# PART A
# INVITATION TO BID

| | | | | | |
|---|---|---|---|---|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)* | | | | | |
| BID NUMBER: | **DCDT/01/2024/25** | CLOSING DATE: **28 JUNE 2024** | | CLOSING TIME: | **11:00** |
| DESCRIPTION | **REQUEST FOR PROPOSAL FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES WITHIN THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES (DCDT) FOR A PERIOD OF THIRTY-SIX (36) MONTHS** | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)* | | | | | |
| **PROPOSALS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES ,1166 PARK STREET, IPARIOLLI OFFICE PARK, HATFIELD, PRETORIA, BLOCK E GROUND FLOOR.** | | | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | **ROSINAH HLAHLA** | CONTACT PERSON | **LENNON NEMAKORANI** |
| TELEPHONE NUMBER | **012 427 8029** | TELEPHONE NUMBER | **012 421 7010** |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | **dcdttenders@dcdt.gov.za** | E-MAIL ADDRESS | **dcdttenders@dcdt.gov.za** |

| SUPPLIER INFORMATION | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | | NUMBER | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] ☐ 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 /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 THE QUESTIONNAIRE BELOW ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

# PART B
# TERMS AND CONDITIONS FOR BIDDING

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

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

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

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

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

DATE: ……………………………………………

# TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SARS

TAX CLEARANCE

TCC 001

# Application for a Tax Clearance Certificate

## Purpose

Select the applicable option ........ Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

## Particulars of applicant

| | |
|---|---|
| Name/Legal name (Initials & Surname or registered name) | |
| Trading name (if applicable) | |
| ID/Passport no | |
| Company/Close Corp. registered no | |
| Income Tax ref no | |
| PAYE ref no | 7 |
| VAT registration no | 4 |
| SDL ref no | L |
| Customs code | |
| UIF ref no | U |
| Telephone no | CODE - NUMBER |
| Fax no | CODE - NUMBER |
| E-mail address | |
| Physical address | |
| Postal address | |

## Particulars of representative (Public Officer/Trustee/Partner)

| | |
|---|---|
| Surname | |
| First names | |
| ID/Passport no | |
| Income Tax ref no | |
| Telephone no | CODE - NUMBER |
| Fax no | CODE - NUMBER |
| E-mail address | |
| Physical address | |

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

| Date started | Date finalised | Principal | Contact person | Telephone number | Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

**Audit**

Are you currently aware of any Audit investigation against you/the company? ........................................ YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct ______ to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...
      As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as 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

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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 |

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

## 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ........................................ Closing date:...................................

Name of bidder..............................................................................................

Postal address ...............................................................................................

..............................................................................................

Signature.......................................... Name (in print)..................................

Date................................................

Js475wc

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

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

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

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## 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

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

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

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

| **80/20** | **or** | **90/10** |
|---|---|---|

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Organisations which are owned by people who are women | 2.5/10 | N/A | | N/A |
| Black People (as per the definition in the B-BBEE ACT 53 of 2003 | 6/10 | N/A | | N/A |
| Organisations which are owned by persons with disabilities | 1.5/10 | N/A | | N/A |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: …………………………………………………………….

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company

State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

**ANNEXURE A1**

communications
& digital technologies
Department:
Communications & Digital Technologies
REPUBLIC OF SOUTH AFRICA

**Request for Proposal for Appointment of a Travel Company to provide travel management services within the Department of Communications and Digital Technologies (DCDT) for the period of 36 months**

**RFP NUMBER:DCDT/01/2024/25**

**Date Issued: 07 June 2024**

**Closing date and time: 28 June 2024 @11ham**

**Bid Validity Period: 90 days.**

**BID BOX ADDRESS:**

DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES

iParioli Office Park,

Building E, Ground Floor

1166 Park Street

Hatfield

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**TABLE OF CONTENT.**





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## 1. INTRODUCTION.

Department of Communications and Digital Technologies (DCDT) is a national department of the Government of the Republic of South Africa mandated to create a vibrant ICT sector that ensures that all South Africans have access to robust, reliable, affordable and secure ICT services to advance socio-economic development goals in order to build a better life for all.

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP).

To solicit proposals from potential bidder(s) for the provision of comprehensive travel, accommodation management and related services, including conference facilities to the Department of Communications and Digital Technologies (DCDT) for a period of 36 months.

This RFP does not constitute an offer to do business with the DCDT but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

## 3. DEFINITIONS

**Accommodation** means the rental of lodging facilities while away from one's place of abode, on authorised official duty.
**After-hours service** refers to an enquiry or travel request that is received by the TMC after normal working hours, i.e. 17h00 to 07h00 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.

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

**DCDT** means the Department of Communications and Digital Technologies.

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



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

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

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

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

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

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

**RFP** means request for proposals

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

**Shuttle Service** means the service offered to transport 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 DCDT official, consultant or contractor travelling on official business on behalf of (DCDT).



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**Travel Authorisation Form** is the official form utilised by DCDT reflecting the details and order number of the trip that is approved by the relevant authorising official.

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

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

**Travel Voucher** means a document issued by the TMC 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 DCDT by a dedicated consultant to ensure a seamless travel experience.

**VISA** is an endorsement on a passport indicating that the holder is allowed to enter, leave, or stay for a specified period of time in a country.

## 4. LEGISLATIVE FRAMEWORK OF THE BID.

### 4.1. Tax Legislation.

4.1.1. Bidders are required to be registered on the Central Supplier Database and the DCDT shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.2. Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### 4.2. Procurement Legislation.

DCDT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA), the Preferential



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Procurement Policy Framework Act, 2000 (Act No.5 of 2000) (PPPFA) and its regulations of 2022.

## 5. COMPULSORY BRIEFING SESSION.

5.1. **A compulsory briefing session will be held according to the below schedule:**

Date: 21 June 2024

Venue: Bluecrane Boardroom (DCDT Offices)

Time: 10:00

5.2. Bidders may address all technical and SCM compliance related matters in writing to dcdttenders@dcdt.gov.za.

5.3. All bidders are encouraged to compile a list of questions to be asked during the meeting.

5.4. All questions will be addressed during the meeting and No questions will be accepted after the briefing session.

**NB: Bidders who failed to attend the compulsory physical briefing session will be disqualified.**

## 6. TIMELINE OF THE BID PROCESS.

The period of validity of bid and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

| Activity | Due Date |
|---|---|
| Advertisement of bid on DCDT website and e-tender portal | 07 June 2024 |
| **Compulsory briefing Session** | **21 June 2024 @10ham** |
| Bid closing date | 28 June 2024 @11ham |

| | |
|---|---|
| Notice to bidder(s) | DCDT will endeavor to inform bidders of the progress until conclusion of the bid |

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

Any time or date in this bid is subject to change at DCDT's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DCDT to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DCDT extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 7. CONTACT AND COMMUNICATION.

7.1. The delegated official of DCDT will communicate with Bidder(s) in writing where clarity is sought.

7.2. Whilst all due care has been taken in connection with the preparation of this bid, DCDT makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DCDT, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

7.3. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DCDT (other than minor clerical matters), the Bidder(s) must promptly notify DCDT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DCDT an opportunity to consider if corrective action is necessary (if any).

7.4. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DCDT will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.5. All persons including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Biding process must keep the contents of the Bid and other such information confidential, and not disclose or



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use the information except as required for the purpose of developing a proposal in response to this Bid.

## 8. LATE BIDS.

8.1 No late bid documents will be accepted

8.2 Bid documents will only be considered if received by DCDT on or before the closing date and time. (Submission on e-mail will not be accepted).

## 9. 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.

## 10. FRONTING.

10.1. DCDT 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 DCDT will not tolerate any form of fronting.

10.2. The DCDT 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 calendar 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 DCDT may have against the Bidder / contractor concerned.

## 11. SUPPLIER DUE DILIGENCE.

DCDT 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.

## 12. SUBMISSION OF PROPOSALS.

12.1. Bid documents must be hand delivered to iParioli Office Park, 1166 Park Street, Block E Ground Floor, Hatfield, Pretoria and placed in the bid box to the aforementioned address on or before the closing date and time.

12.2. Bid documents will only be considered if received by DCDT on or before the closing date and time, (No e-mail submission will be accepted).

12.3. The bidder(s) are required to submit one (1) hard copy, the file must be marked correctly and sealed for ease of reference during the evaluation process. Furthermore, the file and information must be labelled and submitted in the following format:

| PROPOSAL |
|---|
| **Exhibit 1:**<br>Pre-qualification documents<br>(Refer to Section 18.1 - Gate 1: Pre-qualification Criteria (Table 1) |
| **Exhibit 2:**<br>General Conditions of Contract (GCC) |
| **Exhibit 3:**<br>Company Profile<br>Any other supplementary information |
| **Exhibit 4:**<br>Pricing Schedule<br>(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission) |

12.4. Bidders are requested to initial each page of the bid document on the bottom right-hand corner.



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## 13. ENQUIRIES BY DCDT.

For clarity seeking purposes, DCDT reserves the right to request clarification in writing from the short-listed Bidders as part of the bid evaluation process and the response will be in writing.

## 14. DURATION OF THE CONTRACT.

The successful bidder will be appointed for a period of 36 (thirty-six) months and the prices will remain firm for the duration of the contract.

## 15. SCOPE OF WORK

### 15.1. Background.

DCDT currently uses outsourced TMC services to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently manually operated. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the DCDT travel co-ordinator to allocate an order number. DCDT travel co-ordinators submit the Travel Requests through to the travel management company for bookings. This process may be automated at a later stage.

DCDT primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) that will achieve the following milestones:

Provide DCDT with the travel and accommodation management services that are consistent, reliable and maintain effective and efficient service delivery in line with the agreed service level agreement.

### 15.2. Travel Volumes.

The current DCDT total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2021/22, 2022/23 and 2023/24 as follows:

| Service Category | Number of Transactions for three financial years | Expenditures for three financial years |
|---|---|---|
| Air travel - Domestic | 3948 | 17 144 605 |
| Air travel - International | 271 | 12 903 697 |
| Air travel - Regional | 115 | 1 876 436 |
| Car Rental | 1903 | 14 494 618 |
| Shuttles | 2624 | 7 263 056 |
| Accommodation - Domestic | 4900 | 22 208 960 |
| Accommodation - International | 216 | 13 030 536 |
| Conferences/Events | 123 | 14120 493 |
| Airport parking | 33 | 10 650 |
| **TOTAL** | **14 133** | **103 053 051** |

**Note: These figures are based on the current trends and they may change during the tenure of the contract. The bidders must utilise the provided travel volumes when compiling the price schedule.**

15.3. **Service Requirements.**

15.3.1. **General.**

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

a. The travel and accommodation services will be provided to all Travellers travelling on behalf of (DCDT), locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that DCDT is responsible for the arrangement and cost of travel.

b. Provide travel and accommodation management services during normal office hours (Monday to Friday 07h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.(c)

c. Familiarisation with DCDT travel business processes.

d. Familiarisation with current travel suppliers and negotiated agreements that are in place between DCDT and third parties. Assist with further negotiations for better deals with travel service providers.

e. Familiarisation with current DCDT Travel Policy, the National Travel Framework, Instruction Notes from National Treasury, and implementations of controls to ensure compliance.

f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process between the Department and TMC.

g. The Department reserves the right to develop penalties clauses that are linked to the performance of the TMC.

h. Provide a facility for DCDT to update their travellers' profiles.

i. Manage the third-party service providers by addressing service failures and complaints against these service providers.

j. Update the database of suppliers with new ones suitable for use by the DCDT,

k. Consolidate all invoices from travel suppliers.

l. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

m. The TMC must have backup plan in case they have system downtimes so that the DCDT is not adversely affected.

15.3.2. **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 traveling needs from the traveller and/or travel booker.



RC

c. Be apprised of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.

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

e. Provide reasons to DCDT where three price comparisons cannot be secured or discounted fares and rates could not be offered.

f. Book the negotiated discounted fares and rates where possible.

g. 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.

h. Book parking facilities at the airports where required for the duration of the travel.

i. Respond and process all queries, requests, changes and cancellations within 48 hours and accurately.

j. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

k. Must issue all necessary travel documents, itineraries and vouchers within 48 hours to traveller(s) prior to departure dates and times.

l. Advise the Traveller on political situation to countries being visited, currency, visa and inoculation requirements well in advance.

m. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

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

o. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.

p. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.



RC

q. Visa applications will be the responsibility of the TMC; and the relevant information must be supplied to the traveller(s) where visas are required.

r. Negotiated airline fares, accommodation establishment rates, car rental rates, etc that are negotiated directly or established by National Treasury or by Department of Communications and Digital Technologies are **non-commissionable**, and where commissions are earned for DCDT bookings all these commissions should be returned to DCDT on a quarterly basis.

s. Ensure confidentiality in respect of all travel and accommodation arrangements and concerning all persons requested by (DCDT).

t. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per DCDT instructions.

15.3.3. **Air Travel.**

a. The TMC must be able to book full-service carriers as well as low-cost carriers.

b. The TMC must book the most cost-effective airfares possible for domestic travel.

c. For international flights, the airline which provides the most cost-effective and practical routings may be used.

d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).

f. Airline tickets must be delivered electronically (SMS and email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.

h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the DCDT and provide a report on refund management on a quarterly basis.



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

j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, weather conditions etc.)

k. Assist with lounge access if and when required.

15.3.4. **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. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with DCDT travel policy.

c. DCDT travellers may only stay at accommodation establishments where the DCDT 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 DCDT.

d. Accommodation vouchers must be issued to all DCDT travellers for accommodation bookings and must be invoiced to DCDT as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges and discounts negotiated.

e. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

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

15.3.5. **Car Rental and Shuttle Services.**

a. The TMC will book the approved category vehicle in accordance with the DCDT 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, no-shows, 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 DCDT 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 DCDT 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.

15.3.6. **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 07h00) and twenty-four (24) hours on weekends and Public Holidays.



RC

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.

15.3.7. **Communication**

a. The TMC is required to conduct workshops and training sessions for Travel Bookers of DCDT.

b. All enquiries and transgressions/non-compliance must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

c. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

15.3.8. **Financial Management.**

The TMC must implement the rates negotiated by DCDT with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

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

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

The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DCDT for the services rendered.

All accommodation will be processed by the TMC.

Consolidate Travel Supplier bill-back invoices.



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The travel lodge card will only be used for the payment of air travel locally and accommodation and ground transportation for overseas shall be consolidated through a corporate card vendor.

The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DCDT Financial Department on the agreed time period as per the agreement entered into between the DCDT and TMC, (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.

Ensure Travel Supplier accounts are settled timeously. TMC must submit all invoices before the 7th of each month.

15.4. **Technology, Management Information and Reporting.**

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

15.4.2. The service provider should be able to implement an Online Booking Tool to facilitate domestic bookings to optimise the services and related fees.

15.4.3. All management information and data input must be accurate.

15.4.4. The TMC will be required to provide the DCDT with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx

15.4.5. Reports must be accurate and be provided as per DCDT 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).

15.4.6. DCDT may request the TMC to provide additional management reports.

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



RC

15.4.8. 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
c) Complaints;
d) Consultant Productivity Report;
e) Long term accommodation and car rental;
f) Extension of business travel to include leisure;
g) Upgrade of class of travel (air, accommodation and ground transportation);
h) Description of discounted rates
i) 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) After-hours report;
i) Accidents report;
j) Booking amendment report;
k) Receipt delivery report;
l) Monthly Bank Settlement Plan (BSP) Report;
m) Refund Log;
n) Open voucher report, and
o) Open Age Invoice Analysis.

15.4.9. The TMC will implement all the necessary processes and programs to ensure that all the data is secured at all times and not accessed by any unauthorised parties.



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### 15.5. Account Management

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

15.5.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the DCDT account.

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

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

15.5.5. Ensure that the DCDT Travel Policy is enforced.

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

15.5.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers.

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

### 15.6. Value Added Services

The TMC must provide the following value-added services:

15.6.1. Destination information for regional and international destinations:

i. Health warnings;
ii. Weather forecasts;
iii. Places of interest;
iv. Visa information;
v. Travel alerts;
vi. Location of hotels and restaurants;
vii. Information including the cost of public transport;
viii. Rules and procedures of the airports;
ix. Business etiquette specific to the country;
x. Airline baggage policy; and

xi. Supplier updates

xii. Online check ins.

15.6.2. Electronic voucher retrieval via web and smart phones;

15.6.3. SMS, WhatsApp, and Email notifications for travel confirmations;

15.6.4. Travel audits;

15.6.5. Global Travel Risk Management;

15.6.6. VIP services for Executives that includes but not limited to check-in support.

15.7. **Cost Management**

15.7.1. The National Treasury cost containment measures and the DCDT Travel Policy are establishing a basis for a cost savings culture.

15.7.2. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment measures and DCDT Travel policy.

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

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

15.8. **Quarterly and Annual Travel Reviews**

15.8.1. Quarterly and annual reviews are required to be presented by the TMC Company on all DCDT travel activity in the previous three-month period. These reviews should be comprehensive and presented to DCDT Supply Chain Management teams as part of the performance management reviews based on the service level agreement.

15.8.2. Annual Reviews are also required to be presented to DCDT Chief Financial Officer and/or DDG: Administration.



RC

15.8.3. These Travel Reviews will include without limitation the following information.

i. The TMC should list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

15.9. **Conditions of contracts**

- Bidders are kindly requested to submit **one (1)** original in hard copy.
- Travel arrangements must be done with due consideration to the following: Where many people are involved, the DCDT reserves the right to exercise its own travel options and arrangements, taking into consideration any existing contract[s] with suppliers of services like charter flights or road transport.
- In line with the cost savings, the Department reserves the right to utilize internal staff to make booking arrangements for conferences or any other means thereof.
- In a case where Departmental officials source quotations and check the suitability of conference facilities and later request the bidder to confirm the booking and bill the Department, bidder will not charge more than 2.5%. This is for both International and local conferences.
- Therefore, when completing the price schedule:
  - ✓ **the bidder is required to first indicate the percentage where Departmental officials source quotations and check the suitability of conference facilities and later request the bidder to confirm the booking and bill the Department (not exceeding 2,5%), and**
  - ✓ **secondly, the bidder must indicate the percentage where the bidder does everything for conference bookings.**
- Department reserves the right to negotiate the percentage offered by the bidder for conference fees.
- Bidders are further requested to separate financial proposal from technical proposal.
- **Travel management Companies in Main Centres:** Only bidders of recognized Travel Management Companies, represented in main centres will be accepted. Main centres are, all cities, towns and/or places where scheduled

flights are undertaken by South African registered airline companies. These conditions are also applicable to international journeys.

- **Supporting Services:** Supporting services required, for example, organizing for renewal/issuing of passports, visas and travellers' cheques, special assistance, renting of busses or booking of bus tickets etc. Bidders may show separately which supporting services are available and at which reimbursement basis.
- Bidders are further requested to separate financial proposal from technical proposal.
- **Adjustments to Contract:** All discounts against the standard tariffs of, or on accumulated expenditure on airline, car rental, rail and bus companies and any rates may not be adjusted if such will disadvantage DCDT for the duration of the contract. Any new airline company, car rental company, etc. will only be included if initiated or accepted by the (DCDT).
- **Discounts:** When submitting the bid, information regarding special rates in place and all negotiated discounts for any service must be provided. It is also required for the agency to distinguish between standard discounts, special discounts and cumulative discounts, if any, they will all be reflected separately and the conditions applicable thereto also shown separately. It must also be clearly stipulated whether any discounts represent credits or other incentives such as travel Rands, etc.
- **Service Fees:** Travel management companies must submit their detailed fixed service fee per transaction in respect of the following:
  - Air travel arrangements (domestic and abroad). Service must be charged per return ticket.
  - Accommodation arrangements (domestic and abroad).
  - Car rental arrangements (domestic and abroad).
  - Bus service arrangement (domestic and abroad).
  - Train service arrangement (domestic and abroad).
  - Support service requests (itemized in relation to available services).

**Any fee not disclosed by the agency in the bid will not be paid by the Department.**

The Department reserves the right to standardize service fees where variances exists between the contracted agencies.



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An indication must also be given as to whether VAT will be payable on either of these fees.

Service fees charged by the Travel management company must be billed to the Department through the available facility separately for actual cost and not directly to the (DCDT).

The travel management company must also facilitate booking and payment of bus fares, the arrangement of visas, passports, foreign exchange, traveller's cheques and any other convenient means of finance available whenever such services are required.

- The Department reserves the right to appoint more than one contractor and or utilize internal staff.
- Once the bid has been awarded, the DCDT will provide the travel management company with a copy of the S&T policy, Departmental Procurement Policy, SCM Financial delegation and any relevant information.
- A Service Level Agreement (SLA) will be drawn up by the DCDT in consultation with the successful bidder.
- Officials from the Department may conduct site inspections at shortlisted bidders.

16. **PRICING MODEL.**

DCDT requires bidders to use one pricing model being the transactional fee model.

16.1. **Transaction Fees.**

**Refer Annexure A3: Pricing Schedule.**

16.1.1. 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).**

16.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

16.2. **Volume driven incentives.**

16.2.1. It is important for bidders to note the following when determining the pricing:

i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

ii. No override commissions earned through DCDT reservations will be paid to the TMCs;

iii. An open book policy will apply, and any commissions earned through the DCDT volumes will be reimbursed to DCDT,

iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution,

## 17. ADMISTRATIVE REQUIREMENTS

- Proof of Registration on Central Supplier Database (CSD).
- Initial the General Condition of Contracts (GCC).Complete and signed Standard bidding documents (SBD Forms)

## 18. EVALUATION AND SELECTION CRITERIA

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

| Pre-qualification Criteria (Gate 1) | Price and Specific goals (Gate 2) |
|---|---|
| Bidders must submit all documents as outlined in paragraph 18.1 (Table 1) below.<br>Only bidders that comply with ALL these criteria will proceed to Gate 2. | Only bidder(s) who complied with the requirements in gate 1 will be evaluated for price and specific goals in Gate 2. |

18.1. **Gate 1: Pre-qualification Criteria / Mandatory requirements.**

Without limiting the generality of DCDT 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).



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During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. **The bidder(s) proposal will be disqualified for non-submission of any of the mandatory requirements.**

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

| Document that must be submitted | Non-submission will result in disqualification? | |
|---|---|---|
| CSD Report | **YES** | The following will be verified:<br>i. Business status<br>ii. Government employee<br>iii. Restrictions of Supplier/ Director<br>The CSD verification outcome will take precedence. |
| IATA and ASATA Licence / Certificate | **YES** | i. Bidders are required to submit their International Air Transport Association (IATA) and Association of South African Travel Agents (ASATA) license/ certificate (certified copy) at closing date. No third-party certificates will be accepted. Where there are joint ventures one of the partners must be accredited by (IATA or ASATA) |
| Pricing Schedule | **YES** | i. Submit full details of the pricing proposal in Microsoft excel format as per Annexure A3 in a separate envelope.<br>ii. Bidders must utilise the travel volumes provided.<br>iii. the bidders must first indicate the percentage where Departmental officials source quotations and check the suitability of conference facilities and later request the bidder to confirm the booking and bill the Department (not exceeding 2,5%), and<br>iv. secondly, the bidders must indicate the percentage where the bidder does everything for conference bookings. |
| Structure of the team to be allocated to DCDT in order to indicate the readiness of the company to resume work in terms of numbers of resources allocated and their titles /responsibilities. | **YES** | The following documents must be submitted with the proposal:<br>• Structure of employees not less than seven (7) must be assigned to DCDT.<br>• Resumes |



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| | | |
|---|---|---|
| The allocated resources should have experience on booking procedures, international and local booking administrative processes, customer service, complaint handling procedures, reconciliation of accounts and ability to render services under tight timelines (e.g. after-hours service, changes, cancellation etc.) The team must have an average of 20 years or more experience. | | • Total team experience<br>• Number of allocated resources |
| The capacity of the TMC to deliver services. | **YES** | Bank letter for the current month with the qualifying amount of R 2 million (with original Bank stamp) |
| Bidders must submit written comprehensive proposals which sufficiently demonstrate their capacity and capability to effectively manage the relevant service areas. | **YES** | The following service areas should be clearly outlined:<br>• Booking of local and international accommodation<br>• Booking of local and international flights<br>• Ordering of FOREX<br>• Conferencing and venue bookings<br>• Shuttles and Car hire<br>• Billing process, invoicing turnaround time and account reconciliation<br>• Air tickets refunds<br>• Accidents Reporting<br>• Traffic fines Reporting<br>• Afterhours<br>• Booking Cancellations and no shows<br>• Complains handling mechanism, and<br>• Any other service areas |
| The service provider must have at least five (5) years' work experience and proven track record in the field of travel, accommodation and organizing of conferences. | **Yes** | The TMCs are required to submit **reference letters from companies where they are\were contracted** that are signed off by the delegated official on letterheads from contactable clients (work done should indicate start and end dates). |

18.2. **Technical Evaluation Criteria**

As part of due diligence, DCDT may conduct a site visit at the Bidder's premises

18.3. **Gate 2: Price and specific goals Evaluation (90+10) = 100 points.**

Only Bidders that have complied with requirements of gate 1 will be evaluated in Gate 2 for price and specific goals. Price and specific goals will be evaluated as follows:

In terms of regulation 7 of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points).
- Specific goals status level of contributor (maximum 10 points).

i. **Stage 1 – Price Evaluation (90 Points).**

| Criteria | Points |
|---|---|
| Price Evaluation<br>$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ | 90 |

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

Where

Ps = Points scored for comparative price of bid under consideration.

Pt = Comparative price of bid under consideration.

Pmin = Comparative price of lowest acceptable bid.



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ii. **Stage 2 – specific goals Evaluation (10 Points).**

a. **Specific goals allocation.**

A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

| Specific goals | Number of Points |
|---|---|
| Organisations which are owned by people who are women | 2.5 |
| Black People (as per the definition in the B-BBEE ACT 53 of 2003 | 6 |
| Organisations which are owned by persons with disabilities | 1.5 |

Specific gaols may be allocated to bidders on submission of the following documentation or evidence:

- CSD report or certified copy of Identity Document for Director of the Organisation
- Proof of disability confirming the nature of the disability (Letter from a General Practitioner)

b. **Joint Ventures, Consortiums and Trusts.**

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

**19. GENERAL CONDITIONS OF CONTRACT.**

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

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DCDT is prepared to enter into a contract with the successful Bidder(s).



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b. The bidder submitting the General Conditions of Contract to DCDT together with its bid, duly signed by an authorised representative of the bidder.

c. DCDT reserved the right to conduct the site inspection on the shortlisted bidders

d. DCDT will not be liable for invoices longer than 3 months unless due to unforeseen circumstances.

## 20. SERVICE LEVEL AGREEMENT.

20.1. Upon award DCDT and the successful bidder(s) will conclude a Service Level Agreement\ contract regulating the specific terms and conditions applicable to the services being procured by DCDT, in the format of the draft Service Level Indicators included in this bid pack.

20.2. DCDT reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

20.3. Bidder(s) are requested to:

a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

b. Explain each comment and/or amendment; and

c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

20.4. DCDT reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to DCDT or pose a risk.

## 21. SPECIAL CONDITIONS OF THIS BID.

DCDT reserves the right:

21.1. To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

## 22. DCDT REQUIRES BIDDER(S) TO DECLARE.

Bidders are required to declare the following in their technical response:

22.1. Confirm that the bidder(s) is –

a. Acting honestly, fairly, and with due skill, care and diligence, in the interests of DCDT,

b. Effectively employ its resources, procedures and appropriate technological systems for the proper performance of the services,

c. Acting with circumspection and treat DCDT fairly in a situation of conflicting interests;

d. Complying with all applicable statutory or common law requirements applicable to the conduct of business;

e. Making adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DCDT;

f. Avoiding any fraudulent and misleading advertising, canvassing and marketing;

g. Conducting their business activities with transparency and consistently uphold the interests and needs of DCDT as a client before any other consideration; and

h. Ensuring that any information acquired by the bidder(s) from DCDT will not be used or disclosed unless the written consent of the client has been obtained to do so.

## 23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD.

a. DCDT reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DCDT or **state owned companies falling under the oversight function of the DCDT** engages in any collusive biding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. Seeks any assistance, other than assistance officially provided by a DCDT, from any employee, advisor or other representative of a DCDT in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a DCDT;

c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DCDT officers, directors, employees, advisors or other representatives;

d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any DCDT's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a DCDT;

e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a DCDT;

f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a DCDT;

g. Has in the past engaged in any matter referred to above; or

h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Bid Defaulters kept at National Treasury.

## 24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.

24.1. The bidder should note that the terms of its Bid will be incorporated in the proposed contract by reference and that DCDT relies upon the bidder's Bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

24.2. It follows therefore that misrepresentations in a Bid may give rise to service termination and a claim by DCDT against the bidder notwithstanding the conclusion of the Service Level Agreement between DCDT 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.

**25. PREPARATION COSTS.**

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

**26. INDEMNITY.**

If a bidder breaches the conditions of this bid and, as a result of that breach, DCDT incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DCDT harmless from any and all such costs which DCDT may incur and for any damages or losses DCDT may suffer.

**27. PRECEDENCE.**

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

**28. LIMITATION OF LIABILITY.**

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

## 29. TAX COMPLIANCE.

No bid shall be awarded to a bidder who is not tax compliant. DCDT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DCDT, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

## 30. BID DEFAULTERS AND RESTRICTED SUPPLIERS.

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Bid Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

DCDT reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another DCDT institution.

## 31. GOVERNING LAW.

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

## 32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL.

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DCDT allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DCDT will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## 33. CONFIDENTIALITY.

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's bid(s) will be disclosed by any bidder or other person not officially involved with DCDT examination and evaluation of a Bid.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Bid. This bid and any other documents supplied by DCDT remain proprietary to DCDT and must be promptly returned to Department of Communications and Digital Technologies upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure DCDT written approval prior to the release of any information that pertains to (I) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

## 34. DCDT PROPRIETARY INFORMATION.

Bidder(s) may on their bid cover letter make declaration that they did not have access to any DCDT proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).



RoMopolo

31 May 2024

ANNEXURE A3

## PRICING SUBMISSION

| | |
|---|---|
| **RFP NO:** | DCDT/01/2024/25 |
| **RFP NAME:** | REQUEST FOR PROPOSAL FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES WITHIN THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES (DCDT) FOR A PERIOD OF THIRTY-SIX (36) MONTHS |
| **BIDDER NAME** | |

## PRICE INSTRUCTIONS

**1. STRUCTURE OF THE TENDER**

This spreadsheet for **RFP: DCDT/01/2020/21/A** 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 hard 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 transactional fee model -offsite

2.1.4 Bidders must reference main document section **15,2** for current travel volumes

***2.2 Input spreadsheets***

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

2.2.2 All worksheets in the electronic copy of the Pricing Schedule are password protected.

2.2.3 Bidders must not unprotect the spreadsheets and/or make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

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

2.2.5 Input cells are highlighted in light green. The Bidder must complete all input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.6 The Bidders are required to input the following cells only:

***2.3 Currency and VAT***

2.3.1 Bidders' proposed Pricing Schedules must be firm and not indicative.

2.3.2 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT.**

# TEMPLATE 2: TRANSACTION FEE MODEL
## OFF-SITE SERVICES

| | |
|---|---|
| **RFP NO:** | DCDT/01/2024/25 |
| **RFP NAME:** | REQUEST FOR PROPOSAL FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES WITHIN THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES (DCDT) FOR A PERIOD OF THIRTY-SIX |
| **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)** | **Unit Price (excl VAT)** | **Unit Price (incl VAT)** | **TOTAL Price (incl VAT)** |
| 1 | Air Travel – International | 271 | | R - | R - | | R - | R - |
| 2 | Air Travel – Regional | 115 | | R - | R - | | R - | R - |
| 3 | Air Travel – Domestic | 3948 | | R - | R - | | R - | R - |
| 4 | Air Travel – International (Re-issue) | 1 | | R - | R - | | R - | R - |
| 5 | Air Travel – Regional (Re-issue) | 1 | | R - | R - | | R - | R - |
| 6 | Air Travel – Domestic (Re-issue) | 1 | | R - | R - | | R - | R - |
| 7 | Refunds – Air Domestic | 1 | | R - | R - | | R - | R - |
| 8 | Refunds – Air Regional | 1 | | R - | R - | | R - | R - |
| 9 | Refunds – Air International | 1 | | R - | R - | | R - | R - |
| 10 | Car Rental – Domestic | 1903 | | R - | R - | | R - | R - |
| 11 | Car Rental – Regional | 1 | | R - | R - | | R - | R - |
| 12 | Car Rental – International | 1 | | R - | R - | | R - | R - |
| 13 | Transfers/Shuttle – Domestic | 2624 | | R - | R - | | R - | R - |
| 14 | Transfers/Shuttle – Regional | 1 | | R - | R - | | R - | R - |
| 15 | Transfers/Shuttle – International | 1 | | R - | R - | | R - | R - |
| 16 | Accommodation – Domestic | 4900 | | R - | R - | | R - | R - |
| 17 | Accommodation – Regional | 1 | | R - | R - | | R - | R - |
| 18 | Accommodation – International | 216 | | R - | R - | | R - | R - |
| 19 | Bus/Coach Bookings | 1 | | R - | R - | | R - | R - |
| 20 | Train bookings – International | 1 | | R - | R - | | R - | R - |
| 21 | Visa Assistance (Provision of documents and advice) | 1 | | R - | R - | | R - | R - |
| 22 | Courier services for travel documentation (visa & passports) | 1 | | R - | R - | | R - | R - |
| 23 | SMS Notifications | 1 | | R - | R - | | R - | R - |
| 24 | Cancellations | 1 | | R - | R - | | R - | R - |
| 25 | Changes to bookings | 1 | | R - | R - | | R - | R - |
| 26 | After Hours Services | 1 | | R - | R - | | R - | R - |
| 27 | Additional Ad-hoc Reports (per report) | 1 | | R - | R - | | R - | R - |
| 28 | Customised Reports (per report) | 1 | | R - | R - | | R - | R - |
| 29 | Debtors Account Reconciliation | 1 | | R - | R - | | R - | R - |
| 30 | Insurances | 1 | | R - | R - | | R - | R - |
| 31 | Conferences/Events | 123 | | R - | R - | | R - | R - |
| 32 | Foreign Exchange Orders(FOREX) | 1 | | R - | R - | | R - | R - |
| 33 | Other (Specify) | | | R - | R - | | R - | R - |
| 34 | Other (Specify) | | | R - | R - | | R - | R - |
| 35 | Other (Specify) | | | R - | R - | | R - | R - |
| | **Total** | 14124 | | | R - | | | R - |

| | | | | |
|---|---|---|---|---|
| **Percentage Split between Online Booking and Traditional Booking** | Percentage Traditional | | Percentage Online | |

**1.2 CONFERENCE TRANSACTION FEE**

| **Item** | **Description** | **Percentage Fee** | **Comment** |
|---|---|---|---|
| 1 | Conference Transaction Fee **(as a % of the Total turnover of the event)** | | Percentage where Departmental officials source quotations and check the suitability of conference facilities and later request the bidder to confirm the booking and bill the Department (not exceeding 2,5%) |
| 2 | Conference Transaction Fee **(as a % of the Total turnover of the event)** | | Percentage where the bidder does everything for conference bookings |

**1.3 COST ELEMENT BREAKDOWN**

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

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

| | |
|---|---|
| RFP NO: | DCDT/01/2020/21/A |
| RFP NAME: | |
| BIDDER NAME | |

## Price Declaration

Dear Sir/Madam,

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

| Template 1: Transaction Fee (On-Site) | | | |
|---|---|---|---|
| TRADITIONAL BOOKING | | ON-LINE BOOKING | |
| #REF! | (incl. VAT) | #REF! | (incl. VAT) |
| In words: | | | |
| | | | |

| Template 2: Transaction Fee (Off-Site) | | | |
|---|---|---|---|
| TRADITIONAL BOOKING | | ON-LINE BOOKING | |
| R - | (incl. VAT) | R - | (incl. VAT) |
| In words: | | | |
| | | | |

| Template 3: Management Fee (On-Site) | | | |
|---|---|---|---|
| TRADITIONAL BOOKING | | ON-LINE BOOKING | |
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We undertake to hold this offer open for acceptance for a period of **90** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the **Department of Communications and Digital Technologies**

We understand that **Department of Communications and Digital Technologies** are not bound to accept the lowest or any offer 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

## 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 (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

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

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