



DEPARTMENT OF EDUCATION

DEPARTEMENT VAN ONDERWYS

LEFAPHA LA THUTO

ISEBE LEZEMFUNDO

156 Barkly Road
Homestead
KIMBERLEY 8301

IK Nkoane Education House
KIMBERLEY 8300
Republic of South Africa

Tel. (053) 8396500
Fax (053) 8396643

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF THE DEPARTMENT OF
EDUCATION: NORTHERN CAPE PROVINCIAL GOVERNMENT**

OPEN BID: BID NUMBER: NC/DE/002/2022-2023 CLOSING DATE: 11 NOVEMBER 2022

CLOSING TIME: 11:00 AM VALIDITY PERIOD: 120 DAYS

**DESCRIPTION: APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES FOR THE
PROVISION OF TRAVEL, ACCOMMODATION AND RELATED SERVICES FOR NORTHERN CAPE
DEPARTMENT OF EDUCATION FOR A PERIOD OF 36 MONTHS**

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

BID DOCUMENTS MAY BE POSTED OR DEPOSITED IN THE BID BOX AS FOLLOWS:

**SUPPLY CHAIN MANAGER
NORTHERN CAPE DEPARTMENT OF EDUCATION
IK NKOANE EDUCATION HOUSE
156 BARKLY ROAD
HOMESTEAD
KIMBERLEY
8301**

OR

**IN THE BID BOX SITUATED AT THE ENTRANCE AT THE SECURITY OFFICE (IK NKOANE
EDUCATION HOUSE), CORNER BARKLY ROAD AND ST PAULS ROAD.**

**Bid documents, which are too bulky to be placed in the bid box, may be delivered at SCM Block A, 1st
Floor, Room 41, Education Building (IK Nkoane Education House) Kimberley.**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it
will not be accepted for consideration at all.**

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

THERE WILL BE NO BRIEFING SESSION

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
BIDDERS ARE NOT ALLOWED TO USE CORRECTION FLUID ON THE BID DOCUMENT**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF
APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
NO FACSIMILE OR E-MAILED BID DOCUMENTS WILL BE ACCEPTED**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NORTHERN CAPE DEPARTMENT OF EDUCATION)

BID NUMBER:	NC/DE/002/2022-2023	CLOSING DATE:	11 NOVEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES FOR THE PROVISION OF TRAVEL, ACCOMMODATION AND RELATED SERVICES FOR NORTHERN CAPE DEPARTMENT OF EDUCATION FOR A PERIOD OF 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT

**IK NKOANE EDUCATION HOUSE, CORNER BARKLY AND ST PAULS ROAD, IN THE BID BOX SITUATED AT THE MAIN ENTRANCE BY THE
SECURITY OFFICE.**

FOR BID DOCUMENTS WHICH ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1st FLOOR, ROOM 41

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:
☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)			
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR NAME:	

[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 /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
--	---	---	--

SIGNATURE OF BIDDER	DATE
---------------------	------

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	
--	--

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)
-------------------------------	------------------------------------

TOTAL BID PRICE IN WORDS (ALL INCLUSIVE)	
---	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

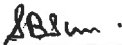
DEPARTMENT	NC EDUCATION	TECHNICAL INFORMATION MAY BE DIRECTED TO:
CONTACT PERSON	P. CHOCHÉ / P. DLADLA	CONTACT PERSON
TELEPHONE NUMBER	053 839 6571	TELEPHONE NUMBER
FACSIMILE NUMBER	053 839 6576	FACSIMILE NUMBER
E-MAIL ADDRESS	poppiechoche@ncdoe.gov.za / horatiusdladla@ncdoe.gov.za	E-MAIL ADDRESS

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) BID DOCUMENTS MUST BE COMPLETED IN BLACK INK.
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

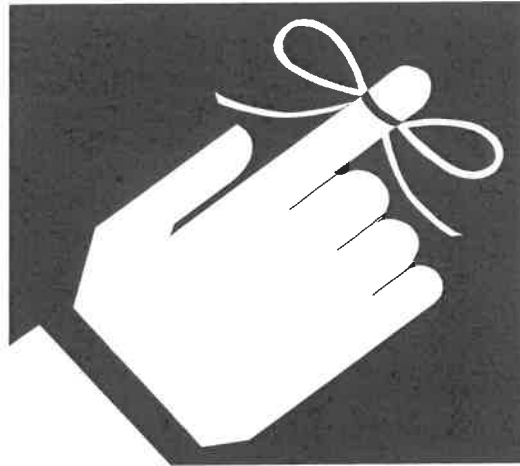
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



MR S.B. SEKHOACHA
CHIEF FINANCIAL OFFICER

IMPORTANT NOTICE

NOTE 1



**PLEASE NOTE THAT THIS BID CLOSES AT
THE OFFICE OF NORTHERN CAPE
DEPARTMENT OF EDUCATION, CORNER
OF ST PAULS AND BARKLY ROAD,
KIMBERLEY**

**TAKE NOTE - BIDDERS WHO WISH TO
MAKE USE OF SPEED SERVICES MUST
MARK DELIVERY "TO COUNTER" AND NOT
"TO PRIVATE BAG/BOX" ON THE STICKER.
BIDDERS MUST ALSO CONTACT THE
OFFICE, STATING THEIR TRACKING
NUMBER OF THE BID DOCUMENT.**

(See cover page for street address)

**BID DOCUMENTS DEPOSITED ANYWHERE
ELSE WILL BE REGARED AND TREATED AS
LATE BID**

IMPORTANT NOTICE

NOTE 2



**PLEASE NOTE THE FOLLOWING:
WITH REFERENCE TO THE ATTACHED
NCP 4:**

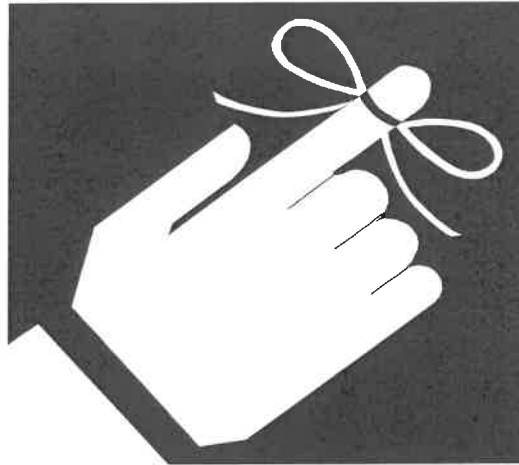
**SHOULD YOU BE INVOLVED IN A JOINT
VENTURE, BOTH PARTIES MUST FULLY
DECLARE INTEREST. PLEASE ENSURE
THAT YOU ARE AWARE OF ALL
INTERESTED PERSONS WHO SHOULD
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF
TRANSPARENCY AND THE TIMEOUS
CONCLUSION OF BIDS**

**BIDDERS ARE FURTHER REQUIRED TO ATTACH THEIR COMPANY'S
CIPC CERTIFICATE AS WELL AS CERTIFIED COPIES OF THEIR
DIRECTORS IDENTITY DOCUMENTS**

IMPORTANT NOTICE

NOTE 3



THERE WILL BE NO BRIEFING SESSION

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: NC/DE/002/2022-2023
Closing Time: 11:00	Closing date: 11 NOVEMBER 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by: **Northern Cape Department of Education**
 - At:
 - Brand and model:
 - Country of origin:
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery:
*Delivery: Firm/not firm
 - Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE A1



Province of the
NORTHERN CAPE

Department of Education

**Appointment of a Panel of Travel Management
Companies for the provision of travel,
accommodation and related services for
Northern Cape Department of Education for a
period of 36 months**

NC/DE/002/2022-2023

Date Issued: 14 October 2022

Closing date & time: 11 November 2022 at 11:00

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

IK Nkoane Education House
Corner Barkly and St Pauls Road
Main entrance by security office
Kimberley

1. INTRODUCTION

The NCDOE is arranging this bid because of the volume of travel management transactions deals with. This bid is also in line with the National Treasury Instruction Note 06 of 2022/2023.

2. DEFINITIONS

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

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

Air travel means travel by airline on authorised official business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Tax Legislation

3.1.1. Bidder(s) must be compliant when submitting a proposal to NCDOE with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order with South African Revenue Service (SARS) to meet the bidder's tax obligations.

3.1.3. Bidders are required to be registered on the Central Supplier Database.

3.1.4. Where Consortia / Joint Ventures are involved, the Consortia / Joint Venture must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2. Technical Legislation and/or Standards

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

4. BRIEFING SESSION

There will be no briefing session.

5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days.

6. CONTACT AND COMMUNICATION

6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person(s), **Ms Poppie Choche or Mr Pogisho Dladla** via email poppiechoche@ncdoe.gov.za or horatiusdladla@ncdoe.gov.za and/or **053 839 6571**.

6.2. The delegated office of NCDOE may communicate with Bidder(s) where clarity is sought in the bid proposal.

6.3. Any communication in respect of the bid must be directed to the contact persons on the bid document.

7. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted.

8. COUNTER CONDITIONS

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

9. FRONTING

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

10. SUPPLIER DUE DILIGENCE

NCDOE reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. SUBMISSION OF BIDS

- 11.1. Bid documents may either be placed in the tender box which is situated at the **security office by the main entrance (IK Nkoane Education House, 156 Barkly Road, Homestead)** OR if the document is too bulky it can be delivered

at **SCM Block A, 1st Floor, Room 41, IK Nkoane Education House** on or before the closing date and time.

- 11.2. Bid documents will only be considered if received by NCDOE before the closing date and time, regardless of the method used to send or deliver such documents to NCDOE.

12. SCOPE OF WORK

12.1. Background

NCDOE is currently using off-site TMCs for traditional bookings and using a manual booking system. The travel requisition is manually captured on forms by the traveller that go through a manual authorisation approval procedure and are then forwarded to the NCDOE travel SCM unit. The NCDOE travel SCM unit submits the request to the TMCs for quotations by email. The TMCs then submit quotations as required which goes through the approval workflow process and the Department confirms the booking by sending an official purchase order to the awarded TMC for travel booking.

NCDOE's primary objective in issuing this bid is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide NCDOE with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for NCDOE without any degradation in the services;
- c) Appropriately contain NCDOE's risk and traveller risk;
- d) Provide traditional off-site transactional booking model.

12.2. Travel Volumes

The current NCDOE total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2021/2022 as follows:

NC/DE/002/2022-2023

Appointment of a panel of Travel Management Companies for the provision of travel, accommodation and related services for Northern Cape Department of Education for a period of 36 months

Service Category	Estimated Number of Transactions per annum
Travel Agency Fees	1 568
Air travel - Domestic	187
Air Travel - International	3
Car Rental - Domestic	96
Car Rental - International	3
Shuttle Services - Domestic	30
Accommodation - Domestic	2 700
Accommodation - International	3
Conferencing	10
Bus/Coach bookings	3
After Hours	50
Parking	10
Insurance	3

Note: These figures are projections based on the current trends and they may change during the tenure of the contract.

12.3. Service Requirements**12.3.1. General**

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

- a. The travel services will be provided to all Travellers travelling on behalf of NCDOE, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that NCDOE is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 12.3.6.
- c. Familiarisation with current NCDOE travel business processes.
- d. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

- e. Manage the third party service providers by addressing service failures and complaints against these service providers.
- f. Consolidate all invoices from travel suppliers.
- g. It will be required for the bidder to be members of ASATA (Association of South African Travel Agents) and/or IATA (International Air Transport Association). Proof of such membership (ASATA and/or IATA) must be submitted with the bid at closing date and time.
- h. The Department reserves the right to book travel services directly from hospitality establishments.

12.3.2. Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel Booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. book the negotiated discounted fares and rates where possible.
- e. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. book parking facilities at the airports where required for the duration of the travel.
- g. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

- h. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- i. advise the Traveller of all visa and inoculation requirements well in advance.
- j. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- k. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- l. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- m. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- o. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are **non-commissionable**, where commissions are earned for NCDOE bookings all these commissions should be returned to NCDOE on a quarterly basis.
- p. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by NCDOE.
- q. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per NCDOE's instructions

12.3.3. Air Travel

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.

- d. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- e. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- f. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- g. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- h. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- i. Assist with lounge access if and when required.

12.3.4. Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with NCDOE's travel policy.
- c. NCDOE travellers may only stay at accommodation establishments with which National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or NCDOE.
- d. Accommodation vouchers must be issued to all NCDOE travellers for accommodation bookings and must be invoiced to NCDOE as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

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

12.3.5. Car Rental and Shuttle Services

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

12.3.6. After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

12.4. Financial Management

- 12.4.1. The TMC must implement the rates negotiated by National Treasury with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 12.4.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to NCDOE for payment within the agreed time period.
- 12.4.3. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to NCDOE's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

12.5. Technology, Management Information and Reporting

- 12.5.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 12.5.2. All management information and data input must be accurate.
- 12.5.3. The TMC will be required to provide the NCDOE with a minimum of one (1) standard monthly report that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- 12.5.4. Reports must be accurate and be provided as per NCDOE's specific requirements at the agreed time. Information must be available on a

transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

12.5.5. NCDOE may request the TMC to provide additional management reports.

12.5.6. Reports must be available in an electronic format for example Microsoft Excel.

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

i. Travel

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

ii. Finance

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

- 12.5.8. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

12.6. Account Management

- 12.6.1. An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 12.6.2. The TMC must assign a dedicated Account or Business Manager that is ultimately responsible for the management of the NCDOE's account.
- 12.6.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 12.6.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 12.6.5. Ensure that the NCDOE's Subsistence & Travel Policy is enforced.
- 12.6.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 12.6.7. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

12.7. Value Added Services

The TMC may provide the following value added services:

- 12.7.1. Destination information for regional and international destinations:
- i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;

- ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates
- 12.7.2. Electronic voucher retrieval via web and smart phones;
- 12.7.3. SMS notifications for travel confirmations;
- 12.7.4. Travel audits;
- 12.7.5. Global Travel Risk Management;
- 12.7.6. VIP services for Executives that include, but is not limited to check-in support.

13. PRICING MODEL

NCDOE requires bidders to bid on the traditional off-site transactional pricing model.

13.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

- 13.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- i. Off-site option (**Template 2**)

14. EVALUATION AND SELECTION CRITERIA

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

Compliance Checklist (Gate 0)	Functionality Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 14.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 65 points.

14.1. Gate 0: Compliance Checklist

Without limiting the generality of NCDOE's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

Table 1: Documents that must be submitted for Compliance Checklist

Document that must be submitted		
Invitation to Bid – SBD 1	YES/NO	Complete and sign the supplied pro forma document
Tax Status	YES/NO	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES/NO	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES/NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES/NO	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES/NO	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES/NO	Complete and sign
Registration on Central Supplier Database (CSD)	YES/NO	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the

NC/DE/002/2022-2023

Appointment of a panel of Travel Management Companies for the provision of travel, accommodation and related services for Northern Cape Department of Education for a period of 36 months

		registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	YES/NO	i. Bidders are required to submit their International Air Transport Association (IATA) licence / certificate (certified copy) at closing date and time. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
ASATA Licence / Certificate	YES/NO	a. Bidders are required to submit their Association of South African Travel Agents (ASATA) licence/certificate (certified copy) at closing date and time.
Pricing Schedule	YES/NO	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

14.2. Gate 1: Functionality Criteria = 100 points

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

Functionality will be evaluated as follows:

- i. Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 75 points of 100 points.
 - Technical Evaluation Criterion = 100 points

As part of due diligence, NCDOE reserves the right to conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at NCDOE's sole discretion.

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

Only Bidders that have met the 75 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

Appointment of a panel of Travel Management Companies for the provision of travel, accommodation and related services for Northern Cape Department of Education for a period of 36 months

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

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

i. Stage 1 – Price Evaluation (80 Points)

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

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

Where

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

ii. Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

NC/DE/002/2022-2023

Appointment of a panel of Travel Management Companies for the provision of travel, accommodation and related services for Northern Cape Department of Education for a period of 36 months

7	4
8	2
Non-compliant contributor	0

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

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

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level certificate (not consolidated sworn affidavit).

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. NCDOE will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

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

The Price and BBBEE points will be consolidated.

15. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date.

16. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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



Province of the
NORTHERN CAPE
Department of Education

Annexure A2

EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

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

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

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
DESKTOP EVALUATION		80			
1	GENERAL	Total weight of section 1			
1.1	Provide the reference letters from contactable existing/recent clients (within past 3 years) of a similar travel management services, whom we may contact for references. The letter (signed by a delegated official) must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction. 5 or more reference letters (20) 4 reference letters (15) 3 reference letters (10) 2 reference letters (5) 1 or no reference letters (0)	20			

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2	RESERVATIONS	Total weight of section 2	SECTION 12.3.2 TO 12.3.6		TO BE COMPLETED BY THE BIDDER
2.1	Service to be rendered Reservations (including negotiated rates) Air Travel Accommodation Car Rental and Shuttle Services After Hours and Emergency Services Bidder satisfies the requirement (40) Bidder satisfies the requirement with minor reservations (30) Bidder satisfies the requirement with major reservations (10) Bidder does not meet the requirement (0)	40	Section 12.3.2 Section 12.3.3 Section 12.3.4 Section 12.3.5 Section 12.3.6		
3	ACCOUNT MANAGEMENT	Total weight of section 3	SECTION 12.6		
3.1	Provide the proposed Account Management structure / organogram. (5) Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. (5)	20	Section 12.6.1 and 12.6.2 Section 12.6.3		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
	Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. (5) What is in place to ensure that the NCDOE's Subsistence & Travel Policy is enforced? (5)		Section 12.6.4 Section 12.6.5		
4	Bidder with a physical place of business in the Northern Cape Province	Total weight of section 4			
	- Proof of municipal bill (not older than three (3) months) OR valid lease agreement or any other FICA allowed proof of residence within the Northern Cape (20) - If bidder has no place of business in the Northern Cape (0)	20			

-
1. Bidders that pass **Gate 0**, i.e. will be deemed to be responsive, and will be expected to make a 20-minute presentation at their own cost. Bidders who fail to attend the presentation will automatically be disqualified.
 2. Functionality will comprise of (**Gate 1**):
 - Technical Evaluation Criterion = 100 points, and
 3. A bidder must score a minimum of 75% of functionality to qualify for further evaluation on price and BEE points (**Gate 2**).
 4. The NCDOE reserves the right to:
 - Request further information from any bidder after the closing date;
 - Verify information and documentation of the respective bidder;
 - Make sure that the bidder have at their disposal the necessary operational facilities to execute the contract to the satisfaction of the Department prior to the awarding of the contract.

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

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

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

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

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



Province of the
NORTHERN CAPE

Department of Education

PRICING SUBMISSION

RFP NO:

NC/DE/002/2022-2023

RFP NAME:

APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES
FOR THE PROVISION OF TRAVEL, ACCOMMODATION AND RELATED
SERVICES FOR NORTHERN DEPARTMENT OF EDUCATION FOR A
PERIOD OF 36 MONTHS

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **BID NC/DE/002/2018-2019** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

- 2.1.1 Bidders must submit a paper copy of the Pricing Schedule.
- 2.1.2 Bidders must sign all paper copies of their Pricing Schedule.
- 2.1.3 Bidders must complete and submit the templates attached, which is transactional fee model and offsite.
- 2.1.4 Bidders must reference BID main document section 13.2 for current travel volumes.

2.2 Input spreadsheets

- 2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook
- 2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

- 2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.



TEMPLATE 2: TRANSACTION FEE MODEL OFF-SITE SERVICES

RFP NO:

NC/DE/002/2022-2023

RFP NAME:

APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES FOR THE PROVISION OF TRAVEL, ACCOMMODATION AND RELATED SERVICES FOR NORTHERN DEPARTMENT OF EDUCATION FOR A PERIOD OF 36 MONTHS

BIDDER NAME

1.1 TRANSACTION FEES

			TRADITIONAL BOOKINGS			ONLINE BOOKINGS
ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	
1	Air Travel – International	3		R -	R -	
2	Air Travel – Regional	1		R -	R -	
3	Air Travel – Domestic	187		R -	R -	
4	Air Travel – International (Re-issue)	1		R -	R -	
5	Air Travel – Regional (Re-issue)	1		R -	R -	
6	Air Travel – Domestic (Re-issue)	1		R -	R -	
7	Refunds – Air Domestic	1		R -	R -	
8	Refunds – Air Regional	1		R -	R -	
9	Refunds – Air International	1		R -	R -	
10	Car Rental – Domestic	96		R -	R -	
11	Car Rental – Regional	1		R -	R -	
12	Car Rental – International	1		R -	R -	
13	Transfers/Shuttle – Domestic	30		R -	R -	
14	Transfers/Shuttle – Regional	1		R -	R -	
15	Transfers/Shuttle – International	1		R -	R -	
16	Accommodation – Domestic	2700		R -	R -	
17	Accommodation – Regional	1		R -	R -	
18	Accommodation – International	3		R -	R -	
19	Bus/Coach Bookings	1		R -	R -	
	Visa Assistance					
21	(Provision of documents and advice)	1		R -	R -	
22	Courier services for travel documentation	1		R -	R -	
23	SMS Notifications	1		R -	R -	
24	Parking bookings	1		R -	R -	
25	Cancellations	1		R -	R -	
26	Changes to bookings	1		R -	R -	
27	After Hours Services	1		R -	R -	
Total		3039			R -	
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	100.00%	0	
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R	-	

1.2 CONFERENCE TRANSACTION FEE

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



RFP NO:	NC/DE/002/2022-2023
RFP NAME:	APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES FOR THE PROVISION OF TRAVEL, ACCOMMODATION AND RELATED SERVICES FOR NORTHERN DEPARTMENT OF EDUCATION FOR A PERIOD OF 36 MONTHS
BIDDER NAME	

Price Declaration

Dear Sir/Madam,

Having read through and examined the Bid Document, the General Conditions, The Requirement and all other Annexures to the Bid Document, we offer to provide **OFF-SITE** travel management service to the **NC Department of Education** at the following total amounts (including VAT)

Template 1: Transaction Fee (On-Site)

Template 2: Transaction Fee (Off-Site)

R	-	(incl. VAT)
---	---	-------------

In words:

Template 3: Management Fee (On-Site)

Template 4: Management Fee (Off-Site)

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

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

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

Signature	Date
------------------	-------------

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:
Fax No:
Cell No:
Email:.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)