:

The appointment of a service provider to develop an integrated anti-poverty strategy for the Northern Cape Province

Reference: Bid NC/SOC/007/2021

Bidders, please take note of the following when submitting your proposals to the Department:

This document consists of three (3) parts, namely,
Part A – Standard bidding documents
Part B – Technical Information
Part C – Financial proposal

Part A and Part B should be included in one sealed envelope and the cover page attached hereto should be attached to this envelope. Bidders should include their technical proposals and all other documents as requested in the bidding document hereto. No information on the financial proposals should be provided in this envelope.

Part C, the financial proposal, should be included in one sealed envelope and the cover page attached hereto should be attached to this envelope.

The two-envelope system will be used to evaluate and adjudicate this bid. Upon closing of the bid, only the first envelope will be opened and bidders will be requested to present their proposals to the functionality committee. Dates will be communicated to the bidders.

Bidders scoring 70% or more on the technical proposals will be subjected to further evaluation on the financial proposal. The envelope containing the financial proposals of only the responsive bidders will be opened at this stage. The financial proposal envelopes of bidders who did not meet the scoring requirements will not be opened and will be returned to the respective bidders.

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REPUBLIC OF SOUTH AFRICA

COVER PAGE:

PART A AND PART B – STANDARD BIDDING DOCUMENTS AND TECHNICAL PROPOSALS.

REQUEST FOR PROPSALS – APPONTMENT OF A SERVICE PROVIDER TO DEVELOP AND ANTI-POVERTY STRATEGY FOR THE NORTHERN CAPE PROVINCE. REF: Bid NC/SOC/007/2021

Bidder Name: ……………………………………………………

Contact Number……………………………………………………

Address:……………………………………………………………

……………………………………………………………………

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Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

COVER PAGE:

PART C – FINANCIAL PROPOSAL.

REQUEST FOR PROPSALS – APPONTMENT OF A SERVICE PROVIDER TO DEVELOP AND ANTI-POVERTY STRATEGY FOR THE NORTHERN CAPE PROVINCE. REF: Bid NC/SOC/007/2021

Bidder Name: ……………………………………………………

Contact Number……………………………………………………

Address:…………………………………………………………

…………………………………………………………………..

…………………………………………………………………..

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Reference: Bid NC/SOC/007/2021

social development

Department:
Social Development
NORTHERN CAPE

REQUEST FOR PROPOSALS
APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AN ANTI-POVERTY STRATEGY FOR THE NORTHERN CAPE PROVINCE
BID REFERENCE: Bid NC/SOC/007/2021

BID NO	NC/SOC/007/2021
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AN ANTI-POVERTY STRATEGY FOR THE NORTHERN CAPE PROVINCE
CLOSING DATE: 17 SEPTEMBER 2021	**CLOSING TIME: 11:00**
POSTAL ADDRESS: Northern Cape Department Social Development Private Bag X5042 **KIMBERLEY** 8300	**TO BE DEPOSITED IN:** **The bid box located at the** **Department of Social Development** **Lathli Mabilo Building** **257 Barkly Road** **Kimberley** **8301**

Clearly mark the Bid envelope with the BID number, title of BID and the name of the company or organisation submitting the bid on the face of the envelope. No faxed or emailed applications will be considered.

Any bids couriered to be deposited in the Department's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered.

A bid posted or couriered (at sender's risk) to the Department, Private Bag X5042, Kimberley, in good time so as to reach the Department before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Department disclaims any responsibility for seeing that such quotes are in fact lodged in the bid box.

VALIDITY PERIOD: AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE

SUMMARY FOR QUOTATION OPENING PURPOSES

Name of supplier.. CSD NO:...

Contact person... Email...

TOTAL BIDDING PRICE (INCLUDING VAT)

Not Applicable - Two-envelope bidding system applies – Pricing proposal should be completed using PART C of the bidding document and should be properly sealed and clearly referenced using the cover page provided. Pricing proposal envelopes will only be opened once the Functionality Committee has considered the technical proposals submitted by the bidders. **Please ensure that no pricing proposals are included in PART A and PART B of this bidding document.** All pricing proposals should only be included in PART C.

CONTACT DETAILS FOR

Any enquiries related to the scope of work should be directed to:
Denver Fourie at 053 807 7705 or 082 956 2999 or dfourie@ncpg.gov.za

Any enquiries related to the Supply Chain Management process should be directed to:
Marcel Ludwick at 053 874 9178 or mludwick@ncpg.gov.za
Lizette Rabie at 053 874 9294 or lrabie@ncpg.gov.za
Please take note that the Supply Chain Management Officials will only be able to respond to queries related to the procurement process. Any enquiries regarding the technical aspects or the scope of work/ terms of reference should be directed to Mr Denver Fourie.
BID DOCUMENTS MAY ALSO BE OBTAINED FROM THESE OFFICIALS

PART A – STANDARD BIDDING DOCUMENTS

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document.

Description of document	Document number	Yes	No
Bid Conditions & Information		☐	☐
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	SBD 1	☐	☐
Current Municipal Certificate / Lease Agreement		☐	☐
Pricing schedule – Professional Services **(Take note this document is included PARTC PRICING PROPOSAL)**	SBD 3.3	☐	☐
Form of Offer & Acceptance **(Take note this document is included PARTC PRICING PROPOSAL)**		☐	☐
Declaration of Interest	SBD 4	☐	☐
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	SBD 6.1	☐	☐
Formal contracts for services **(Take note this document is included PARTC PRICING PROPOSAL)**	SBD 7.1	☐	☐
Declaration of bidder's past supply chain management practices	SBD 8	☐	☐
Certificate of independent bid determination	SBD 9	☐	☐
Authority of Signatory		☐	☐
Latest CSD Certificate		☐	☐
Latest Tax Clearance Certificate		☐	☐
BBEE Certificate		☐	☐
Company Registration Certificate		☐	☐
Identity copies of all owners		☐	☐
Annexure F		☐	☐
General Conditions of contract & Bid Requirements		☐	☐

Please sign on Completion.

....	....	....
NAME OF THE BIDDER	**SIGNATURE**	**DATE**

PART A – STANDARD BIDDING DOCUMENTS

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Northern Cape Department of Social Development that his/her bid has been accepted.

2 Completion of Bid Documents

(a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.

(b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

(a) ***A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.***

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of bid

(a) The bid must be deposited into our bid box located the following: address on the 17 September 2021 by 11:00 PM:
Department of Social Development
Lathli Mabilo Building
257 Barkly Road
Kimberley
8301

(b) Bidders must please take note that this bid will be evaluated and adjudicated using the two-envelope system. As such Bidders must please ensure that PART A and PART B of this document is placed in a separate envelope, properly sealed and the Technical proposal cover page provided with this bidding document is pasted on the front cover of the envelope and duly competed.

© The financial proposal PART C of this bidding document must be placed in a separate envelope, properly sealed, and the cover page for the financial proposal provided with this document must be pasted on the cover of the envelope, duly completed in order to identify the bidder.

(d) Only PART A and PART B envelopes will be opened upon closing of the bid and PART C will be maintained in a secure environment until the functionality committee has finalised it shortlisted bidders. Only at this stage will the financial proposals of the shortlisted candidates be opened and will then be forwarded to the Bid Evaluation Committee where the pricing and points will be considered, amongst other criteria.

6 Opening, Recording and Publications of Bids Received.

Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.

Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

a. ***A valid original Tax Clearance Certificate/PIN must accompany the bid documents.***
b. ***Bids not supported by a valid original Tax Clearance Certificate/PIN, as an attachment to the bid documents will be invalidated.***

c. ***In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate.***

8 **Evaluation of Bids**
Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

9 **Acceptance or Rejection of a Bids**
The Northern Cape Department of Social Development reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Northern Cape Department of Social Development does not bind itself to accepting the lowest bid.

10 **Registration on Accredited Supplier Database**
It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at the Northern Cape Department of Social Development SCM Department. The Northern Cape Department of Social Development reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 **Site Briefing**

A briefing session will be held on Friday 27 August 2021 at 10:00 via MS Teams. Interested bidders should register their details by forwarding an email to thammer@ncpg.gov.za on or before 26 August 2021. Details should include, name and surname, Company name, email address and cellular phone number. The Department will share the link with interested bidders through e-mail correspondence upon request for documents.

12 **Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13 **Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

14 **Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.

15 **Expenses Incurred in Preparation of Bid**
The Northern Cape Department of Social Development shall not be liable for any expenses incurred in the preparation and submission of the bid.

16 **Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Northern Cape Department of Social Development may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract.

17 **Validity Period**

Bids shall remain valid for 90 days after the bid closure date.

18 **General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19 ***Municipal Rates, Taxes and Charges***
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates

and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.

20 Contact with the Department after Bid Closure Date

Bidders shall not contact the Northern Cape Department of Social Development on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Northern Cape Department of Social Development, it should do so in writing to the Department. Any effort by the firm to influence the Department in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

21 BBBEE Supplier Bid Declaration

Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.

PART A – STANDARD BIDDING DOCUMENTS

SBD 1 PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID	NC/SOC/007/2021	CLOSING DATE:	17 SEPTEMBER 2021	CLOSING TIME:	11:00
DESCRIPTIO	The appointment of a service provider to develop an integrated anti-poverty strategy for the Northern Cape Province				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					

BID RESPONSE DOCUMENTS MAY BE

Deposited into our Bid Box located at:
Northern Cape Department of Social Development
Lathli Mabilo Building
257 Barkly Road, Kimberley, 8301

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION					
COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS**	Yes No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No
TOTAL NUMBER OF ITEMS OFFERED				**TOTAL BID PRICE**	**PLEASE DO NOT COMPLETE THIS PRICING SECTION**
SIGNATURE OF BIDDER				**DATE**	
CAPACITY UNDER WHICH THIS BID IS					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	RESEARCH AND DEVELOPMENT
CONTACT PERSON	MARCEL LUDWICK	DENVER FOURIE
TELEPHONE NUMBER	072 146 5295	082 956 299
FACSIMILE NUMBER	n/a	N/A
E-MAIL ADDRESS	marcelludwick@gmail.com mludwick@ncpg.gov.za	dfourie@ncpg.gov.za

I

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ....

2.2 Identity Number: ....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ....

2.4 Company Registration Number: ....

2.5 Tax Reference Number: ....

2.6 VAT Registration Number: ....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ………………………………………
Name of state institution at which you or the person connected to the bidder is employed : ………………………………………
Position occupied in the state institution: ………………………………………

Any other particulars:
………………………………………………………………
………………………………………………………………
………………………………………………………………

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

<u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>

2.7.2.2 If no, furnish reasons for non-submission of such proof:

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
………………………………………………………………
………………………………………………………………
………………………………………………………………

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………………… ……………………………………………………
Signature Date

……………………………………… ……………………………………………………
Position Name of bidder

|

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

-

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

5. **BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

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

(*Tick applicable box*)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:……………………………………………………………………………

8.2 VAT registration number:……………………………………………………………………

8.3 Company registration number:……………………………………………………………

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
………

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES	
1. …………………………………………	…………………………………………
	SIGNATURE(S) OF BIDDERS(S)
2. …………………………………………	DATE: …………………………………………
	ADDRESS …………………………………………
	…………………………………………
	…………………………………………

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………………………… ……………………………

Signature **Date**

……………………………………………… ……………………………

Position **Name of Bidder**

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] 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.

SBD 9

10. 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.

…………………………………………………	…………………………………
Signature	Date
…………………………………………………	…………………………………
Position	Name of Bidder

Js914w 2

PART A – STANDARD BIDDING DOCUMENTS

Government Procurement
General Conditions of Contract

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions Applicable to government bids, contracts and orders; and
(ii) Ensure that clients are familiar with the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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. 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. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7. "Day" means calendar day.

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

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

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

1.11. 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. 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. 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. 1.14 "GCC" means the General Conditions of Contract.

1.15. 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. 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. 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. 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. 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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

1.21. 1.21 "Purchaser" means the organization purchasing the goods.

1.22. 1.22 "Republic" means the Republic of South Africa.

1.23. 1.23 "SCC" means the Special Conditions of Contract.

1.24. 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. 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. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General.

3.1. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 8.1. All pre-bidding testing will be for the account of the bidder.

8.2. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance.

11.1. 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. 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. 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. 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. 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. 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. 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. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. 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. 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. 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

16.3. 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. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1. 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. 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. 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. 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. 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. 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. 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. 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. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. 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. 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. 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. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to imposea 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. 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 he intended penalty as not objected against and may impose it on the supplier.

23.5. 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. 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:

23.7. (i) The name and address of the supplier and / or person restricted by the purchaser;

23.8. (ii) The date of commencement of the restriction

23.9. (iii) The period of restriction; and

23.10. (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.

23.11. 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. 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailingvduties 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. 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. 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. 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. 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. 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. 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. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. 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. 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 incontract, 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 thecost of repairing or replacing defective equipment.

29. Governing language

29.1. 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. 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices.

31.1. 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. 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. 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. 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. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. 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. 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. 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. 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 contraqctor(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.

social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

Private Bag X 5042, KIMBERLEY, 8301. Latlhi Mabilo Complex, Barkley Road, KIMBERLEY.
Tel (053) 874 9100, Fax (053) 874 9174

Request for Proposals (RFP)

The appointment of a service provider to develop an integrated anti-poverty strategy for the Northern Cape Province

RFP Reference: Bid NC/SOC/007/2021

Date of issue	Sunday 22 August 2021
Closing date	Friday 17 September 2021
Date of Site Meeting	Friday 27 August 2021
Enquiries	**Technical enquiries or matters related to the scope of work may be directed to:** Denver Fourie Contact No: 082 956 299 Email: dfourie@ncpg.gov.za **Enquiries regarding the SCM process may be directed to:** Marcel Ludwick Contact No: 053 874 9178 Email: mludwick@ncpg.gov.za or marcelludwick@gmail.com
Category	Appointment of professional consultants

PART B – TECHNICAL PROPOSAL

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PART B – TECHNICAL PROPOSAL

SECTION A – TECHNICAL INFORMATION

1. Introduction

Despite a range of pro-poor policy interventions, in terms of free basic services, e.g. primary health care, basic municipal services, cash transfers, e.g. social grants, unemployment insurance and free education, poverty has persisted at an unprecedented rate in the Northern Cape Province. According to the General Household Survey (2019), 12.2% of the Northern Cape households had severely inadequate access to food, almost double that of the country's average (6.3%). Additionally, 16.2% of households indicated that their access to food was inadequate.

The National Development Plan (Vision 2030) accords employment as the best form of social protection. However, according to the Quarterly Labour Force Survey, Quarter 1: 2021, only 313 000 people of the economically active population group, are reported to be employed in the Northern Cape. The province has an unemployment rate of 23.4% (official definition) which represents a decrease from 28.7% if compared to Quarter 4 of 2020.

The Province has a high rate of young people between the ages of 15-34 who are not in employment, education, or in training (classified as NEETs) at 47.7% (Statistics South Africa's Quarterly Labour Force Survey (Q1: 2021). This rate increased by 3.7 percentage points year-on-year. Of the total population of 1 303 047 people (Mid-year Population Estimates, 2021), 502 725 people were grant beneficiaries as at end December 2020 (excluding the 132 508 SRD grant beneficiaries). The General Household Survey, 2019 indicates that 33.5% of the population and 55.9% of households, are dependent on social grants for survival (GHS, 2019, Stats SA).

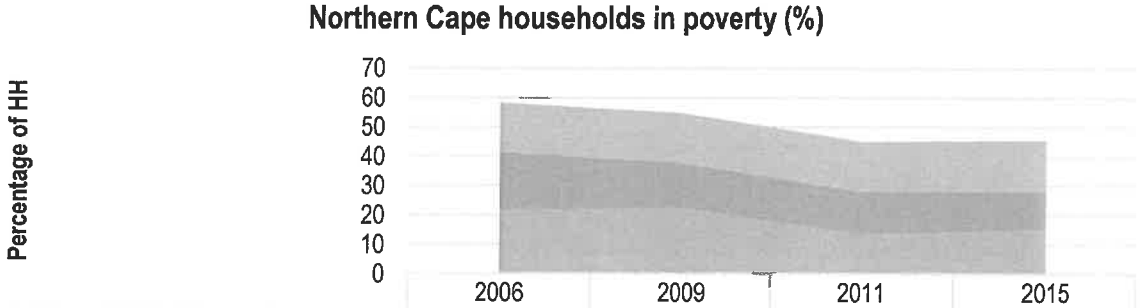
Part of the reason for the high levels of unemployment and food insecurity is due to the lack of integration across the spheres of government as it relates to social protection and investment interventions. Hence the need for a Northern Cape Multi-Pronged Integrated Anti-Poverty Strategy that guides all anti-poverty interventions across the spheres of government in the province, to ensure the provision of comprehensive, targeted and coordinated interventions focussing on the poorest of the poor and most vulnerable.

2. Background information

Approximately 13.8 million people (25.2%) living in South Africa were extremely poor in 2016. The proportion of the South African population living below the international poverty line of US$1.9 per day decreased from 25.4% in 2006 to 18.8% in 2015; with a declining trend over a 10-year period, even though there are fluctuations showing a regress during 2006 and 2011, with 2009 recording the highest proportion (26.3%) of people living below the international poverty line of US$1.9 per day.
In 2015, 45.6% of Northern Cape households were living in poverty, and of these, 27.9% were extremely poor. The Northern Cape experienced a decline in households living in poverty from 58.3% in 2006 to 45.2% in 2011, thereafter the proportion of households living in poverty increased to 45.6% in 2015. In 2006, 41.3% of the province's households lived in extreme poverty. By 2011, the percentage declined to 27.9% and remained stable, although the percentage of households experiencing food poverty increased from 13.6% in 2011 to 15.5% in 2015. 3

It is not clear what caused either the increase or decrease in the number of households living in poverty. Truth be told, the decrease or increase in the number of households living in poverty cannot objectively be attributed to government interventions and the impact thereof, hence the fluctuation with no clear causal link to government interventions, or the lack thereof.

Figure: Proportion of Northern Cape households living below the three poverty lines 2006-2015



	2006	2009	2011	2015
Upper-bound poverty level (R992 per person pm)	58,3	54,8	45,2	45,6
Lower-bound poverty level (R647 per person pm)	41,3	37,6	27,9	27,9
Food poverty level (R441 per person pm)	21,7	22,6	13,6	15,5

The number of people / households experiencing chronic poverty has remained high, (nearly half (49%) of the population experience high levels of chronic poverty). Government interventions are meant to address both transient poverty (short term, temporary or seasonal poverty) as well as chronic poverty, which is long-term or structural. Therefore, apart from the 49% of people of households experiencing chronic poverty, a further 27% of the population can be divided into two segments:
(i) those with an above-average chance of falling into poverty (referred to as the 'transient poor') and
(ii) the non-poor, who are vulnerable nevertheless because they face above average risks of slipping into poverty.
In 2016, 6.6% of Northern Cape households were experiencing multi-dimensional poverty, compared to 11.3% in 2001. This represented a decline if compared with 2001, were the Northern Cape had the third lowest level of people experiencing multidimensional poverty in the country at 11.3%, slipping into the fourth position in 2016 at 6.6%. What happened during this period that accounts for the decrease from 2001 to 2016 and what happened beyond 2016? Unfortunately, there is a lack in terms of the provision of timely data to fully appreciate, both the extent of poverty and the impact of government interventions on poverty. Furthermore, the lack of coordination and integration across the spheres of government and private sector is a challenge. The Municipal Indigent Database is not based on a provincially defined poverty line, therefore an indigent household in one municipal area might not qualify to be indigent in another municipal area in the same province.

The absence of a well-defined social protection floor, coupled with the lack of an integrated information management system that allows government to assess and quantify its social wage is a challenge. To date, there is no real-time data available that would enable government to track its interventions based on who is poor, where are they, what are they entitled to and who is responsible for it? The sample-based approach of Statistics South Africa in terms of measuring poverty might give government a sense of how many people are poor as a percentage, but it does not enable government to effectively and efficiently intervene because of two reasons:

1. The sample does not in all material aspects represent the entire population, because the fact that three (3) out of ten (10) people indicated that they had insufficient access to food does not necessarily mean that 30% of the people had insufficient access to food.
2. Assuming that 30% of the people / households had insufficient access to food, who are they? where are they? what are the common threads present in that population?

These are but some of the challenges that has bedevilled the efficacy of government interventions and minimised their effectiveness. Apart from the absence of a well-defined theory of change outlining the multiple pathways to address poverty, with explicit assumptions in terms of envisaged outcomes and impact which will make the evaluation of government interventions more objective to determine the relevance of such.

3. Defining poverty

"Poverty is understood as deficiency in an individual's socio-economic capabilities. Its manifestations include factors such as income, access to basic services, access to assets, information, social networks or social capital. This broad approach to poverty allows for engagement with the reality of poverty and the combination of things that should be done to deal with it" (Anti-poverty Strategy Discussion Document: 4)

- Therefore, given the complexity of poverty, Stats SA employs an internationally recognised approach - the cost-of-basic-needs approach - to produce three poverty lines, namely the food poverty line (FPL), the lower-bound poverty line (LBPL), and the upper-bound poverty line (UBPL).
- Food poverty line - R585 (in April 2020 prices) per person per month. This refers to the amount of money that an individual will need to afford the minimum required daily energy intake. This is also commonly referred to as the "extreme" poverty line;
- Lower-bound poverty line - R840 (in April 2020 prices) per person per month. This refers to the food poverty line plus the average amount derived from non-food items of households whose total expenditure is equal to the food poverty line; and
- Upper-bound poverty line - R1 268 (in April 2020 prices) per person per month. This refers to the food poverty line plus the average amount derived from non-food items of households whose food expenditure is equal to the food poverty line.

Given the multi-dimensionality of poverty, the importance to define poverty in the context of the Northern Cape cannot be over-emphasised if interventions are to be measured in terms of their impact on poverty alleviation. Hence the need for a provincial specific definition of poverty to be employed across the spheres of government to enable the Provincial Administration to quantify who is poor and to develop a framework to monitor interventions and their impact based on a clearly defined theory of change with explicit assumptions.

4. Purpose

The purpose is to appoint a Service Provider to assist the Northern Cape Province to develop a Multi-Pronged Integrated Anti-Poverty Strategy that is centrally coordinated, integrated across government spheres of government, monitored and aligned to the Provincial Growth and Development Plan (PGDP, latest 2020 version) the Provincial Spatial Development Framework (PSDF, latest 2020 version), as well as the District Development Model. In the process of development of the Integrated Anti-Poverty Strategy there should be engagements with District IGRs, the NGO sector, the private sector, existing planning fora and all relevant stakeholders.

PART B – TECHNICAL PROPOSAL

5. Scope of work

In facilitating the development of an Integrated Anti-Poverty Strategy that addresses poverty in all its dimensions and is aligned to the Northern Cape Vision of building a Modern, Growing and Successful Province, technical expertise is required from a service provider to execute the following activities:

- Conduct a thorough analysis (situational analysis) in terms of poverty in the province, current interventions, constraints and gaps and based on the aforesaid;
- Develop an Integrated Anti-Poverty Strategy with clear Indicators that is informed by and implemented by all relevant provincial stakeholders and strengthens government's social protection programme through the consolidation and integration of government interventions to ensure a move towards a more integrated social protection system including economic support;
- Develop a monitoring and evaluation framework to track, monitor and evaluate proposed interventions outlined in the Strategy; and
- Cost the implementation of the Integrated Anti-Poverty Strategy;

It will be expected of the Service Providers to participate in all Anti-Poverty Strategy coordination structures on political, administrative and oversight levels, comprising of all relevant stakeholders (convened by the Office of the Premier) and coordinate and facilitate engagements with different stakeholders across the province as part of information gathering process in terms of the development of the Strategy.

Consequently, the Service Provider will have to travel extensively given the fact that the Northern Cape has the largest landmass of any province in South Africa but is very sparsely populated, which presents unique challenges for the development of such a Strategy and is inclusive in terms of broad-based participation.

The Integrated Anti-Poverty Strategy should:

- Identify the poorest communities in the Northern Cape based on a mutually agreed upon criteria in terms of social infrastructure;
- Develop a consolidated indigent household database, based on a mutually agreed upon criteria;
- Develop the range of interventions such households would qualify for and the departments and agencies responsible for such interventions;
- Identify interventions over a short-term, medium-term as well as long-term to ensure a phased-in approach towards addressing poverty over a period of time;
- Define a provincial poverty line/measure to be used in terms of identifying who is poor, and where they are located;
- Strengthening of referral mechanisms and reporting of such households in line with the targets as per the Anti-Poverty Strategy;
- Be centrally coordinated and monitored from the Office of the Premier;
- Be integrated across government spheres;
- Consolidate all government interventions in terms of social protection;
- Have a clear programme of action with measurable goals, targets and timelines to ensure proper accountability and monitoring and evaluation of such interventions in terms of their impact;
- Strengthen public-private-partnership in terms of government's anti-poverty strategy; and

- Have as an outcome an Integrated Information Management Systems that makes provision for Dashboard functionally, that is aligned to the Cluster and Executive Council reporting systems and that incorporates integrated planning (APPs and IDPs) across departments, allows for budgeting, implementation coordination, M & E, real time reporting, rapid assessments, early detection and the tracking of individuals and households;

6. Key deliverables

- Service Provider to follow a phased-approach to strategy development that includes, but not limited to:
  - A detailed, comprehensive Inception Report outlining his / her understanding of the assignment, key project milestones and deliverables, processes and procedures for the development of an Integrated Anti-Poverty Strategy
  - Status Quo Analysis and approach to data collection
  - Poverty Line, Indigent Household Database and Criteria for inclusion (or exclusion)
  - Interventions and Mechanisms
  - Sector engagements and sub-strategies development
  - Implementation Plan/Programme of Action
  - Draft Anti-Poverty Strategy
  - Integrated Information Management System (optional)
  - Capacity building of implementation and maintenance team(s)
  - Project Close-out
- The service provider would be expected to submit a final consolidated report consisting of the following: An Integrated Anti-Poverty Strategy document that speak to amongst others:
  - All maps contained in the Integrated Anti-Poverty Strategy;
  - All textual/written/word-based documents;
  - All electronic image files (JPGE, windows Bitmap, GIF etc);
  - All statistic and data used in the report in Excel format;
  - All spatial information used in GIS compatible format;
  - The Integrated Anti-Poverty Strategy must clearly be aligned with Northern Cape Provincial Growth and Development Plan as well as the Provincial Spatial Development Framework and the District Development Model;
  - A clear project implementation plan showing potential intervention, number of interventions, responsibilities, time-frames and budgets where applicable; and
  - A Gantt Chart/Log Frame, mapping out the processes, as part of the service provider's methodology.
- The Integrated Anti-Poverty Strategy must clearly be aligned with Northern Cape Provincial Growth and Development Plan as well as the Northern Cape Provincial Spatial Development Framework;
- A clear project implementation plan showing potential intervention, number of interventions, responsibilities, time-frames and budgets where applicable; and
- A Gantt Chart/Log Frame, mapping out the processes, as part of the service provider's methodology.

Phase-approach to the development of the Integrated Anti-Poverty Strategy

PART B – TECHNICAL PROPOSAL

Phases	Deliverables	Timeframes	Cost Per Phase
Phase 1: • A Detailed Inception Report and Communication Plan	• Final Report including Project Plan • Consultation Plan and: • SLA	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 2: • Status quo analysis and data collection methodology • Poverty Line, Indigent Household Database and Criteria for inclusion (or exclusion)	• Stakeholder engagements • Data Collection and analysis report • Poverty Line • Indigent Household Database and Criteria	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 3: • Range of Interventions and Mechanisms • Development of sub-strategies	• Interventions and Mechanisms • Sector engagements	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 4: • Draft Anti-Poverty Strategy • Integrate Information Management System Implementation • Plan/Programme of Action	• Implementation Plan / Programme of Action and Budget • Draft Anti-Poverty Strategy and integrate Information Management System • Presentation to all relevant provincial stakeholders	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 5: • Project Close-out	• Printed & Electronic Strategy and Data Handover • Capacity building of implementation and maintenance team(s)		Indicate % cost per phase

***** The appointed service provider will submit to the Project Steering Committee a report at the conclusion of every phase to allow the Project Steering Committee to validate deliverables and appraise the Reference Task Team and all other relevant stakeholders.**

7. Key strategies to address poverty in the Northern Cape

Given the above, critical interventions to be considered in terms of the Integrated Anti-Poverty Strategy for the Northern Cape should include:

- Creation of economic opportunities - aimed at ensuring that the economy generates opportunities for poor households to earn improved incomes through jobs or self-employment.

- Investment in human capital - providing health care, education and training needed to engage with the economy and in political processes.

- Income security – providing safety nets for the most vulnerable, primarily through social grants. This to ensure that vulnerability associated with disability, age and illness does not plunge poor households into destitution.

- Basic services and other non-financial transfers - what have been termed a social wage, consisting of services such as subsidised housing, and expanded access to water, electricity, refuse removal and sanitation; as well as a raft of minimum free basic services for vulnerable sectors of the population. Inability to pay for basic services should not prevent the poor from accessing these services altogether.

- Improving healthcare - ensuring that poor children grow up healthy, providing quality and efficient preventative and curative care, and ensuring that illness or disability do not plunge poor households into destitution.

- Access to assets - particularly housing, land and capital, including public infrastructure, both to improve economic and social security and to provide the basis for economic engagement in the longer run.

- Social inclusion and social capital initiatives - combining programmes to ensure a more inclusive and integrated society, based on the development of more integrated structures and engagements across class and race, as well as community solidarity in communities and society as a whole. The focus is also on strengthening social capital, especially for the poor to expand their networks and ensure they have access to information.

- Break the "curse of generational poverty" - put in place measures to end the vicious cycle of poverty

- Environmental sustainability - requiring strategies and programmes that help link increasing economic opportunities for the poor to the protection and rehabilitation of ecosystems, reversing environmental degradation and promoting eco-tourism.

- Youth Development - the Northern Cape Province has a young population and the Integrated Anti-Poverty Strategy must have a strong youth focus.

- Food Security - the Northern Cape recorded the 2nd lowest proportion of households that had adequate access to food (71.5%). This means that in the Northern Cape 28.5% of households go hungry and have inadequate access to food. The Integrated Anti-Poverty Strategy must therefore address issues of food security in the Province.

PART B – TECHNICAL PROPOSAL

8. Proposal and Mandatory Requirements

The service provider must submit a written proposal with:

- Human Resources to be used in completing the project successfully and relevant qualifications, with detailed CVs of the Project Team;

- Documented proof of experience in designing and developing implementable anti-poverty or related strategies;

- Demonstration of capacity to complete the project within the specified timeframes – understanding the dynamics of the Province;

- Team leader must have project management experience and have a minimum of ten (10) years' experience and expertise in managing and coordinating a multi -disciplinary project;

- Team leader must have successfully managed minimum of 2 Similar projects (Anti-poverty etc.) in the past 5 years;

- Composition of technical team to be utilized in the execution of the project consist of the below professions: Social Science, Town Planning, etc. Attach copies of qualifications and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken:
  - Social Science, Town Planning, Economist: Degree in Economics or Development Economics/Urban Economics, Professional Geographic Information Specialist

- Clear approach and methodology of how the project deliverables will be executed clearly demonstrated in the following:
  - Findings of a technical assessment to inform implementation;
  - A project plan and proposal with clear timelines and milestones (Gantt chart); demonstrating an integrated approach (include plans for all districts within the province and details on why and how these issues will be addressed;
  - Mapping out the approach to the development of the stakeholders' engagements;
  - Clear linkages and alignment between the and the Development of the Provincial Anti-Poverty Strategy and the Provincial Growth and Development Plan Vision 2040, Provincial Spatial Development Framework and local socio-economic priorities

- Proficiency in languages spoken in the Northern Cape Province;

- A Capacity Building Plan Indicating Service Provider's plan to build capacity in the Northern Cape Province to facilitate implementation and maintenance; and

- Latest CSD Report, Latest Tax Compliance Pin, B-BBEE certifications, company profile, and at least three (3) contactable references/ referral letters.

9. Timeframe

The design of the Integrated Anti-Poverty Strategy should be done for a period of 12 months from the 1st November 2021 - 31th October 2022 in Kimberley. A final electronic Anti-Poverty Strategy framework, report and supporting documentation should be submitted at contract termination and presented to the Office of the Premier.

PART B – TECHNICAL PROPOSAL

10. Project Management

A compulsory discussion on the project plan, the deliverables and payment will be scheduled with the service provider at the beginning of the assignment. The onus will be on the service provider to be available for such a meeting.

11. Place of assignment

Northern Cape, as Service Provider will be required to travel across the province, but the head office will be Kimberley.

12. Reporting

The service provider will enter into contract with the Department of Social development and will be reporting to the Director: Strategic Management Services.

13. Invitation for proposal

Proposals are hereby invited for the development of an integrated anti-poverty strategy for the Northern Cape Province.

To eliminate ambiguity, bidders are to interpret the meaning of technical requirements using the keywords; "must", "must not", "required", "shall", "shall not", "should", "should not", "recommended", "may", and "optional", as defined by the IETF RFC (Request For Comments) document designated as RFC2119.

14. Proposal specification

14.1. DSD requests bidders to develop an integrated anti-poverty strategy for the Northern Cape as stated in the technical requirements document, PART B.

14.2. Bidders must provide a schedule with timelines for the delivery of the strategy.

14.3. Structure of this RFP:

14.3.1. This document consists of a main RFP document and three (3) Annexures. i.e.
PART A – Standard Bidding Documents,
PART B – Technical Proposal,
PART C – Pricing Schedule.

14.3.2. Bidders must provide all the documentation requested in the main RFP once only. The Technical and Price responses must not be included in the main RFP, but in respective Technical and pricing matrices.

14.3.3. Bidders must provide the DSD with a fully integrated anti-poverty strategy that can be implemented in the Northern Cape.

14.3.4. Monthly monitoring meetings will be held with the successful bidder whereby the implementation progress of the project plan will be reviewed. The bidder may be subjected to penalties where gross negligence of the implementation of the plan is identified. These penalties will be clearly stated in the SLA concluded with the successful bidder.

PART B – TECHNICAL PROPOSAL

15. Functional evaluation criteria

15.1. The bidder must complete the technical compliance matrix which is a mandatory submission and is found in Annexure A. The technical compliance matrix will facilitate the technical evaluation of the proposed solution. Responsive bidders will be required to conduct presentations of their technical proposals to the Department through a virtual meeting at a date and time agreed upon. During this session bidders will be assessed for functionality by the Department following the criteria as contained in the bidding document. A bidder that scores less than 70% in respect of "functionality" will be regarded as non-responsive and will be disqualified and will be not be evaluated further, i.e., for price and BBBEE. Functionality criteria is contained in the bid document.

15.2. Technical requirements

15.2.1. The bidder must respond to the specific technical requirements of the project as detailed in Annexure A - Technical Requirements.
15.2.2. Proposals with technical points of less than the predetermined minimum overall percentage of 70% and a score of 0 on any individual criteria as stated in the Technical Compliance Matrix spreadsheet (Annexure A) will be eliminated from further evaluation.
15.2.3. The evaluation of the technical detail of the proposal will be based on the following criteria in the table below. All criteria will be weighted equally, with a possible score of 0, 5 or 10 in each category, based on non-compliance, partial compliance or full compliance with the specific criterion.
15.2.4. Refer to Annexure A for the scoring sheet that will be used to evaluate technical compliance.

16. Elimination criteria

Proposals will be eliminated under the following conditions:

- Submission after the deadline;
- Proposals submitted at incorrect email address;
- Failure to submit signed declaration form;
- Failure to submit SBD1 form;
- Failure to complete the Technical Compliance Matrix; and
- Failure to complete the Pricing Matrix.

17. National Treasury Central Supplier Database (CSD) Registration

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: www.csd.gov.za;
- provide the DSD of their CSD registration number; and
- provide the DSD with a certified copy of their B-BBEE certificate. If no certificate can be provided, no points will be scored during the evaluation process. (RSA suppliers only)

PART B – TECHNICAL PROPOSAL

SECTION B – TERMS AND CONDITIONS

18. Proposal submission

All tender submission is to be placed in the tender box located at DSD Provincial Office, Latlhi Mabilo Complex, Barkley Road, Kimberley on or before the closing date and time. No late, faxed or emailed bids will be considered. Due to the Covid-19 pandemic, bids will not be read out in public, instead a register of all bids received will be published on the provincial government website within 2 days after the closure of the bid. The website can be accessed at http://premier.ncpg.gov.za/index.php/careers-60/tender

18.1. Proposals are to be clearly marked with the RFP number and bid description.

18.2. Proposals must consist of three parts, each of which is submitted in a separate envelope package clearly marked with the RFP Number and the description of the tender:

- **PART A: General Terms, Conditions and Documentation (Standard Bidding Documents): Bid NC/SOC/007/2021**
- **PART B: Technical Proposals, Bid NC/SOC/007/2021**
- **PART C: Pricing Proposals: Bid NC/SOC/007/2021**

Each envelope must be properly sealed and a cover page must be included thereon, specifying the Bid reference number, description of the bid, name of the bidder and clearly specifying parts 1 to 3 for each envelope.

18.3. The detail requirements for each link are provided in each of the project's technical requirements document.

18.4. Proposals submitted by companies must be signed by a person or persons duly authorised.

18.5. The DSD will award the contract to qualified bidder(s) whose proposal is determined to be the most advantageous to the DSD, taking into consideration the technical solution, price and B-BBEE.

19. Tender programme

The tender programme, as currently envisaged, incorporates the following key dates:

Issue of tender documents:	Sunday 22 August 2021
Briefing session:	Friday 27 August 2021
Closing / submission Date:	Friday 17 September 2021
Estimate appointment date of successful bidder:	01 November 2021
Estimated contract duration	12 months

20. Deadline for submissions

Proposals shall be submitted to the tender box no later than the closing date of **Friday, 17 September 2021 by 11h00.**

Where a proposal is not received by the DSD by the due date and upon opening of the tender box, it will be regarded as a late tender. Late, faxed or emailed tenders will not be considered.

21. Awarding of tenders

Awarding of tenders will be published on the National Treasury e-tender portal, government tender bulletin and DSD website. Regret letters will be forwarded to unsuccessful bidders.

22. Evaluation process

22.1. Evaluation of proposals

All proposals will be evaluated for technical capability, price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, the DSD will approve the awarding of the contract to successful bidder.

A two-phase evaluation process will be followed.

- The first phase includes the evaluation of the elimination criteria and technical criteria.
- The second phase includes the evaluation of price and B-BBEE status.

Pricing Proposals will only be considered after technical capability phase has been evaluated and accepted. Only proposals that achieved the specified minimum qualification scores for technical capability will be evaluated further using the preference points system.

Only envelopes containing the technical proposals will be opened and bidders will be requested to present their proposals to the functionality committee. Envelopes containing the pricing proposals will remain sealed. The pricing proposals of only the bidders who met the functionality criteria will be opened for further evaluation.

22.2. Preference point system

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

23. Appointment of a service provider

23.1. The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

23.2. Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement DSD reserves the right to appoint an alternative service provider.

24. Enquiries and contact with the DSD

Any enquiry regarding this RFP shall be submitted in writing to DSD at dfourie@ncpg.gov.za or mludwick@ncpg.gov.za with "Bid NC/SOC/007/2021 as the subject.

Any other contact with DSD personnel involved in this tender is not permitted during the RFP process other than as required through existing service arrangements or as requested by the DSD as part of the RFP process.

25. Medium of communication

All documentation submitted in response to this RFP must be in English.

26. Verification of documents

26.1. Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the DSD in regard to anything arising from the fact that pages are missing or duplicated.

26.2. Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.

27. Sub-contracting

27.1. A bidder will not be awarded points for B-BBEE status level if it is indicated in the tender docum1ents that such a bidder 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 bidder qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.

27.2. A bidder 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 exempted micro enterprise that has the capability and ability to execute the sub-contract.

28. Additional terms and conditions

28.1. A bidder shall not assume that information and/or documents supplied to DSD, at any time prior to this request, are still available to DSD, and shall consequently not make any reference to such information document in its response to this request.

28.2. Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.

28.3. In case of a proposal from a joint venture, the following must be submitted together with the proposal:

- Joint venture Agreement including split of work signed by both parties;
- The original or certified copy of the B-BBEE certificate of the joint venture;
- Proof of ownership/shareholder certificates/copies; and
- Company registration certificate

28.4. An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.

28.5. Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

28.6. During Contracting, the DSD will negotiate with the highest scoring bidder to convert any Partial Compliance Scores that they have received in their tender response to become fully compliant. This is done to ensure that the bidder fully complies with all of the DSD's requirements. Furthermore, this will be done at no additional cost to the DSD.

28.7. This bid will be subject to the general conditions of contract as issued by National Treasury as well as the special conditions of contract included within this document.

29. DSD reserves the right to:

- Extend the closing date;
- Verify any information contained in a proposal;
- Request documentary proof regarding any tendering issue;
- Give preference to locally manufactured goods;
- Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- Award this RFP as a whole or in part to a single bidder or multiple bidders;
- Cancel or withdraw this RFP as a whole or in part.

30. Disclaimer

This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The DSD makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the DSD shall have no liability towards the bidder or any other party in connection therewith.

PART B – TECHNICAL PROPOSAL

31. Declaration by bidder

Only bidders who completed the declaration below will be considered for evaluation.

RFP No: Bid NC/SOC/007/2021
I hereby undertake to render services described in the attached tendering documents to DSD in accordance with the requirements and task directives / proposal specifications stipulated in Bid NC/SOC/007/2021 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the DSD during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with regards to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal 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.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other proposal.

I accept that the DSD may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) ....

CAPACITY ....

SIGNATURE ....

NAME OF FIRM ....

DATE ....

WITNESSES

....

....

DATE ....

ANNEXURE A – TO PART B – FUNCTIONALITY CRITERIA

<table>
<tr><th>CRITERIA</th><th>ANTI-POVERTY STRATEGY - GUIDELINES FOR CRITERIA APPLICATION
JUNE 2021</th><th>SCORE</th><th colspan="2">WEIGHT</th></tr>
<tr><td rowspan="6">1. Ability

• Infrastructure
• Capacity</td><td colspan="4">Human Resources to be used in completing the project successfully and relevant qualifications, (CV required)</td></tr>
<tr><td>Demonstrate availability of resources to deliver on the project timeously.
a) The proposed team exceeds the skills requirements Excellent (score 5)
b) The proposed team meets all of the skills requirements. Very Good (score 4)
c) The proposed team meets most of the skills requirements. Good (score 3)
d) The proposed team meets few of the skills requirements. Average (score 2)
e) The proposed team does not meet the skills requirement. Poor (score 1)</td><td></td><td>10</td><td rowspan="5">30</td></tr>
<tr><td colspan="3">Availability to start immediately and carry out the progress on a sustained basis until completion, within the stipulated timeframe; Availability of technical and material support to undertake this project.</td></tr>
<tr><td>a) Clear indication of actual roles and responsibilities with verifiable proof.Excellent (score 5)
b) Indication of actual roles and responsibilities with verifiable proof. Very Good (score 4)
c) Indication of actual roles and responsibilities with verifiable proof. Good (score 3)
d) Indication of actual roles and responsibilities with verifiable proof. Average (score 2)
e) Indication of actual roles and responsibilities poor presented without verifiable proof. Poor (score 1)</td><td></td><td>10</td></tr>
<tr><td colspan="3">The capacity to complete the project within the specified timeframes –understanding the dynamics of the Province</td></tr>
<tr><td>a) Comprehensive preliminary research conducted and provincial dynamics were considered in proposal- Excellent (score 5)
b) Preliminary research conducted and provincial dynamics were considered in proposal -Very Good (score 4)
c) Preliminary research conducted and provincial dynamics were considered in proposal -Good (score 3)
d) Limited preliminary research conducted and provincial dynamics were considered in proposal -Average (score 2)
e) No preparation research conducted and provincial dynamics were not considered in proposal - Poor (score 1)</td><td></td><td>10</td></tr>
</table>

CRITERIA	ANTI-POVERTY STRATEGY - GUIDELINES FOR CRITERIA APPLICATION JUNE 2021	SCORE	WEIGHT	
2. **Capability:** Firm's experience, track record and competency	Team leader must have project management experience and have a minimum of ten (10) years' experience and expertise in managing and coordinating a multi -disciplinary project: **Attach copy of a certificate and CV'sclearly indicating a detailed profile of the previous work experience, contactable references of similar work undertaken- List names, addresses, telephone numbers, faxnumbers and e-mail**			
	1. Team leader with a certificate in project management/additional qualifications plus more than 12 years 'working experience in the social transformation environment - **Excellent (score 5)** 2. Team leader with project management experience plus more than 10 to 12 years 'working experience in the social transformation environment - **Very Good (score 4)** 3. Team leader with project management experience plus 10 years' working experience in the social transformation environment - **Good (score 3)** 4. Team leader with project management experience plus 8 but not 10 years' working experience in social transformation environment - **Average (score 2)** 5. Team leader with project management experience plus less than 8 years' working experience in thesocial transformation environment - **Poor (score 1)**		5	30
	Team leader must have successfully managed minimum of 2 Similar projects (Anti-poverty etc.) in the past 5 years. Attach short profile clearly demonstrating successful Completion of previous projects, contactable References: List names, addresses, telephone numbers, fax numbers and e-mail.			
	1. 4 or more in the past 5 years - **Excellent (score 5)** 2. 3 projects in the past 5 years - **Very Good (score 4)** 3. 2 projects in the past 5 years - **Good (score 3)** 4. 1 projects in the past 5 years - **Average (score 2)** 5. 0 project in the past 5 years - **Poor (score 1)**		5	
	Composition of technical team to be utilized in the execution of the project consist of the below professions: Social Science, Town Planning, etc. Attach copies of qualifications and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail			
	Sociologist/Demographer: qualification in Social studies or demography related field and 3 years' post qualification experience in demography		5	

CRITERIA	ANTI-POVERTY STRATEGY - GUIDELINES FOR CRITERIA APPLICATION JUNE 2021	SCORE	WEIGHT
	a) More than 5 years' post qualification relevant experience - **Excellent (score 5)** **b)** More than 3 to 5 years' post qualification relevant experience - **Very Good(score 4)** **c)** 3 years' post qualification relevant experience – **Good (score 3)** **d)** Less than 3 to 2 years' post qualification relevant experience – **Average (score 2)** **e)** 5. Less than 2 years' post qualification relevant experience - **Poor (score 1)**		
	Economist: Degree in Economics or Development Economics/ Urban Economics and 5 years' post qualification experience a) More than 8 years' post qualification relevant experience - **Excellent (score 5)** b) More than 5 to 8 years' post qualification relevant experience - **Very Good(score 4)** c) 5 years' post qualification relevant experience – **Good (score 3)** d) 3 to 4 years' post qualification relevant experience – **Average (score 2)** e) Less than 3 years' post qualification relevant experience - **Poor (score 1)**		5
	Professional Geographic Information Specialist:3 years' post qualification experience in mapping and analysis a) More than 5 years' post qualification relevant experience - **Excellent (score 5)** b) More than 3 to 5 years' post qualification relevant experience - **Very Good(score 4)** c) 3 years' post qualification relevant experience – **Good (score 3)** d) Less than 3 to 2 years' post qualification relevant experience – **Average (score 2)** e) Less than 2 years' post qualification relevant experience – **Poor (score 1)**		5
	Graphic designer: Diploma in Graphic design or visual communication and 3 years' post qualification experience in design layout and animation 1. More than 5 years' post qualification relevant experience - **Excellent (score 5)** 2. More than 3 to 5 years' post qualification relevant experience - **Very Good(score 4)** 3. 3 years' post qualification relevant experience – **Good (score 3)** 4. Less than 3 to 2 years' post qualification relevant experience – **Average (score 2)** 5. Less than 2 years' post qualification relevant experience - **Poor (score 1)**		5

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	SCORE	WEIGHT	
3. Methodology	**Clear approach and methodologyof how theproject deliverableswill be executed – project plan (1) Programme with clear timelines and milestones (Gantt chart) (2)** **a)** The proposed team shows excellent understanding on how to execute the project.The service provider proposes innovative solutions to deliver the project ahead of schedule. **Excellent (score 5)** **b)** The proposed team has very good understanding on how to execute the project.Time frames proposed are in line with requirements**Very Good (score 4)** c) The proposed team meets has good understanding on how to execute the project. Proposed time frames meet most of the requirements **Good (score 3)** **d)** The proposed team has a fair understanding on how to execute the project.Proposed time frames meet some of the requirements. Delays unlikely to have a significant impact on the outcome**Average (score 2)** e) The proposed team has poor understanding on how to execute the project. Proposed time frames do not meet the requirements Poor (**score 1**)		5	40
	A project planand proposal demonstratingaintegratedapproach(include plans for all districts within the province and does it include details on why and how these issues will be addressed?) a) The project plan and proposal demonstrating aintegrated approach with an excellent understanding of the 5 Districts dynamics and how it forms part of the DDM. Excellent (**score 5**) b) The project plan and proposal demonstrating aintegrated approach with an very good understanding of the 5 Districts dynamics and how it forms part of the DDM. **Very Good (score 4)** c) The project plan and proposal demonstrating aintegrated approach with an good understanding of the 5 Districts dynamics and how it forms part of the DDM. Does not include comprehensive research to inform proposal **Good (score 3)** **d)** The project plan and proposal demonstrating a coordinated approach with an average understanding of the 5 Districts dynamics and how it forms part of the DDM. Does not include research which inform proposal. **Average (score 2)** e) The project plan and proposal demonstrating a coordinated approach with an poor understanding of the 5 Districts dynamics and how it forms part of the DDM. No additional research were consider for the proposal in terms of the districts.**Poor (score 1)**		5	

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	SCORE	WEIGHT	
	Appropriateness of propose approach and methodology - Understanding of the project Scope .Specifically 1) Does the strategy assist DSD to understand the experience of, and issues faced by, people for whom the Strategy will be developed with the aim of service delivery 2) Does the thinking behind the strategy demonstrate the bidder's acknowledgment of people-centred, people-driven approach a) The service provider has shown innovation in their understanding of the project scope. **Excellent (score 5)** b) The service provider has excellent understanding of the project scope. **Very Good (score 4)** c) The service provider has good understanding of the project scope. **Good (score 3)** d) The service provider has average understanding of the project scope. **Average (score 2)** e) The service provider has poor understanding of the project scope. **Poor (score 1)**		10	
2.	**Approach to the development of the stakeholders engagements** a) The service provider has an innovative approach. Excellent (**score 5**) **b)** The service provider has an excellent approach**. Very Good (score 4)** c) The service provider has a good approach. Good (score 3) d) The service provider has an average approach. Average (score 2) e) The service provider has a poor approach. Poor (score 1)		10	
3.	**Methodology to link the Provincial Growth and Development Plan Vision 2040, Provincial Spatial Development Framework and local socio-economic priorities. Methodology and approach towardsthe alignment between the PGDP and PSDF and the Development of the Provincial Anti-Poverty Strategy** (Does the proposal ensure that the recommended themes and actions for a new Strategy are aligned to the Programme for Government?) a) The service provider has excellent understanding of alignment between PGDP, PSDF and Provincial Anti-Poverty strategy. **Excellent (score 5)** **b)** The service provider has very good understanding of alignment between PGDP, PSDF and Provincial Anti-Poverty strategy. **Very Good (score 4)** c) The service provider has good understanding of alignment between PGDP, PSDF and Provincial Anti-Poverty strategy. **Good (score 3)** **d)** The service provider has average understanding of alignment between PGDP, PSDF and Provincial Anti-Poverty strategy. **Average (score 2)** **a)** The service provider has poor understanding of alignment between PGDP, PSDF and Provincial Anti-Poverty strategy **Poor (score 1)**		10	
				100%

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social development
Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

Private Bag X 5042, KIMBERLEY, 8301. Latlhi Mabilo Complex, Barkley Road, KIMBERLEY.
Tel (053) 874 9100, Fax (053) 874 9174

Request for Proposals (RFP)

The appointment of a service provider to develop an integrated anti-poverty strategy for the Northern Cape Province

Bid NC/SOC/007/2021

FINANCIAL PROPOSAL

PART C – FINANCIAL PROPOSAL

1. Pricing proposal

1.1. Pricing proposal must be cross-referenced to the respective sections in the Technical Proposal.

1.2. Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

1.3. Only firm prices* will be accepted during the tender validity period. Non–firm prices** (including prices subject to rates of exchange variations) will not be considered).

1.4. Firm price is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.5. Non-firm price is all prices other than "firm" prices.

1.6. Payment will be according to the DSD Payment Terms and Conditions.

1.7. The cost breakdown should indicate clearly all the costs involved on all the outputs proposed and all the associated fees.

1.8. The bidders must cater for all costs to be incurred and may not present additional costs once the bid has been awarded.

1.9. Bidders must provide a project plan and pricing that is inclusive of all costs for the duration of the project. The project plan must have clearly defined milestones and timeframes attached thereto. The project plan must clearly indicate the period it will take the bidder to develop and complete the strategy.

1.10. When determining their pricing proposals bidders should take cognisance of the vast spread of the Northern Cape Province, the factors affecting poverty in each of the districts and the research resources, as well as any other resources required to develop the strategy.

1.11. Bidders should take note that any travel and accommodation requirements will be subject to the Subsistence and Travel Policy of the Department. A limit of R950 per person per night is applicable for any accommodation required by the bidder. Breakfast, lunch and dinner will be subject to the rates provided for in the policy of the DSD. Flights are limited to economy class only. Vehicle hire is limited to ONLY category B rentals. The Subsistence and Travel Policy of the DSD is attached hereto as annexure A.

1.12. The consultants will only be remunerated at the rates:

- Determined in the "Guideline for fees", issued by the South African Institute of Chartered Accountants (SAICA); or
- Set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or

- Prescribed by the body - regulating the profession of the consultant.

1.13. Bidders are expected to fully acquaint themselves with the conditions, requirements and specifications of this RFP before submitting proposals. Each bidder assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and participation throughout the RFP process. The DSD is not responsible directly or indirectly for any costs incurred by bidders.

1.14. The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP. The prices and rates quoted must cover all obligations under any resulting contract.

1.15. The bidder accepts that any mistakes regarding prices and calculations will be their own risk.

2. Validity period of proposals

Each proposal shall be valid for a period of 90 days from the date of bid closure.

3. Cost breakdown

Bidders are required to submit a detailed financial proposal for each phase of the project. The cost breakdown should indicate clearly all the costs involved on all the outputs proposed and all the associated fees

The breakdown for each phase of the project is contained in the table below.

Phase	Deliverables	Timeframes	Cost Per Phase
Phase 1: Detailed Inception Report, Communication Plan and SLA	Final Report including Project Plan, Consultation Plan and SLA	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 2: Data Collection and Status Quo Analysis	Stakeholder engagements, Data Collection and analysis report	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 3: Poverty Line, Indigent Household Database and Criteria	Poverty Line, Indigent Household Database and Criteria	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 4: Range of Interventions and Mechanisms	Interventions and Mechanisms	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 5: Development of sub-strategies	Sector engagements	• Duration • Month/week • Amount of sessions/interventions/ engagements	Indicate % cost per phase
Phase 6: Implementation Plan/Programme of Action	Implementation Plan / Programme of Action and	• Duration • Month/week	Indicate % cost per

	Budget	• Amount of sessions/interventions	phase
Phase 7: Draft Anti-Poverty Strategy and integrate Information Management System	Draft Anti-Poverty Strategy and integrate Information Management System Presentation to all relevant provincial stakeholders	• Duration • Month/week • Amount of sessions/interventions	Indicate % cost per phase
Phase 8: Project Close-out	Printed &Electronic Strategy and Data Handover Capacity building of implementation and maintenance team(s)		Indicate % cost per phase

PART C – FINANCIAL PROPOSAL

Financial Proposal Submission Form

Name of Bidder:		Date:	
RFP reference:			

We, the undersigned, offer to provide the services for an appointment of a service provider to develop an integrated anti-poverty strategy for the Northern Cape Province in accordance with your Request for Proposal No. Bid NC/SOC/007/2021 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of..

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: ______________________________

Title: ______________________________

Date: ______________________________

Signature: ______________________________

[*Stamp with official stamp of the Bidder*]

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	*B*	*C=A+B*
In-Country				
Home Based				
			Subtotal Professional Fees:	

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
			Subtotal Other Costs:	

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	**Time** (person days)	**Professional Fees**	**Other Costs**	**Total**
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

PLEASE NOTE THAT BIDDERS MAY INCLUDE THEIR OWN PRICING SHEDULE USING THE ABOVE TEMPLATE TO SUBMIT THEIR PRICE PROPOSALS.

national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA

NATIONAL TRAVEL POLICY FRAMEWORK

First Edition

April 2017

1 INDEX

1. PREAMBLE

1.1 Section 38(1)(a)(iii) and 51(1)(a)(iii) of the PFMA requires AOs and AAs to ensure that their department, trading entity, constitutional institution or public entity has and maintains an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective.

1.2 Section 38(1)(b) of the PFMA requires AOs of departments and constitutional institutions to be responsible for the effective, efficient, economical and transparent use of their respective Institution's resources.

1.3 AOs of departments and constitutional institutions are reminded that sections 38(1)(c)(ii) of the PFMA requires AOs to take effective and appropriate steps to prevent unauthorised expenditure (in the case of departments), irregular expenditure and fruitless and wasteful expenditure.

1.4 AAs are reminded that section 51(1)(b)(ii) of the PFMA requires AAs to take effective and appropriate steps to prevent irregular expenditure and fruitless and wasteful expenditure.

1.5 Section 45(c) and section 57(c) of the PFMA, requires employees to take effective and appropriate steps to prevent unauthorised expenditure (in the case of employees of departments), irregular expenditure and fruitless and wasteful expenditure (in the case of employees of all Institutions) within their respective areas of responsibility.

1.6 Institutions are to adopt and adapt the NTPF as a minimum standard to develop similar or more stringent Institutional policies, instructions and standard operating procedures in line with their unique requirements and delegations of authority.

2. POSITION STATEMENT

The State has an effective, efficient, practical and fit for purpose travel management system that delivers cost effective travel arrangements in support of its mandate.

3. PURPOSE OF THE NATIONAL TRAVEL POLICY FRAMEWORK

3.1 The purpose of the NTPF is to create minimum norms and standards for Travellers travelling on official business both domestically and internationally.

3.2 Travellers must make every effort to ensure that their travel arrangements are in accordance with the minimum standards outlined herein and utilise these minimum standards to ensure efficient, cost effective, transparent and responsible travel related arrangements.

3.3 The NTPF provides a policy framework for consistent decision making by Institutions that facilitates travel, accommodation and related expenditure by Travellers.

4. SCOPE OF APPLICATION

4.1 The NTPF applies to all Travellers, travelling on official business, which is inclusive of the staff of Ministries, but excludes Members and National Members, as defined in the Ministerial Handbook.

4.2 The NTPF applies to both International Travel and Domestic Travel arrangements. Where distinction is required, the NTPF clearly indicates this.

4.3 The NTPF contains principles relevant to certain circumstances; it does not include procedures or processes. Institutions are required to draft their own institutional policies, instructions and procedures using the NTPF as a minimum standard and may adapt the policy principles, contained herein, as may be required having regard to the mandate and operations of the Institutions.

5. SOURCES OF AUTHORITY

The following laws, regulations and guidelines apply to this NTPF:

a) Basic Conditions of Employment Act, No. 75 of 1997
b) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
c) Constitution of the Republic of South Africa, 1996;
d) Cost Containment Instructions issued by National Treasury;
e) Defence Act, No. 42 of 2002;
f) Financial Manual as published by the Department of Public Service and Administration;
g) Guide for Employers in respect of Allowances issued by the South African Revenue Services;
h) Income Tax Act, No. 58 of 1962;
i) Labour Relations Act, No. 66 of 1995;
j) Military Pensions Act, No. 84 of 1976;
k) Military Veterans Act, No. 18 of 2011;
l) Ministerial Handbook;
m) Occupational Health and Safety Act, No. 85 of 1993;
n) Preferential Procurement Policy Framework Act, No. 5 of 2000;
o) PSCBC Resolution 3 of 1999 - Remunerative Allowances and Benefits;
p) Public Finance Management Act, Act No. 1 of 1999;
q) Public Service Act, No. 103 of 1994;
r) Road Accident Fund Act, No. 56 of 1996;
s) Road Traffic Act, No. 93 of 1996;
t) South African Civil Aviation Act, No. 13 of 2009;
u) South African Police Service Act, No. 68 of 1995;
v) Tariffs for the use of Motor Transport as determined by the Department of Transport; and

w) Any instruments, directives or standards issued in terms of any of the above legislation, as it relates to travel.

6. ACRONYMS

AA	Accounting Authority
ABS	Anti-Lock Braking System
AO	Accounting Officer
CEO	Chief Executive Officer
CFO	Chief Financial Officer
COO	Chief Operating Officer
DIRCO	Department of International Relations and Cooperation
DOA	Delegation of Authority
DPSA	Department of Public Service and Administration
MMS	Middle Management Service
NTPF	National Travel Policy Framework
OCPO	Office of the Chief Procurement Officer
PFMA	Public Finance Management Act, No.1 of 1999.
S&T	Subsistence and Travel
SARS	South African Revenue Services.
SMS	Senior Management Service
TMC	Travel Management Company

7. DEFINITIONS

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

After-Hours Reservation: means 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 Official who has delegated authority in term of the Institution's DOA Policy, to approve travel requests and expenses.

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

Delegated Official: means an official or employee authorised in writing by the AO/AA in terms of section 44 and 56, respectively, of the Public Finance Management Act, 1999 (Act No. 1 of 1999) or any other enabling legislation to exercise a power or perform a duty set out in the relevant legislation, subject to such conditions as may be determined by the relevant AO/AA.

Domestic Travel: means travel within the borders of the Republic of South Africa or within the borders of the foreign country where the Official is based.

Emergency: means an event where unforeseen and unavoidable circumstances, including but not limited to, a death, illness, health risk or a business environmental risk, requires a booking for travel or a diversion from the original planned trip.

Governance Committee[1]: means external members belonging to a body that provides oversight and assurance functions over the operations of an Institution. Such Governance Committees include:

a) The Board and its sub-committees
b) Departmental Audit Committees
c) Departmental Risk Committees and/or
d) Departmental Anti-corruption Committees.

International Travel: means travel outside the borders of the Republic of South Africa or outside the borders of the foreign country where the Official is based.

Institution: means all departments, constitutional institutions; public entities listed in schedule 2 and 3 to the PFMA, trading entities, organs of state and government components unless specified otherwise in this policy.

Official Business: means performing the Institution's functions in terms of their mandate and strategic, operational and performance plans.

Official: means any person employed by, or seconded to, a department, constitutional institution; public entity listed in schedule 2 and 3 to the PFMA, trading entities, organs of state and government components, unless specified otherwise in this policy.

Place of Duty: means the place, other than the Place of Work, where the Official performs official business or is otherwise on duty, e.g. an external meeting venue, conference venue or workshop.

Place of Work: means the place of work identified in the Official's contract of employment.

Shuttle Service: means the service offered to transport a Traveller from one point to another and includes taxi services.

Subsistence Allowance: means the money paid to a Traveller travelling on Official Business to cover cost of travel, meals, and other associated expenses[2].

[1] Institutions may include other governance committees applicable to the Institution which include external members.

Traveller[3]: means a person travelling at the behest of the Institution on Official Business.

Travel Advance: means the funds advanced to an Official or Traveller prior to embarking on an official trip.

Travel Authorisation Form: means the official form utilised by the Institution reflecting the detail and order number or unique authority number of the trip that the relevant Authorising Official approves.

Travel Booker: means the person coordinating travel reservations with the TMC consultant on behalf of the Traveller.

Travel Expenses: means expenses incurred by a Traveller while he/she is on an Official Business trip. Examples of Travel Expenses may include money spent on lodging, transportation and meals.

Travel Management Company: means the company contracted to provide travel management services, which is inclusive of the procurement of travel related services.

Travel Voucher: means a document issued by the TMC to confirm the reservation and, or, payment of specific travel arrangements.

8. GENERAL PRINCIPLES

8.1 Institutions allow the Travel Booker or appointed TMC to make travel arrangements on behalf of the Institution that is in line with the provisions of the Institution's Travel Policy.

8.2 Institutions make bookings utilising their institutional negotiated rates and fares, the government negotiated corporate rates and fares where applicable, e.g. discounted air fares with airlines, or, where the TMC can obtain better rates or fares, the TMC rates or fares for travel services within the maximum allowable rates as prescribed by the National Treasury.

8.3 Institutions must ensure that the Travel Booker or the appointed TMC compare various airline fares, Accommodation establishment rates and Car Rental rates before confirming a booking, maintaining the principles of competitiveness and cost effectiveness[4] in supporting the Institution's sustainability.

8.4 Each Traveller must exercise good and ethical judgement when incurring Travel Expenses.

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[2] Reasonable expenses in respect of dry cleaning, laundering, meals not included in the accommodation and reasonable incidental expenses.

[3] Institutions may include, but not limited to, other categories of employees, executives, other policy beneficiaries in line with applicable employment conditions, e.g. Institution bereavement, wellness and recruitment policies; Research collaboration support such as researchers, postgraduate students, utilising shared research platforms, Non-executive members, appointed members of a Committee, appointed members of a Commission of Enquiry, persons appointed as advisors on grounds of policy considerations in terms of section 12A of the Public Service Act of 1994, interview candidates and other government employees where an employer-employee relationship exists as defined in the Labour Relations Act or similar, e.g. International Labour law (in the case of employees based in foreign countries) and other applicable legislation, invited guests, care attendants to a Traveller with a disability.

[4] Preferential Procurement Regulations, 2017, 6(9)(a) & (b)

8.5 Each Traveller must obtain prior approval from the Authorising Official for any travel arrangements.

8.6 The Authorising Official must consider, prior to approving travel requests:

a) The necessity to travel; limited to the absolute critical trips in support of the Institution's mandate;
b) The benefit to the Institution;
c) Use of alternative face to face technologies i.e. Skype, video conference; and
d) Compliance with the Institution's Travel Policy

8.7 Each Traveller conducts business in a manner that excludes considerations of personal advantage while complying with all applicable policies.

8.8 Compliance with the Institution's travel policy is the responsibility of all Officials, Travellers, Travel Bookers, appointed TMCs and any other person involved with travel related matters.

8.9 Each Traveller must safeguard the State's information and assets while travelling on Official Business and must avoid compromising on that security.

8.10 Each Traveller must maintain, for Official Business purposes, the validity of necessary personal travel documents such as a passport, visa, international driver's licence, etc. The Traveller may claim any justifiable costs of doing so from the Institution where the relevant Authorising Official provides prior approval.

8.11 Institutions must limit International Travel to critical trips and limit the number of the delegation to Travellers directly involved in the subject matter of the meeting or event.

8.12 All requests for International Travel must include the following:

a) A motivation for the visit, especially its benefit for the Government and the country;
b) The financial implications of the visit; and
c) The support delegation, including the roles of each Official.

8.13 Motivation for International Travel, as set out in paragraph 8.12 above, does not apply in cases where South Africa has signed an international treaty with the particular country being visited (e.g. the Convention for Nuclear Safety) and, or, where an Institution is charged with a mandate to execute such an international treaty on behalf of the State.

8.14 Before a Traveller departs to an international destination, he or she is responsible for obtaining, with the assistance of the TMC, information relating to the following:

a) What is the most appropriate method of payment for Accommodation and services, e.g. cash, virtual cards, cash cards, daily allowance advance or foreign debit cards;
b) What is the most practical currency;
c) Consult a travel clinic well in advance where inoculation is required;
d) Take cognisance of the political and security situation in the country; and
e) Confirm the applicable business etiquette.

8.15 In order to ensure business continuity and protect the interests of the Institution, the following Travellers are not allowed to travel together in the same aircraft, vehicle or boat:

a) In the case of departments and constitutional institutions:
   i. The Minister and the Deputy Minister;
   ii. The Deputy Minister and the Director General;
   iii. The Director General and more than half of the number of the Deputy Director Generals; and, or,
   iv. Not more than a third of the senior management team of the institution.

8.16 Cost Containment

8.16.1 AOs and AAs must implement policies and procedures to restrict the number of Officials and, where applicable, persons appointed on policy considerations[5] travelling to the same event, conference, consultation or meeting to reasonable and necessary representation, including representations to Parliament or Provincial Legislatures.

8.16.2 Delegations to the same event, conference, consultation or meeting may only exceed three (3) Officials or, where applicable, persons appointed on grounds of policy, if approved in advance by the relevant AO/AA or Delegated Official.

8.16.3 The provisions of paragraphs 8.16.1 and 8.16.2 above do not apply to –

(a) AOs of departments and constitutional institutions;
(b) Deputy directors-general or persons holding equivalent ranks in departments[6]
(c) Persons appointed on grounds of policy considerations in terms of section 12A of the Public Service Act, 1994;
(d) Employees at the level of management who report directly to the CEO of a constitutional institution;
(e) Members of the AA of a public entity;
(f) The CEO or any other person in charge of the public entity;
(g) Members of the CEO's executive committee that report directly to the CEO or to any other person in charge of the public entity;
(h) Officials of departments, constitutional institutions and public entities performing official duties in Parliament or in a provincial legislature other than those referred to in paragraph 8.16.1 above; and
(i) Non-executive members serving on any Governance Committee in a department, constitutional institution or public entity.

8.16.4 The Institution must reduce an allowance where the Institution or another party or host are paying for the claimed expenses. The Institution recovers the over payment from the Traveller in accordance with applicable legislation and prescripts.

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[5] Policy Advisors appointed in terms of section 12A of the Public Service Act, 1994.
[6] This does not apply to persons holding other ranks/positions in departments but who are remunerated at salary levels 15.

8.17 Authorisation

8.17.1 Principles of Authorisation

8.17.1.1 Travellers are not allowed to approve their own travel requests and travel expenditure.

8.17.1.2 Where the Traveller is the Head of Department, and on condition that segregation of duties is upheld, the CFO must confirm the expenditure prior to departure in terms of a specific delegation of authority.

8.17.1.3 All travel approvals must be in writing and signed by the Authorising Official prior to departure. In cases where obtaining verbal authorization from the Authorising Official, it is the responsibility of the Traveller to have the authorisation ratified by the Authorising Official within 72 hours from obtaining the verbal authorisation.

8.17.1.4 The AO/AA or Delegated Official may, in terms of the applicable legislation allowing an Institution to delegate, and the Institution's DOA Policy, delegate the approval of the following:

i. Domestic Trips with its related expenses related to:
   - Air Travel
   - Ground Transportation
   - Accommodation

ii. International Trips with its related expenses related to:
   - Air Travel
   - Ground Transportation
   - Accommodation

iii. International and domestic chartering of an aircraft (passenger / cargo)

iv. Upgrade of class of Domestic Travel
   - Air Travel
   - Ground Transportation
   - Accommodation

v. Upgrade of class of International Travel
   - Air Travel
   - Ground Transportation
   - Accommodation

vi. International and domestic non-employee Travel

vii. Changes to existing domestic reservations
   - Air Travel
   - Ground Transportation
   - Accommodation

viii. Changes to existing international reservations
   - Air Travel
   - Ground Transportation
   - Accommodation

ix. Domestic After-Hours Reservation/Emergency Travel arrangements
   - Air Travel

- Ground Transportation
- Accommodation

x. International After-Hours Reservation/Emergency Travel arrangements
- Air Travel
- Ground Transportation
- Accommodation

xi. International and domestic reimbursement of travel expenses and allowances
- Air Travel
- Ground Transportation
- Accommodation

9. ROLES AND RESPONSIBILITIES

	Business Activity	Responsibility
9.1	**Governance of the Travel Policy**	
9.1.1	NTPF formulation and the amendments thereto	National Treasury OCPO
9.1.2	Institution's Travel Policy formulation (based on NTFP) and amendments thereto	AO/AA or as per the Institution's DOA Policy
9.2	**Corporate and Institutional Agreements**	
9.2.1	**Travel Management Companies**	
9.2.1.1	National Treasury Instruction 4 of 2016/17 on the Minimum Bid Specification Requirements for the appointment of TMCs	National Treasury OCPO
9.2.1.2	Appointment of TMC in terms of prescribed procurement processes, applying the Minimum Bid Specification Requirements.	AO/AA or Delegated Official
9.2.2	**Providers of Travel related Services**	
9.2.2.1	Corporate Airline Agreements – Negotiation and approval of the terms of the agreement	National Treasury OCPO
9.2.2.2	Instructions on Cost Containment related matters, such as: – Maximum allowable rates for Accommodation: – Air fares: – Car Rental; and – Shuttle Services, etc.	National Treasury OCPO

Business Activity		Responsibility
9.2.2.3	Appointment of travel service providers (e.g. Car Rental companies, Shuttle Services, events coordinators, Accommodation establishments) in terms of prescribed procurement processes	AO/AA or Delegated Official

10. TRAVEL MANAGEMENT COMPANY

10.1 The Institution may appoint one or more TMCs. This must be done in accordance with the applicable prescripts and instructions issued by National Treasury to effectively and efficiently manage the Institution's travel services.

10.2 The Institution must manage the TMC to deliver cost-effective and operationally efficient support in achieving the Institution's mandate.

10.3 In the absence of the contracted services of a TMC, Institutions would have the option to administer the procurement of travel related services via the prescribed procurement processes.

10.4 The TMC must only issue Travel Vouchers (Accommodation and ground transportation) and air tickets after the receipt of the Travel Authorisation Form or purchase order.

10.5 In the event of an After-Hours Reservation, the TMC must execute the request based on a verbal approval or approval via Short Message Service (SMS) or email from the Authorising Official. The Institution must present the Travel Authorisation Form or purchase order to the TMC within 72 hours after the request was executed by the TMC to avoid irregular or fruitless and wasteful expenditure. The TMC may follow up with the Institution and upon failure by the Institution to submit the Travel Authorisation Form or purchase order, the TMC may proceed to invoice the transaction.

11. GROUND TRANSPORTATION

11.1 General Principles

11.1.1 The Institutions must utilize the most cost-effective mode (e.g. Car Rental, public transport, Shuttle Service, etc) of transportation at all times.

11.1.2 Travellers are encouraged to make use of public transport (i.e. Uber, Gautrain, taxi, etc.) or Shuttle Services when travelling to and from the airport if it is safe and more cost effective than the cost of Car Rental and, or, the cost of parking and, or, kilometres claimed.

11.1.3 When the Traveller is travelling by air on a one-day visit to another Institution, he or she must, where possible, make arrangements with the relevant Institution to be picked up from and dropped off at the airport.

11.1.4 In cases where the trip includes both air and road travel, Travel Bookers must select the mode and combination thereof that is the most cost-effective, taking into account the cost of the trip, time consumed and productivity.

11.1.5 Where a number of Travellers/Officials are attending the same official function or meeting, they must at all times attempt to reduce the cost to the Institution by using one vehicle where circumstances permit. This provision also applies to SMS Officials.

11.1.6 Only Officials (permanent and contracted) have the authority to drive rental vehicles and institutional fleet vehicles. In exceptional circumstances, Institutions may authorize other Travellers to drive rental vehicles or institutional vehicles for official purposes, subject to the completion of all relevant indemnities and approval in terms of the Institution's DOA Policy.

11.1.7 Institutions must manage claims against the State in terms of applicable legal frameworks and the law.

11.1.8 Any fines, penalties and administration fees payable as a result of the contravention of any traffic rules and regulations will be for the Traveller's own personal account, whilst using an institutional or rental vehicle.

11.1.9 The Traveller must take every precaution to safeguard a rental or institutional vehicle against damage, theft or irregular use while driving it and when it is parked.

11.1.10 Travellers must make use of the most cost-effective and safe ground transport mode when traveling internationally, e.g. public transport, renting of vehicles, transfer or Shuttle Services.

11.1.11 A Professional Driving Permit (PDP) is required to drive a minibus or bus with seating for more than twelve (12) passengers including the driver. Institutions must ensure that the Travel Booker and, or, the TMC request that a copy of the PDP of the designated driver is submitted when booking a minibus or bus to transport Travellers for Official Business.

11.2 Use of Institutional Vehicles

11.2.1 Officials (permanent and contracted) must use institutional fleet vehicles if they are available, as opposed to renting vehicles for official business trips. In exceptional circumstances Institutions may authorise other Travellers to drive institutional vehicles for official business purposes, subject to the completion of all relevant indemnities and approval in terms of the Institution's DOA Policy.

11.2.2 In cases where Institutions provide for the use of institutional vehicles for official purposes by Officials at the level of DDG or equivalent in public entities, Institutions must address the usage and rules related thereto in the Institution's Travel Policy.

The Institution's Travel Policy must take into account the tax implications of such usage.

11.2.3 The utilisation of institutional vehicles by Institutions to transport Officials between their residence and Place of Work must be read together with the Financial Manual[7] issued by the DPSA and PSCBC Resolution 3 of 1999.

11.2.4 Where operational circumstances requires public entities to provide institutional vehicles to transport Officials between residence and work, institutions must comply with all applicable legislations as well as having South Africa Revenue Services approval for the scheme.

11.2.5 Where institutional vehicles are used, Institutions do not pay claims, except in unforeseen circumstances, such as breakdowns and refueling.

11.3 Use of Public Transportation

11.3.1 The Traveller will be reimbursed when making use of public transport for official business with prior authorization of the trip.

11.3.2 The Traveller must submit a receipt as proof of payment.

11.3.3 In the absence of the proof of payment, the Traveller must submit an affidavit, signed by the Traveller and ratified by a Delegated Official as per the Institution's DOA Policy, detailing the cost incurred and the reason/s for the absence of the receipt or proof of payment.

11.4 Use of Private Vehicles

11.4.1 ***The use of private vehicles by senior managers / middle managers who have structured an amount as a vehicle allowance on their salaries and, or, who receive such an allowance or through a subsidised vehicle allowance scheme***

11.4.1.1 For departments and constitutional institutions, the terms and conditions for using private vehicles to carry out official duties by Senior Management Service members (regardless if they structured for a vehicle allowance or not) and Middle Management Service members who opted for a monthly vehicle allowance ("SMS/MMS employee) are set out in the Public Service Handbook for SMS and Circular 4 of 2006 for Middle Management.

11.4.1.2 Any journey between an Official's residence and normal Place of Work constitutes a private journey. Where the Institution requires an Official to attend to official business matters at the normal Place of Work on a weekend or public holiday and such day is not a normal working day, the trip is an official business trip. If required to return to the normal Place of Work after hours such trip is an official business trip.

11.4.1.3 In cases where the Official departs from his or her residence directly to a Place of Duty and, or, returns from such a venue directly to his or her residence, that is an official business trip. In such cases, when submitting claims, the Official must subtract the normal distance between his or her residence and Place of Work from the total distance travelled to the Place of Duty if the former is less than the latter.

[7] Financial Manual for the Purposes of the Calculation of Allowances and Benefits, July 2016; Annexure C, par.2.1.

Institutions do not pay claims when the normal distance between an Official's residence and Place of Work is more than the total distance travelled to the Place of Duty.

11.4.1.4 When an Official is required to make use of his or her private vehicle for official business purposes, the Official must obtain travel authorisation prior to commencing with the journey, if the use of the private vehicle will save time and reduce costs.

11.4.1.5 In cases where an Official travels to an official event in his or her private vehicle without prior approval, the Institution will not reimburse the Official.

11.4.1.6 Under no circumstances are Institutions to pay fuel advances for the use of privately owned vehicles.

11.4.1.7 When private vehicles are used by senior managers/ middle managers receiving a vehicle allowance to enable him or her to purchase, lease, rent or otherwise procure a vehicle for official business purposes, the Institution applies the following:

a) Requirements regarding the vehicle and its use:
   i. The senior manager/ middle manager is obliged to maintain a reliable vehicle to be used for official journeys;
   ii. The senior manager/ middle manager must have his or her vehicle (or a substitute vehicle) available for official journeys;
   iii. As far as possible, the senior manager/ middle manager is obliged to provide free transport to Officials travelling to the same destination on an official return journey; and
   iv. If the senior manager/ middle manager uses his or her private vehicle to carry out official duties, the Institution will, on receiving an approved claim, reimburse the senior manager/ middle manager for the official kilometres travelled, according to the Tariffs for the Use of Motor Transport, as determined by the Department of Transport, the SARS rates, or other service conditions as elected by the Institution.

b) If the senior manager/ middle manager undertakes an official business trip, and his or her vehicle is undergoing repairs or service, the senior manager/ middle manager may obtain and utilise another private vehicle. On receiving an approved claim, the senior manager/ middle manager will be reimbursed for the official kilometres travelled, as if he or she used his or her own private vehicle, according to the Tariffs for the Use of Motor Transport, as determined by the Department of Transport, the SARS rates or other service conditions, as elected by the Institution.

c) The senior manager/ middle manager must, with prior approval, use his or her private vehicle for all official business, except in cases where:
   i. a specific duty is to be performed which requires the use of a specific type of vehicle;
   ii. an official journey was undertaken to a place to which he or she did not travel with his or her private vehicle, e.g. travelled by air to another destination;
   iii. the Official was required to leave from his or her residence or Place of

Work to a place from where he or she will depart on an official journey and back; e.g. air transport;

iv. it will be unreasonable to expect from a senior manager / middle manager to use his or her private vehicle for the official journey to a place that is not accessible with the specific type of private vehicle, e.g. road conditions; and, or,

v. other means of transport would be more cost-effective and, or, practical (public transport, Uber, Gautrain, Shuttle Services etc.).

11.4.2 ***The use of private vehicles by all other Officials***

11.4.2.1 For public entities, the Institution's Travel Policy must state whether the Official may make use of his or her private vehicle for official business, subject to prior approval.

11.4.2.2 For departments and constitutional institutions, the Institution must only approve the use of private vehicles for official business purposes in exceptional circumstances if institutional vehicles or public transport is not readily available to undertake such official journey.

11.5 Car Rental

11.5.1 ***General Principles***

11.5.1.1 AOs and AAs are responsible for the cost-effective management of travel reimbursement and Car Rental expenses.

11.5.1.2 The Travel Booker or TMC consultant must book a rental vehicle for the period that it is actually required for official business.

11.5.1.3 The Traveller must return the vehicle within the specified rental period or notify the Car Rental Company. The Institution must hold the Traveller responsible for the additional charges for the late return of the vehicle.

11.5.1.4 If the Traveller needs to extend the rental period for official business purposes, the Traveller must obtain prior approval and the TMC will issue a Travel Voucher for the extended period.

11.5.1.5 When renting a vehicle, the Institution must give cost consideration to the vehicle group, the number of rental days, the kilometres driven, and the time and place for the collection and return of the vehicle.

11.5.1.6 The Institution only allow the designated driver[8] to drive the rental vehicle at any time.

11.5.1.7 Any extra charges for special requests such as special models, colour, personal indemnity insurance, etc. (excluding those mentioned in paragraph 15.5.3 below) are the sole responsibility of the Traveller and will be settled directly with the Car Rental Company. The Institution will not be liable for any charges. If the Traveller does not

[8] Designated driver is the person identified by the Institution to take possession and responsibility for the rental vehicle at the Car Rental Company for the defined time period or any other additional person designated by the Institution to drive such a rental vehicle.

immediately settle the additional expense, the Institution will cover the initial cost, and if the Traveller is found liable, recover the amount from the Traveller.

11.5.1.8 The Traveller are to use the rental vehicle only for official business purposes.

11.5.1.9 If the Traveller extends his or her stay for personal reasons, the charges are for the Traveller's own personal account. The Traveller must enter into a separate rental agreement for the period conducting personal travel.

11.5.2 ***Class of Travel***

11.5.2.1 Table 1 below indicates the Car Rental vehicle category that is permissible per organisational level/designation. AO/AA or Delegated Officials must align the information contained in Table 1 with the institutional policies of their respective Institutions to reflect equal and appropriate positions/designations to determine the Car Rental vehicle category that a Traveller is entitled to.

Table 1: Car Rental Vehicle Category

Official Level/Designation	***Vehicle Category***	***Shuttle & Transfer Services***
AOs/Director-General of departments and constitutional institutions; AAs of public entities, CEOs of public entities or the other person in charge of a public entity	Intermediate 4-5 Door Manual or Automatic Vehicle with air-conditioning (IDAR/ RDAR/ FDMR/ FDAR/ FCAR/ ICAR/ ICMR)[9]	Luxury Sedan
Deputy Directors-General and all other Officials of a department	Economy 4-5 door, Manual vehicle with air-conditioning (EDMR)	Economy Sedan
Officials reporting directly to the AO of a constitutional institution and all other Officials		
Officials reporting directly to the CEO of a public entity and all other Officials		
Officials with a disability who require the use of an automatic vehicle Officials who have a restriction	Economy/Compact 4-5 door, automatic vehicle with air-conditioning	Economy / Compact

[9] ACRISS or SIPP codes are used by Car Rental companies to define car models. Each character represents a definable feature of the vehicle: 1st character denotes the category based on size, cost, power and luxury factor; 2nd character defines the vehicle type for example if it is a SUV or sedan; 3rd character describes the transmission and the 4th character defines the fuel type and whether air-conditioned.

Official Level/Designation	Vehicle Category	Shuttle & Transfer Services
on their driver's licence.		

11.5.2.2 Notwithstanding the provisions contained in Table 2 above, AOs, AAs or Delegated Officials may provide prior written approval for the hiring of a standard or compact vehicle (CDMR/CDAR/SDAR/SCMR/SDMR), minibus/bus in instances where:–

a) three or more Travellers are travelling together;
b) the return journey to be travelled exceeds 400 kilometres to and from the destination (return journey);
c) the special needs[10] of a Traveller are to be catered for; or
d) Extra luggage must be accommodated.

11.5.2.3 A different class of vehicle (intermediate or standard sports utility vehicle) (IFMR/IFAR/SFMR/SFAR) may be rented if required for a particular terrain. Mountainous and gravel roads are considered difficult terrain and vehicles with higher ground clearance may be required.

11.5.2.4 The provisions contained in paragraphs 11.5.2.1, 11.5.2.2 and 11.5.2.3 above are also applicable to members of the AA and to non-executive members serving on any of the public entity's Governance Committees.

11.5.2.5 When the Institution contracts/appoints a Car Rental service provider, the Institution must identify the most appropriate car group within the fleet that meets the specific description and requirements and is the most cost effective option for each organisational level/designation as per Table 2 above. The Institution's Travel Policy must reflect the specific car groups.

11.5.2.6 The minimum safety requirements for any rental vehicle will include power steering, airbags and ABS. Rental vehicles must also feature air-conditioning and central locking.

11.5.2.7 The rental of an automatic vehicle is an exception. If the request for an automatic vehicle is for a permanent requirement, the Institution must issue a standing approval and the Travel Booker must attach it to each Travel Authorisation Form when booking a vehicle.

11.5.2.8 A Traveller is permitted to accept a higher category of rental vehicle if such an upgrade is offered free of charge. A Traveller is, under no circumstances, allowed to demand such an upgrade.

11.5.2.9 The AO/AA or Delegated Official of the Institution must grant prior written approval for a higher group of vehicle to be hired.

11.5.3 *G-Fleet Fleet Rental Services*

[10] Special needs means a distinctly different need of a Traveller that requires AO/AA or Delegated Official to make a judgment call to provide for such a need.

11.5.3.1 Institutions must make use of G-Fleet[11] fleet rental services where practical. G-Fleet offers industry competitive pricing on vehicle rentals in three categories:

a) ***VIP Self Drive***: A luxury car hire service, consisting of a variety of medium to large luxury sedans and SUV's;

b) ***VIP Chauffeur Drive***: Chauffeur Driving of Senior Government Officials in luxury vehicles to any destination around the country with the assistance of G-Fleet drivers in the relevant regions (Western and Eastern Cape, Free State and Kwa-Zulu Natal). The drivers are responsible, reliable, professional and courteous.

c) ***Pool Service***: This service is ideal for usage during short-term projects up to a maximum of 3-months renewable; the fleet includes a wide range of the latest models of economy and commercial vehicles. Mini busses, busses, and trucks are also available within this service and can be booked for one day up to a maximum of three months with the option of renewal.

11.5.4 ***Car Rental Inspections***

A Traveller must verify and complete the Quality Check Card prior to leaving the Car Rental premises, both on collection and return of the rental vehicle. A Traveller must ensure that all scratches, chips, dents, windscreen cracks, and chips are marked on the Quality Check Card and signed off by the Car Rental attendant. Failure to complete the Quality Check Card could result in the Traveller being held personally liable for any damages.

11.6 Shuttle and Transfer Services

11.6.1 ***Where a Traveller travels from his or her residence or Place of Work to and from the airport***

In instances where a Traveller travels from his or her residence or Place of Work to and from the airport, Shuttle Services /transfer services may be used:-

- if an institutional vehicle and, or, driver is not available;
- if the cost of such a service is lower than the cost of renting a vehicle;
- if the use of public transport is not readily available or impractical; or
- if the cost of the claimable kilometres and parking/long term parking are higher than the cost of a Shuttle Service.

[11] g-FleeT Management is a Trading Entity of the Gauteng Department of Roads and Transport and is a provider of vehicle leasing and fleet management services for the public sector in South Africa whose clients include National, Gauteng Provincial and local government departments. The core business of g-FleeT is provision of motor transportation including total fleet management services- finance, replacement, short term rentals, maintenance, repairs, tyres, accident damage, fuel management and traffic fines management, registration, licensing and renewals; to all government departments. Currently the entity operates a fleet of approximately 7094 vehicles. They have offices in four other provinces (Western and Eastern Cape, Free State and KwaZuu Natal) for the convenience of their clients around the country. They also have a dedicated Customer Service Centre in Gauteng as well as a lounge/ kiosk at the OR Tambo International Airport where their clients can have a top class and personalized customer service. www.gfleet.gov.za.

11.6.2 ***Where a Traveller travels from the airport directly to the place of Accommodation or Place of Duty on a return journey***

In instances where the place of Accommodation does not provide a complementary Shuttle Service /transfer service between the airport and the place of Accommodation and, or, the return journey, the Traveller may make use of Shuttle Services:-

- if an institutional vehicle and, or, driver is not available to collect the Traveller from the airport;
- if the cost of such a service is lower than the cost of renting a vehicle; or
- if the use of public transport is not readily available or impractical.

11.7 Parking and Toll Fees

11.7.1 The Institution will reimburse the Traveller for parking fees while on an official business trip with prior approval.

11.7.2 The Traveller must consider the most cost effective and safe parking option when parking at the airport. (For example at OR Tambo International Airport the offsite long-term parking should be considered).

11.7.3 The Institution does not pay for any e-tolling transactions where the Official did not fit an e-tag or did not ensure that they qualify for the reduced or discounted tariffs by paying within the required timeframe. When submitting an e-toll claim, the Institution will reimburse the Official only if proof is provided in the form of the e-toll invoice and, or, statement.

12. AIR TRAVEL

12.1 General Principles

12.1.1 Travellers must plan official travel well in advance to take advantage of the cheaper economy class fares (e.g. V, S, N, Q class tickets) which requires bookings/reservations be made, where possible, at least seven (7) working days prior to departure. The most cost effective options are available when making bookings/reservations more than fourteen (14) days prior to departure.

12.1.2 Institutions, through their Travel Bookers and, or, TMCs, must make every attempt to reduce travel costs by comparing the cost advantage of using alternative transport modes.

12.1.3 Institutional policies must address the use of flexible ticket options as follows:

- Non-flexible tickets for the departure and return flight;
- Non-flexible tickets for the departure flight only;
- Flexible tickets for the departure and return flight.

12.2 Class of Travel

12.2.1 Air Travel arrangements for departments and constitutional institutions

12.2.1.1 Employees of departments and constitutional institutions, including support staff, administrative staff, the Chief of Staff, media liaison officers, parliamentary officers, private secretaries, assistant appointment secretaries, receptionists, registry clerks, drivers, messengers and VIP protection personnel may only travel economy class, unless approved otherwise by the AO or Delegated Official.

12.2.1.2 For flights that are **five (5) hours or less**, business class tickets may only be purchased for:

a) Directors-General or persons holding equivalent ranks in departments;

b) persons appointed on grounds of policy considerations in terms of Section 12A of the Public Service Act, 1994 (i.e. advisors to executive authorities); and

c) AOs of constitutional institutions.

12.2.1.3 For flights **exceeding five (5) hours**, business class tickets may only be purchased for:

a) Directors-General or persons holding equivalent ranks in departments;

b) Deputy Directors-General and Chief Directors or persons holding equivalent ranks in a department[12];

c) Persons appointed on grounds of policy considerations in terms of section 12A of the Public Service Act, 1994 (i.e. advisors to executive authorities);

d) AOs of constitutional institutions;

e) Employees at the level of management that report directly to the AO of a constitutional institution;

f) Employees at the level of management that report directly to the Officials employees referred to in paragraph (e) above; and

g) Non-executive members serving on any Governance Committee of a department or constitutional institution[13].

h) Any other employee to whom authority was granted as indicated in 12.2.1.1 above.

12.2.1.4 Notwithstanding the provisions of paragraphs 12.2.1.1, 12.2.1.2 and 12.2.1.3 above, AOs or Delegated Officials of departments and constitutional institutions may approve the purchase of business class tickets –

a) For Travellers with disabilities[14];

b) For Travellers with special needs[15];

c) In cases where economy class flights are not available[16]; or

d) Where the business class ticket is the same price or cheaper than the economy class ticket to the same destination[17].

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[12] This does not apply to persons holding other ranks/positions but who are remunerated at salary levels 14 or 15.

[13] These Governance Committees include audit committees and risk management committees

[14] Disability for purposes of this document is defined as a person who are physically impaired and/or requires assistance to move or are depended upon a wheelchair.

[15] Special needs means a distinctly different need of a Traveller that requires the AO/AA or Delegated Official to make a judgment call to provide for such a need.

[16] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes

[17] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes

12.2.2 Air Travel arrangements for public entities listed in Schedules 2 and 3 to the PFMA

12.2.2.1 Employees of public entities may only travel economy class, unless approved otherwise by the relevant AA or Delegated Official.

12.2.2.2 For flights **less than five (5) hours**, business class tickets may only be purchased for:

a) members of the AA;
b) the CEO or other person in charge of the public entity;
c) members of the CEO's executive committee that report directly to the CEO or to any other person in charge of the public entity; and
d) Non-executive members serving on any Governance Committee of the public entity[18].

12.2.2.3 For flights **exceeding five (5) hours**, business class tickets may only be purchased for:

a) members of the AA ;
b) the CEO or other person in charge of the public entity;
c) members of the CEO's executive committee that report directly to the CEO or to any other person in charge of the public entity;
d) employees at the level of management that report directly to the employees referred to in (c) above; and
e) Non-executive members serving on any Governance Committee of the public entity.
f) Any other employee to whom authority was granted as indicated in 12.2.2.1 above.

12.2.2.4 Notwithstanding the provisions of paragraph 12.2.2.1, 12.2.2.2 and 12.2.2.3 above, the AA or Delegated Official may approve the purchase of business class tickets –

a) For Travellers with disabilities;
b) For Travellers with special needs;
c) In cases where economy class flights are not available[19]; or
d) Where the business class ticket is the same price or cheaper than the economy class ticket to the same destination[20].

12.3 Changes to Air Tickets

12.3.1 The Traveller must limit the number of changes to air tickets.

12.3.2 If exceptional circumstances necessitate a change to a booking, it must be authorised by the AO/AA or Delegated Official, irrespective of whether it has a cost implication. The delegated authorities must keep these changes to a minimum to mitigate the incurrence of fruitless and wasteful expenditure.

12.3.3 The cost associated with changes will be subject to the rules of the particular airline and may include penalty fees.

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[18] These Governance Committees include audit, risk and remuneration committees.
[19] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes
[20] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes

12.3.4 The cost incurred because of changes requested by a Traveller for his or her convenience or lack of discipline will be for the Traveller's personal account. If the Traveller does not immediately settle the additional expense, the Institution will cover the initial cost, and if the Traveller is found liable, recover the amount from the Traveller.

12.3.5 The Institution will carry the cost for changes because of changed business requirements or any circumstances outside the Traveller's control, and if such expense is not justifiable, it is fruitless and wasteful expenditure.

12.4 Cancellations and Refunds

12.4.1 The Traveller must inform the TMC and the Travel Booker immediately if he or she realises that they will not be able to take a specific flight.

12.4.2 If the Traveller will not fly to the same destination within the next six months (in the case of a domestic destination) or a year (in the case of an international destination), the ticket must be cancelled immediately and a refund must be obtained.

12.4.3 If the Traveller will be travelling to the same destination within the next six months (in the case of a domestic destination) or a year (in the case of an international destination), the ticket must be immediately amended to the new date if the exact date is known at the time.

12.4.4 The Traveller and, or Travel Booker must inform the TMC that the Traveller has a valid air ticket prior to booking a new ticket. If the ticket is not used within the six-month or year period, the Institution must request the TMC to cancel the ticket prior to the expiry date.

12.4.5 If the Traveller fails to inform the Travel Booker or TMC before the ticket expires and a cancellation fee is incurred, the Institution will cover the initial cost, and if the Traveller is found liable, recover the amount from the Traveller.

12.4.6 Where non-refundable tickets are cancelled, the TMC must disclose the amounts of taxes recoverable and the TMC must recover the taxes and credit the Institution accordingly.

12.5 Baggage Allowance

12.5.1 The Traveller must familiarise themselves with the baggage policy of the airline that he or she will be travelling on. The airline's baggage policy will provide information on the prescribed baggage allowance and the cost for baggage in instances where the airline charges separately for baggage.

12.5.2 Based on the class of travel, the airline prescribes the specific number of pieces of luggage that it allows, as well as the weight and size per piece.

12.5.3 The Traveller will incur a fee if his or her baggage exceeds the weight, specified dimensions or the number of items allowed. Such cost is for the Traveller's personal account.

12.5.4 The Institution reimburses excess baggage only where the Traveller has obtained prior approval for exceeding the baggage allowance due to a valid business reason.

12.6 Airport Lounge Facilities

Business class Travellers and Travellers with selected loyalty card status have access to the lounge facilities of the respective airlines. Lounge facilities are available at a cost to economy class Travellers at certain airports. These costs are for the Traveller's own personal account.

13. ACCOMMODATION

13.1 General Principles

13.1.1 The Institution will carry the cost of Accommodation for all Travellers who are travelling on official business.

13.1.2 The Travel Booker must ensure that the domestic Accommodation costs do not exceed the maximum allowable rates referred to in the Domestic Accommodation Rate Grid set out in National Treasury cost containment directives.

13.1.3 The AA/AO or Delegated Official may only approve Accommodation costs that exceed the amount prescribed in the Domestic Accommodation Rate Grid:

(a) during peak holiday periods[21]; and

(b) when South Africa is hosting an event in the country or in a particular geographical area that results in an abnormal increase in the number of local and, or, international guests in the country or in that particular geographical area.

13.1.4 The AO/AA or Delegated Official must ensure that overnight Accommodation for Travellers is limited to instances where the distance travelled by road (by the Traveller) exceeds 300 kilometres to and from the destination (return journey), unless approved otherwise by the AO/AA or Delegated Official.

13.1.5 Special dietary requirements must be considered when the most relevant Accommodation option is booked. If the accommodation establishment does not have dinner facilities or does not cater for special dietary requirements, then a room excluding meals must be booked (bed-and-breakfast or room only) and the Traveller may claim a subsistence allowance for his or her meals.

13.1.6 The Traveller must check out at time of departure, verify the cost on the invoice, sign the final invoice and settle any other expenses. If the Traveller fails to check out and

[21] Peak holiday period means a period during South African school holidays and public holidays as provided for in the South African calendar.

not settle the additional charges and not sign the invoice, the Institution will settle the account, and if the Traveller is found liable, recover the amount from the Traveller.

13.1.7 Only the services as approved and described on the Travel Voucher that correspond with the Travel Authorisation Form is for the account of the Institution and the TMC only invoices this to the Institution. The Institution instructs the TMC to invoice all other unauthorised expenses separately to the Institution and deal with these in terms of paragraph 13.1.6 above.

13.1.8 The Traveller is not allowed to redeem an Institution's Travel Accommodation Voucher or part thereof for cash. Such action is misconduct and must be dealt with in term of the Institution's Disciplinary Policy.

13.2 Class of Travel

13.2.1 Institutions may enter into agreements, through the normal prescribed procurement process, with Accommodation facilities to secure rates that are lower than those prescribed in the Domestic Accommodation Rate Grid.

13.2.2 The Domestic Accommodation Rate Grid determines the maximum allowable rate per star grading within which a Traveller is allowed to be accommodated in accordance with his or her organisational level/designation.

13.2.3 The AO/AA or Delegated Official must utilise the information contained in **Table 2** below to reflect equal and appropriate organisational levels/designations in the Institution's Travel Policy to determine the class of Accommodation that a Traveller must book.

Table 2: Maximum star grading per organisational level/designation for local and international Accommodation

Level/Designation	Domestic Accommodation Star Grading or similar (including other lodging)	International Accommodation Star Grading or similar
AO/Director General of a department or constitutional institution; AA of a public entity, CEO of a public entity or the other person in charge of the public entity	5 Star	5 star
Deputy Directors-General in a department, CEO's executive committee or other person in charge of a public entity or the CEO of a constitutional institution	4/5 Star	4 star
Chief Directors, Directors and persons serving in senior management of	3/4 Star	4 star

Level/Designation	Domestic Accommodation Star Grading or similar (including other lodging)	International Accommodation Star Grading or similar
constitutional institutions or public entities		
Deputy Directors, Assistant Directors and persons serving in middle management of constitutional institutions and public entities	3/4 Star	4 star
Junior management and other Officials	3 Star	3 star

13.2.4 If a negotiated rate for a specific star grading is equivalent to or lower than the rate for the lower star grading, the Institution may accommodate the Traveller in the establishment with the higher star grading.[22] This means that a Traveller may be accommodated at a four star establishment if the rate at the four star establishment is the same as or lower than a three star establishment.

13.2.5 Where there is an alternative star grading indicated in Table 1 (i.e. 4/5 or 3/4), the maximum allowable rate of the lower star grading will be the benchmark. The higher star grading can only be booked if:

(a) the higher star graded establishment is the only available option due to location and availability[23]; or

(b) the Institution has negotiated lower rates with the higher star graded establishment[24].

13.2.6 Notwithstanding the provisions of paragraph 13.2.3 above, the AO/AA or Delegated Official may approve a different class of accommodation that a Traveller is allowed to book only if such is an operational requirement[25].

13.3 No-Shows and Cancellations

13.3.1 The Traveller is responsible to notify the TMC and the Travel Booker of any cancellations of reserved Accommodation as soon as he or she becomes aware of the fact. The Traveller must familiarise themselves with the cancellation policy of the specific establishment, to avoid fruitless and wasteful expenditure.

[22] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes.

[23] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes

[24] A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes

[25] Example: VIP Protectors of the Cabinet to stay in the same hotel as their VIP; Visiting Heads of State / Heads of Government; during major events such as WEF, SADC etc where the hiring of an operational room in the hotel where the VIP's are accommodated is necessary. Furthermore is it sometimes an operational requirement for the entire delegation to stay in the same place of accommodation despite the level of the employee.

13.3.2 The Traveller must, where it is within his or her ability to, inform the TMC or the establishment if he or she expects to be arriving later than the expected arrival time, to ensure that the reservation is not cancelled or a cancellation fee is incurred.

13.3.3 If the Traveller does not check in at all, where it is within his or her ability to do so, without any prior notification to the TMC or the establishment, a no-show fee may be charged. In such cases the Institution will settle the account, and if the Traveller is found liable, recover the amount from the Traveller.

13.3.4 If the Traveller fails to inform the Travel Booker or TMC, where it was in his or her ability to cancel the booking in time, and a no-show or cancellation fee is incurred, the fee is regarded as fruitless and wasteful expenditure. In such cases the Institution will settle the account, and if the Traveller is found liable recover the amount from the Traveller.

13.4 Additional Expenses

13.4.1 All additional expenses such as private phone calls, newspapers, alcoholic beverages, toiletries, movies, gratuity for porters or waiters, etc. is for the Traveller's own personal account. The Traveller must settle these expenses at the time of departure.

13.4.2 If the Traveller fails to settle the additional charges at time of check-out, the Institution will settle the account, and if the Traveller is found liable, recover the amount from the Traveller.

13.4.3 *Laundry/ironing/dry cleaning for Domestic Travel while staying in a star graded establishment*

a) Reasonable actual expenditure for laundry, ironing or dry cleaning may be reimbursed to a Traveller, when staying in an Accommodation establishment for longer than five days, not exceeding R180 (irrespective of the total items to be submitted) on day five , and continuously every 5 days thereafter. Travellers must submit receipts at all times with the claims and Institutions do not accept affidavits in lieu of receipts.

b) Should a Traveller move to more than one Accommodation establishment during the same official business trip, laundry, ironing or dry cleaning may be claimed at each establishment, not exceeding R100 per establishment. Travellers must submit receipts at all times with the claims and Institutions do not accept affidavits in lieu of receipts.

13.4.4 *Laundry/ironing dry cleaning for International Travel*

a) Reasonable actual expenditure for laundry, ironing or dry cleaning may be reimbursed to a Traveller when staying in an international Accommodation establishment, after the third day in the establishment. A maximum of eight items every two days may be laundered or dry cleaned. The Traveller must obtain prior approval for such expenses. Travellers must submit receipts at all times with the claims and Institutions do not accept affidavits in lieu of receipts.

b) A Traveller may have five items ironed on arrival at the international Accommodation establishment. Should a Traveller move to more than one Accommodation establishment or country during one official business trip, he, or she is allowed to launder five items at each establishment / country. The Traveller must obtain prior approval for such expenses. Travellers must submit receipts at all times with the claims and Institutions do not accept affidavits in lieu of receipts.

13.5 Private Accommodation

13.5.1 Travellers may choose to make use of private Accommodation (staying with family or friends) when they have approval to spend at least one night away from home for official business purposes, subject to paragraph 13.1.4 above.

13.5.2 Institutions will compensate Travellers the Fixed Daily Subsistence Allowance rate as per paragraph 16.4.2(e) below, on a pro-rata basis.

14. TRAVELLER HEALTH AND SAFETY

14.1 It is the duty of the Traveller to ensure that he or she is aware of and, or, complies with any health requirements and recommended precautions relevant to his or her travel.

14.2 Should it be confirmed that vaccinations may be necessary, the Traveller must consult his or her doctor or travel clinic prior to commencing travel, to ensure that the necessary vaccinations are administered.

14.3 The Institution will reimburse the Official for costs related to visiting a travel clinic for all authorized business related trips. When submitting a claim, the Institution will reimburse the Official only if proof is provided for the costs incurred.

14.4 Traveller has to show proof of the required vaccinations to enter the specific country. If the Traveller fails to obtain the required vaccinations and the trip fails as a result thereof, the Institution will settle the account, and if the Traveller is found liable, recover the amount from the Traveller.

14.5 The Traveller must carry the necessary vaccination document with him or her at all times.

14.6 It is not advisable for pregnant women to undertake flights during their first and third trimesters. Pregnant women are advised to consult their doctors before a flight.

15. TRAVEL INSURANCE

15.1 The Traveller must familiarise themselves with the relevant terms of the Institution's Insurance Policy before embarking on their journey and must always adhere to it.

15.2 The following arrangements are applicable to:

15.3 Medical Insurance

15.3.1 In the case of sickness or injury during a domestic trip, the Traveller is responsible for his or her own medical expenses, subject to the rights of the Traveller in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, the Defence Act, No. 42 of 2002, the Military Pension Act, No. 84 of 1976 and the Military Veterans Act, No. 18 of 2011.

15.3.2 For International Travel, the Institution will arrange insurance cover that includes medical and other related Travel Expenses, especially where proof of such is an entrance requirement.

15.3.3 The Institution may reimburse the Traveller for expenditure in respect of medical insurance, provided that proof of payment of the expenditure is attached to the claim.

15.3.4 The employee may be reimbursed for actual medical expenditure incurred during or as a result of an official journey abroad, that is not covered by medical insurance, provided that proof of payment of the expenditure is attached to the claim: Expenditure for medication will only be reimbursed upon production of a prescript by a medical practitioner.

15.4 Baggage Insurance

15.4.1 Each Institution carries its own risk and do, therefore, not offer insurance cover for domestic trips as. Each case of loss or damage will be considered on its own merit.

15.4.2 In the case of damage to or loss of a Traveller's property (excluding vehicles), the Institution may consider each case on its own merit to compensate the Traveller in terms of the Institution's Policy and Procedure on Losses and Claims if the damage or loss is not covered in terms of the carrier or the traveller's own insurance policy.

15.5 Car Insurance

15.5.1 The State shall bear its own damage and accident risks related to the material damage to a vehicle (Institutional vehicle or rental vehicle). Where a Traveller sustains bodily injury or death arising from a motor vehicle accident in South Africa, a Traveller may be entitled to claim from the Road Accident Fund.

15.5.2 The Institution self-insures vehicles rented for official purposes in South Africa. The Traveller must decline all waivers the Car Rental Company offers.

15.5.3 Whenever a vehicle is rented in any country outside of the Republic of South Africa, Travellers must accept the Comprehensive Motor Vehicle Insurance (Collision and Damage Waiver, Theft Waiver and Personal Liability) offered by Car Rental companies.

15.5.4 In the event of an accident, where a Traveller is physically and legally able to, the Traveller must notify the car rental company immediately and report the accident within 24 hours at the nearest police station to obtain a case number. The Traveller must notify the Institution and the TMC. The Traveller must complete the incident report required by the Car Rental Company within the period specified, failing which the Traveller could be held responsible for all damage charges. . The Traveller files the same accident report with their Institution.

15.5.5 Private vehicles utilised for official trips should be insured by the owner of the vehicle. Wear and tear on the vehicle including the replacement of tyres due to mileage is included in the rate per kilometre as determined by the Tariffs for the use of Motor Transport as determined by the Department of Transport, or the SARS rate, as elected by the Institution.

16. ADMINISTRATION OF TRAVEL EXPENSES

16.1 General Principles

16.1.1 The Institution budgets and accounts for all travel and subsistence expenditure.

16.1.2 The Traveller or the Travel Booker must obtain prior authorisation for all official business trips from the delegated Authorising Official.

16.1.3 Travellers, Travel Bookers and Authorising Officials, where practical, must book the most cost-effective travel arrangements.

16.1.4 The Institution must settle all invoices within thirty (30) days from receipt of invoice/statement.

16.1.5 Table 3 provides guidelines related to expenses usually associated with travel.

Table 3: Guidelines related to expenses associated with travel

Type of Expense	*Comment/Condition*
Laundry	See paragraphs 13.4.3 and 13.4.4 above
Toll fees	See paragraph 11.7.3 above and 16.6 below.
Use of business centers and communication	The Traveller selects the most cost effective mode of communication i.e. fax, email, local WiFi, roaming in accordance with the Institution's Cell Phone Policy and in exceptional circumstances where prior approval has been given. Institutions only reimburse costs on submission of proof of expenditure.
Gratuities/Tips	The Institution includes this in incidental expenses. This is the Traveller's token of appreciation of excellent services received and is for the Traveller's personal account. See paragraphs 16.4.2(f)(iv); 16.4.4(i) and 16.4.4(o)(iv)
Passports and visas	See paragraph 8.10 above
Excess baggage	See paragraph 12.5.4 above

Type of Expense	*Comment/Condition*
Forex costs/Commissions	The Institution covers all official business related expenses.
Cancellation/No-show	See paragraph 13.3 above
Airport parking	See paragraph 11.7 above
Refueling of institutional or rental vehicle	See paragraph 11.2.5 above
Room Service	See paragraph 16.4.2(f)(iv) below

16.2 **Dispute Resolution**

16.2.1 Where a discrepancy exists between the amount authorised and the final invoice, Travellers or Travel Bookers must confirm the accuracy and completeness of such invoices within five working days of receipt of the final invoice and provide such confirmation with other supporting documents before the payment is made.

16.3 Travel Lodge Cards

16.3.1 Institutions may lodge their travel credit cards ('lodge cards") with the TMC as a mechanism to improve the regulated thirty (30) day payment cycle for Travel Expenses and not to burden the TMC's cash flow.

16.3.2 The Institutions can use the lodge card to pay for Air Travel costs. For land arrangements, such as ground transportation and Accommodation, the Institutions use the bill-back method or the option of virtual cards may be considered.

16.3.3 The TMCs cannot pay themselves their management/service fee through the lodge card. The Institution pays the TMC directly on receipt of their invoice.

16.4 Subsistence Allowance[26]

16.4.1 General Principles

a) The Institution applies the double claiming exclusion in paragraphs **Error! Reference source not found.** and 8.16.4 above to all allowances.

b) Part XII and XIII of PSCBC Resolution 3 of 1999[27] makes provision for two kinds of allowances namely:

– *Special daily allowance:* Paid to compensate for incidental expenses

[26] http://www.dpsa.gov.za/dpsa2g/r_documents.asp

[27] http://www.dpsa.gov.za/dpsa2g/documents/pscbc/1999/03.pdf

when actual expenses are claimed.

- *Fixed daily subsistence allowance:* Payable when the Traveller is not claiming the actual expenses.

c) *Food and beverages* means the purchases of food and beverages served over the counter (take-away) or in a restaurant.

d) *Incidental cost* means requisitions of minor, casual or sub-ordinate nature, for example telephone cost, toll fees, parking fees, making of photocopies when on an official business trip.

e) AOs and AAs may, in the Institution's Travel Policy, reduce the subsistence allowance which a Traveller can qualify for.

16.4.2 Domestic Trips Longer than 24 Hours

a) Allowances for official domestic trips apply when Travellers are away from their Place of Work for twenty four (24) hours or longer. It is recorded hourly thereafter.

b) The calculation of the allowance will take effect from the hour that the Traveller departs from his or her Place of Work or residence (whichever one is the latest) and will end on the hour when the Traveller arrives back at his or her Place of Work or residence (whichever is the earliest) on a pro-rata basis.

c) When a Traveller stays in a guest house or hotel that does not provide for meals, he or she qualifies for the Special Daily Allowance and a Meal Allowance, subject to paragraph 16.4.2(e) (i) below.

d) If a Traveller makes use of private Accommodation while on an official business trip, the Institution compensates the Traveller at the Fixed Daily Subsistence Allowance, on a pro-rata basis, as announced by the DPSA annually or the rate set by a public entity in terms of the Institution's Travel Policy.

e) Subsistence allowances claimed by the Travellers of the Institution are dependent on the Institution's Travel Policy. The Minister for Public Service and Administration determines with effect from 01 April every year, the maximum subsistence and camping allowances payable. These tariffs for domestic travel are prescribed in terms of Part XII and XIII of PSCBC Resolution 3 of 1999 These allowances are:

i. *Special daily allowance*

If a Traveller must take an official business journey that lasts for 24 hours or longer, for each day or part of a day on the journey, he or she may **claim reasonable actual expenditure** on Accommodation plus an allowance as annually determined by the DPSA. Special daily allowance is paid to compensate for incidental expenses for which it is difficult to obtain receipts e.g. newspapers from street vendors when claiming actual expenses.

ii. *Fixed daily subsistence allowances*

If a Traveller must take an official business journey that lasts for 24 hours or longer, for each day or part of a day on the journey, he or she, may claim the fixed daily allowance in **circumstances where actual expenses are not claimed**. The amount is annually determined by the DPSA.

f) Meal Allowance

i. Meal allowances can be claimed in the following circumstances:

Breakfast

- If it is not included in the Accommodation arrangements; and, or,
- If the Traveller leaves his or her residence or Place of Work before 06h00.

Lunch

- Lunch may only be claimed if it is not provided by the host.

Dinner

- If it is not included in the Accommodation arrangements; and, or,
- If the Traveller returns to his or her residence or Place of Work after 20h00.

ii. The Institution must determine the meal allowance amounts within the maximum amounts as prescribed by the National Treasury Cost Containment directives.

iii. The maximum allowable amounts for meal allowances are contained in National Treasury's cost containment directives.

iv. Tips/gratuity on meals are for the Traveller's own account.

v. Room service is for the Traveller's own account.

vi. Receipts for meals must be kept and must be attached to the claim form.

vii. In cases where receipts are lost, the Traveller must submit an affidavit in terms of paragraph 11.3.3 above. The claim can only be processed once approval has been obtained from the AO/AA or Delegated Official.

viii. Institutions do not reimburse Travellers for any consumable items taken from mini bars in an Accommodation establishment. .

ix. Travellers cannot claim subsistence allowance for meals if the rate of the Accommodation establishment already includes dinner and, or, breakfast or if the host provides lunch, or if the conference fee includes lunch and, or, dinner.

16.4.3 Domestic Trips Less than 24 Hours

a) When an official business trip is less than 24 hours, the Traveller will qualify for a meal allowance in cases where meals are not provided by the host, under the following conditions:

i. Where the Traveller leaves his or her Place of Work or residence before 06h00 and only returns to his or her Place of Work or residence after 20h00;

ii. The total duration of the trip is 8 hours or more;
iii. The total duration of the trip is more than 4 hours but fewer than 8 hours.

b) Refer to National Treasury's cost containment directives for the allowance amounts for the scenarios listed in paragraph 16.4.3 above.

c) The Traveller must submit proof of the expenditure and must have the claim approved by the AO/AA or Delegated Official.

16.4.4 International Trips

a) The Minister for the Public Service and Administration determines, in terms of section 3(5)(a) and 5(6)(b) of the Public Service Act, 1994, read with Part V/E 2(a) of the Public Service Regulations 2001, the daily allowances in respect of certain countries for official visits abroad that will be effective 1 March of each year.

b) For International Travel, the different allowance rates for the different destination countries are annually disclosed in the Financial Manual[28] issued by the DPSA and annually gazetted by SARS[29]. Institutions may use either of these documents when calculating the allowance.

c) The foreign daily allowance of the country of destination must be utilised to calculate the allowance.

d) Allowances for International Travel must be calculated where the Traveller is away from his or her Place of Work for twenty four (24) hours or longer, and hourly thereafter. The calculation of the allowance shall take effect three (3) hours before flight departure and shall end three (3) hours after the return flight has landed.

e) If the Traveller travels from the country of destination to another country, the foreign daily allowance of the next country of destination is payable from the time that the Traveller departs from the first country of destination, up to when the Traveller departs from the next country of destination.

f) When Traveller returns to South Africa from abroad, a South African daily allowance (equal to the amount in respect of meals as well as incidental expenditure), will be payable to the Traveller, from his or her departure out of the last country of destination up to the reasonable time of arrival at his or her Place of Work or residence.

g) If a flight to the country of destination is not a direct flight and the Traveller will have to spend a period of time in transit in a country other than the country of destination, the foreign daily allowance applicable to the country of destination,

[28] Financial Manual for the Purposes of the Calculation and Application of Allowances and Benefits, July 2016, Annexure A: Accommodation on Official Journeys outside the Republic of South Africa. The Institution must refer to the Financial Manual published by the Department of Public Service and Administration (DPSA) and the Circulars on the DPSA website for the latest adjustments prior to implementing the allowances in the Table. http://www.dpsa.gov.za/dpsa2g/r_documents.asp

[29] Determination of the Daily Amount in respect of meals and incidental cost for the purposes of Section 8(1)(a)(i)(bb) of the Income Tax Act , No 58 of 1962) – Gazetted annually by SARS.

is payable to the Traveller.

h) No proof of expenditure is required for the payment of a foreign daily allowance to Travellers.

i) The purpose of the foreign daily allowance is to reimburse a Traveller for expenditure in respect of meals and incidental expenditure (e.g. Tips/gratuities, private telephone calls, newspapers and refreshments) and is payable to all Officials and up to the organisational level of Deputy Directors-General of departments, Officials reporting directly to the AO of a constitutional institution, and Officials reporting directly to the CEO of a public entity.

j) If an Institution is using the DPSA allowance rates for international travel, then the increased foreign daily allowance as set out in the Financial Manual, is payable to the Accounting officers/Directors-General of departments and constitutional institutions; mentioned in the first Schedule of the Public Service Act, 1994. Accounting authorities of public entities, chief executive officers of public entities or any other person in charge of a public entity.

k) The increased foreign daily allowance as set out in the Financial Manual, is also payable to Travellers (irrespective of rank) accompanying a Minister or Deputy Minister or a Traveller who accompanies the Minister, Deputy Minister or Head of Department for the period that he or she accompanies the Minister, Deputy Minister or Director General on their travels to reimburse the employee for expenditure in respect of meals and incidental expenditure.

l) The Institution must apply the double claiming exclusion in paragraphs **Error! Reference source not found.** and 8.16.4 to all allowances. For International Travel, the Institution does not pay the Traveller's actual expense claim where it is covered in terms of an allowance. Meals included in Accommodation rates will be excluded from the allowance e.g. claims are not permitted where breakfast is included in the Accommodation rate.

m) When expenditure on Accommodation is wholly covered by public funds, the Traveller is compensated on the following basis

   i. In the event of official visits to the countries listed:
      - The reasonable actual expenses in respect of Accommodation, dry cleaning and laundering as per paragraph 13.4.4 above; and
      - A special daily allowance to compensate for the Traveller's three meals and incidental expenses (e.g. reading matter, private telephone calls and soft drinks which do not form part of meals).

   ii. In the case of official visits to the countries that are not listed in the table published on an annual basis, the Traveller can claim the following:
      - The reasonable actual expenses in respect of Accommodation, dry cleaning and laundering as per paragraph 13.4.4 above;
      - The reasonable actual cost of three meals per day; and
      - A special daily allowance, equal to the special daily allowance for local official visits when actual expenses are claimed, to defray incidental expenses (reading material, private phone calls, soft

drinks which do not form part of meals, etc.).

n) The amounts set out in the Financial Manual per country are maximum amounts. When accommodation expenditure and related expenses are wholly or partially sponsored by the host, or where part of the meals (e.g. breakfast included in hotel accommodation expenses) is paid by the Institution the payment of a reduced special daily allowance must be considered.

o) The Institutions must make provision in their institutional policies for the payment of such reduced amounts. In the formulation of such a policy, Institutions are strongly advised to consider the following breakdown of the special daily allowance to determine the reduced special daily allowance to be paid:

   i. Breakfast: 20%
   ii. Lunch: 20%
   iii. Dinner: 45%
   iv. Incidental expenses: 15%. This covers tips, newspapers, room service, private telephone calls and soft drinks that are not part of meals.

p) Exchange Rates

   i. The rand value of expenses relating to the journey is calculated by using the exchange rate utilized by commercial banks to sell the currency concerned on the day on which the Traveller departs abroad.
   ii. If the Traveller is of the opinion that the date utilised for the calculation of the rand value of the expenses claimed, is prejudicial to him or her and there is sound reasons as to why another date should be utilised in his or her case and that another date should be utilised for the calculation of the rand value of a particular expense incurred in connection with the journey, the Traveller must, before he or she submits the claim, apply in writing to the relevant Delegated Official that another date be used and set out reasons for the request.
   iii. Losses suffered by a Traveller due to an unfavourable exchange rate at the conversion of foreign currency upon his or her return from a journey abroad, are regarded as expenses relating to the journey abroad and must be claimed by the employee as part of his or her claim.
   iv. In calculating the rand value of losses suffered as a result of the conversion of rands to foreign currency and vice versa, the losses suffered will be limited to the maximum amount approved for the journey (excluding expenses incurred before the journey). Losses suffered in relation to private money taken by the employee additional to such maximum amount will be for the account of the employee.

16.5 Kilometre Travel Claims

16.5.1 The Traveller must attach the kilometre calculation to the claim form setting out the expenditure claimed to verify that the kilometres claimed are reasonable. The Traveller must attach proof of a reputable map (e.g. Google maps), confirming the distances between the two locations.

16.5.2 If a Traveller (other than a senior manager or a middle manager who is receiving a car allowance as per paragraph 11.4.1 above) uses his or her own private vehicle to carry out official business duties, the Traveller will be compensated for the official kilometres travelled, either according to the Tariffs for the Use of Motor Transport, as determined by the Department of Transport or the SARS rates, as elected by the Institution.

16.5.3 Vehicle travel claims must be restricted to the actual distance travelled in excess of the normal distance from the Traveller's residence to his or her Place of Work.

16.5.4 The minimum kilometres that can be claimed must be set at fifty (50) kilometres cumulative in a month.

16.5.5 Kilometre travel claims must be submitted once per month, e.g. for the period 1 August – 31 August, the claim must be submitted on 1 September.

16.6 Parking & Tollgate Costs

16.6.1 Parking and tollgate costs incurred while on official business are reimbursable. The Traveller must supply proof of expenses or original receipts to the AO/AA or Delegated Official when submitting a claim.

16.6.2 Claims not accompanied by the relevant proof of payment or original receipts, are regarded as non-compliant and must not be paid.

16.6.3 The Institution does not pay for any e-tolling transactions where the Official did not fit an e-tag or did not ensure that they qualify for the reduced or discounted tariffs by paying within the required timeframe. When submitting an e-toll claim, the Institution will reimburse the Official only if proof is provided in the form of the e-toll invoice and, or, statement.

16.7 Submission of Claims

16.7.1 All claims for travel and subsistence must, where possible, be completed within seven days from the date of the Traveller's return.

16.7.2 A written motivation for late submission, recommended by the AO/AA or Delegated Official must accompany all claims that are older than one month from the date of the Traveller's return.

16.7.3 Travellers must submit claims related to a specific financial year before the end of that particular financial year. Only claims arising in March of a particular financial year, will be considered for payment in the following financial year.

16.8 Changes and Cancellations to Travel Reservations

16.8.1 In the event that the Traveller makes any changes to an authorised trip prior to the commencement thereof, the Traveller must inform the TMC of the changes and the Institution must issue an amended Travel Authorisation Form or purchase order.

16.8.2 These changes include, but are not limited to:

- a) Change in the period of stay. For International Travel a new Ministerial or AO/AA or Delegated Official approval will be required;
- b) Additional Accommodation required;
- c) Inclusion of rental vehicles or chauffeur driven vehicles;
- d) Change in dates of air tickets (if it is not on the same day);
- e) Change in amounts to any travel related expenditure; and
- f) Change of time in Air Travel arrangements

16.8.3 If the Traveller requests any changes after the commencement of an official business trip, the following will apply:

- a) If it occurs during office hours, the Travel Booker must be contacted to submit an amended Travel Authorisation Form or purchase order to the TMC;
- b) In the event of changes required after hours, the TMC must be contacted. Provided that the TMC obtains verbal approval or approval via SMS or email, the TMC will affect the changes. The Travel booker must submit an updated approved Travel Authorisation Form or purchase order within72 hours after lodging the request.

16.8.4 If changes to International Travel have a financial implication, the Traveller must prepare a new submission explaining the reason for the amendments and the cost implications thereof for approval by the Minister or in terms of the Institution's DOA Policy, within two working days.

16.8.5 If it is in the Traveller's ability to cancel a booking in time, the Traveller must report such to the TMC immediately to avoid any cancellation costs. Except for emergencies and circumstances beyond the control of the Traveller, the Traveller must submit proof to confirm such cancellation.

16.9 After-Hours Reservations

16.9.1 After-hour requests must be limited to Emergencies and are subject to additional service charges.

16.9.2 If the Travel Authorisation Form or the purchase order is not available at the time of the After-Hours Reservation, the Traveller or Travel Booker must forward it to the TMC within 72 hours of lodging the request. The TMC may follow up with the Institution and upon failure by the Institution to submit the Travel Authorisation Form or purchase order, the TMC may proceed to invoice the transaction.

17. GENERAL MATTERS

17.1.1 A Traveller may not demand an upgrade from any travel service provider. Upgrades due to personal preference will be for the Traveller's own personal account.

17.1.2 The Traveller is allowed to accept an upgrade, in the event that a travel service provider offers an upgrade, at no additional cost, and in terms of the Institution's Travel Policy.

17.2 Private Travel

17.2.1 For purposes of paragraph 17.2.2, private reservation requests to the appointed TMC must be indicated as such and must be settled directly with the TMC in the Traveller's own private capacity.

17.2.2 Personal travel may be combined with an official business trip if it does not conflict with the conduct of the Institution's official business and does not lead to additional expenses for the Institution. Institutions do not reimburse additional expenses incurred related to the personal travel arrangements. It must be paid by the Traveller in his or her own private capacity. If the cost of an air ticket is more expensive, as a result of the flight being booked on a different day to that required by the Institution, the difference in cost must be paid by the Traveller.

17.2.3 When a Traveller extends his or her official business trip to incorporate leisure days and the leisure period (excluding weekends and, or, approved leave), is equal to or exceeds the period of official business travel, The Institution deducts fringe benefit tax on behalf of SARS. The tax will be calculated based on the cost of the airfare as apportioned between the period of business travel and the leisure period.

17.2.4 It is the duty of the Traveller, at all times, to disclose information regarding the leisure portion of the official business trip to the AO/AA or Delegated Official.

18. KNOWLEDGE SHARING

18.1 The Traveller should, at all times, share the knowledge gained when travelling on official business which is for the benefit of the Institution.

18.2 The Traveller must prepare and distribute a comprehensive written report to all relevant stakeholders, after his or her return from an international trip to the Place of Work.

19. TRAVEL POLICY REVIEW AND GOVERNANCE

19.1 The National Treasury (OCPO) reviews the appropriateness of this NTPF on a frequent basis and, if necessary, will propose amendments to the AO/AA or Delegated Official.

19.2 Institutions must closely monitor their adherence to the NTPF and report contraventions to the OCPO of National Treasury and the AO/AA or Delegated Official of the Institution.

This may lead to consequence management against the offender, in accordance with the Institution's Disciplinary Policy.

20. EFFECTIVE DATE OF POLICY

20.1 Departments, Constitutional Institutions and public entities listed in Schedule 2 & 3 of the PFMA must adapt their institutional policies, instructions and standard operating procedures to the NTPF and have their Institutional Travel Policy fully implemented with effect 01 October 2017.

The Department has adapted the national Travel Policy Framework to our specifics and as per National Treasury Instruction No. 02 of 2017/18

Approved:

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H. Samson
Head of Department