social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT CHECKLIST AND RETURNABLES

BID NC/SOC/001/2026: RENDERING OF TRAVEL AGENCY SERVICES TO THE DEPARTMENT OF SOCIAL DEVELOPMENT, NORTHERN CAPE PROVINCE, FOR A PERIOD OF 36 MONTHS.

Document Name	**Bidder to Tick (√) [where applicable]**	**For Office Use (SCM)**
Part A: Administrative Compliance Requirements		
Standard Bidding Document (**SBD 1**): Invitation to Bid		
IMPORTANT NOTES: 1; 2 & 3: Bidder took note and understood requirements		
Site verification form (to be fully completed and signed)		
TERMS OF REFERENCE for rendering of travel agency services		
SBD 3.1 Pricing Schedule to be completed, signed and witnessed by both witness		
SBD 4 Bidder's Disclosure (declare interest in other companies at paragraph 2.4)		
SBD 6.1 Preference Points claim form in term of the Preferential Procurement Regulations 2022 to be completed and signed		
Submit Registrar of Companies & Close Corporations/ Companies and Intellectual Property Registration Office **(CIPC)**, previously known as CIPRO. CIPC certificate is not relevant in the instance where a bidder is a sole proprietor. Copy of the certificate downloaded from CIPC's website will suffice.		
Submit copy of shareholders / owners / members **Identity Documents**.		
Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify the supplier's / service providers' company details as well as tax status on CSD**. The date of the report must be the latest i.e. at least 5 days before bid closure.**		
Part B: Mandatory Documents Required (Evaluation Criteria)		
Bidders are required to submit valid prove of registration as a registered travel agency as well as IATA and ASATA accreditation / membership certificates.		
Part C: Evaluation Criteria for Functionality		
Experience A minimum of three (3) years' experience in providing travel agency services is required, supported by verifiable and contactable references. Bidders must submit a signed reference letter/s on the referee's official company letterhead, indicating the contract period and contract value. The references must relate to contracts executed no earlier than January 2022. Failure to submit a reference letter/s confirming at least three (3) years of relevant experience will result in a score of zero (0) points being allocated. Experience of less than three (3) years will not be considered or acknowledged for scoring purposes.		

Financial Capacity

Demonstrate the financial capacity to render sustainable travel agency services. Bidders must submit reviewed or audited financial statements for the latest two (2) consecutive financial years, certified by a registered auditor or independent accounting professional. Acceptable periods include 2023/2024 and 2024/2025, or 2024/2025 and 2025/2026, whichever is applicable to the bidder. Failure to submit the required audited financial statements may result in the bidder being deemed non-responsive for this criterion.

Financial Indicator	Criteria	Points
i) Current Ratio (Current Assets ÷ Current Liabilities)	Below 1.5:1	0
	1,5:1 – 1,74:1	2
	1,75:1 – 1,99:1	4
	2:1 and above	6
ii) Quick Ratio ((Current Assets – Inventory - Prepaid Expenses) ÷ Current Liabilities))	Below 0.8:1	0
	0,8:1 – 0,99:1	2
	1:1 – 1,19:1	4
	1,2:1 and above	6
iii) Debt-to-Equity Ratio (Total Liabilities ÷ Total Shareholder Equity)	Above 1,51:1	0
	Above 1:1 – 1,5:1	2
	Above 0,5:1 – 1:1	4
	0,5:1 or less	6
iv) Working Capital (Current Assets - Current Liabilities)	Negative working capital	0
	Positive working capital up to R1 million	2
	Positive working capital above R1 million up to R3 million	4
	Positive working capital exceeding R3 million	6
v) Net Profit (Total Revenue – Total Expenses (Incl, Interest & taxes)	Positive net profit in at least one of the last two financial years	6
	No positive net profit in either of the last two (2) financial years	0

Human Resource Capacity

Demonstrate the bidder's human resource capacity to sustainably render travel agency services by submitting a comprehensive Company Profile, including an organisational structure that clearly outlines key personnel, their roles and responsibilities, and the resources available to support the effective delivery of travel management services.

Company office/site

The bidder must have a fully functional and operational office/site within the borders of South Africa. Site visits will be conducted prior to the evaluation of bids to verify the existence and operational status of the office/site. Accordingly, the Site Verification Form must be fully completed and submitted.

Bidders are required to provide prove of domicile in the form of the most recent municipal account and/or a valid lease agreement signed by both parties at the time of bid submission. Failure to submit acceptable prove of domicile may result in the bid being deemed non-responsive in respect of this criterion.

I, the undersigned (Bidder's full names & surname in print)

____

Confirm that all documents have been submitted on the day of bid closure

Signed at ______________________on this _________(day) of _________________(month)2026

Office Use: SCM official / Bid Committee Member
I, the undersigned (full names & surname in print)
____
Date: ____________________
Verified that all documents have been submitted on the day and time of bid closure

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE NORTHERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT							
RFQ NUMBER	NC/SOC//001/2026	CLOSING DATE:	29 Sept 2026	CLOSING TIME:	11:00	VALIDITY PERIOD:	120 Days
DESCRIPTION	**RENDERING OF TRAVEL AGENCY SERVICES TO THE NORTHERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT, FOR A PERIOD OF 36 MONTHS.**						

BIDDING RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Latlhi Mabilo Complex, Block C, 257 Barkly Road, Homestead, Kimberley 8301
OR
BIDDING DOCUMENTS MAY BE POSTED TO:
Private Bag X 5042, Kimberley, 8300

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Kedi Flatela**	CONTACT PERSON	**Lizette Rabie**
TELEPHONE NUMBER	**053 – 874 9180**	TELEPHONE NUMBER	**053 – 874 9294**
FAX-TO-EMAIL	**086 581 8668**	FACSIMILE NUMBER	**086 581 8668**
E-MAIL ADDRESS	**kflatela@ncpg.gov.za**	E-MAIL ADDRESS	**lrabie@ncpg.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER:					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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 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 DATE AND TIME TO THE CORRECT ADDRESS. THE BID BOX IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. 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.	NO FAXED OR E-MAIL BID DOCUMENTS WILL BE ACCEPTED
1.4.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC), TERMS OF REFERENCE AND IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED USING THE 80/20 POINT SYSTEM. PLEASE REFER TO SBD 6.1 FOR THE ALLOCATION OF POINTS FOR SPECIFIC GOALS.
1.5.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7) AND A SERVICE LEVEL AGREEMENT. [WHERE APPLICABLE]**
1.5	COMPLIANCE WITH IATA / ASATA REGULATORTY BODY IS MANDATORY. **VALID COPY OF REGISTRATION AS A TRAVEL AGENCY AS WELL AS CERTIFICATE OF IATA / ASATA** (AS PER TERMS OF REFERENCE) MUST BE SUBMITTED TOGETHER WITH THE BID.
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: ……………………………………………

IMPORTANT NOTICE

NOTE 1

PLEASE NOTE THAT THIS BID CLOSES AT:

DEPARTMENT OF SOCIAL DEVELOPMENT,
LATLHI MABILO COMPLEX, BLOCK C, 257 BARKLY ROAD, HOMESTEAD, KIMBERLEY.

TAKE NOTE:
BIDDERS THAT WISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK DELIVERY TO

REGISTRY, BLOCK F:
DEPARTMENT OF SOCIAL DEVELOPMENT,
257 BARKLY ROAD,
HOMESTEAD,
LATLHI MABILO COMPLEX
KIMBERLEY
8301

AND NOT TO

THE PRIVATE BAG

BIDDERS MUST ALSO CONTACT THE REGISTRY,
DEPARTMENT OF SOCIAL DEVELOPMENT
☎ 053 874 9100/9199/9200/9195/9194
STATING THE TRACKING NUMBER OF THE
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE DELIVERED.

BID DOCUMENTS DEPOSITED ANY WHERE ELSE WILL BE REGARDED AND TREATED AS LATE BIDS.

IMPORTANT NOTICE

NOTE 2

PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS SBD 4: BIDDER'S DISCLOSURE

- SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE, or SUB-CONTRACTING EACH ENTITY MUST DECLARE ITs INTERESTS ON A SEPARATE SBD 4

- ATTACH A COPY OF ALL SHAREHOLDERS', OWNERS / MEMBERS IDENTITY DOCUMENTS

- COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY, MUST ALSO BE ATTACHED TO BID DOCUMENTS.

- SEPARATE VALID TAX COMPLIANCE STATUS PIN CERTIFICATE OF PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-CONTRACTING MUST BE ATTACHED TO BID DOCUMENTS.

- SEPARATE CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT MUST BE SUBMITTED BY PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-CONTRACTING

- A TRUST, CONSORTIUM OR JOINT VENTURE OR SUB-CONTRACTING MUST SUBMIT A SEPARATE SBD 6.1 POINTS CLAIM FORM FOR EVERY SEPARATE BID.

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.

IMPORTANT NOTICE

NOTE 3

PLEASE NOTE THAT:

1. **ALL PRICES OFFERED MUST INCLUDE VALUE ADDED TAX (VAT).**

2. **COPIES OF ANY DOCUMENTS e.g. IDENTITY or REGISTRATION WITH A PROFESSIONAL- or REGULATORY BODY MUST BE SUBMITTED AT THE DATE AND TIME OF BID CLOSURE.**

3. **CORRECTION FLUID MAY NOT BE USED ON BID DOCUMENTS.**
CORRECT ERRORS BY DELETING IT NEATLY, RE-WRITE CORRECT INFORMATION
&
INITIAL NEXT TO CORRECTION.

4. **BID DOCUMENTS THAT HAVE TO BE WITNESSED, MUST BE WITNESSED BY TWO (2) WITNESSES.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.

Department of Social Development

Northern Cape Provincial Government

Terms of Reference for rendering of travel agency services for a period of three (3) years i.e. 36 months

BID No. NC/SOC/001/2026

1 SCOPE

Travel agency services are required by the following offices in the Northern Cape Province:

1.1 Provincial Office, Kimberley (Latlhi Mabilo Complex).

1.2 Frances Baard District: Kimberley (N G Meyer Building).

1.3 Pixley Ka Seme District: De Aar.

1.4 John Taolo Gaetsewe District: Kuruman.

1.5 ZF Mgcawu District: Upington.

1.6 Namakwa District: Springbok.

2 Average travel and accommodation requirements per year

2.1 International flights: 04

2.2 Domestic flights: 156

2.3 Domestic accommodation: 1 860

2.4 International accommodation: 04

2.5 Car rental / shuttle services: 20

3 Bidder must have a fully functional and operating Office/ Site. Site visits will be conducted prior to evaluation of bid to verify office operations. The site verification form must therefore be completed. Valid prove of domicile must be provided in the form of municipal account and/or signed valid lease agreement.

4 Professional fees must be calculated and quoted at a fixed flat rate for the initial period of twelve (12) months of the contract. Conference packages are however excluded from this requirement and may be quoted on a percentage basis. Thereafter, the appointed bidder(s) may apply an annual price escalation of up to 5%.

5 Bidders must submit valid prove that you are a registered travel agency as well as accreditation of **IATA [International Air Transport Association] and membership of ASATA [Association of Southern African Travel Agents]** at the time and date of bid closure. Copies of such prove must be submitted with the completed bid document at the date and time of bid closure.

6 Bidders are required to demonstrate Human Resources capacity to render sustainable travel agency services. Submit prove of Company Profile with organisational structure.

7 Three (3) years' experience in rendering travel agency services with verifiable / contactable references. Submit a signed off letter from a referee on their company letterhead. The letter must indicate the contract period as well as contract value.

8 The preferred bidder(s) must be available to process reservations, issue pro-forma invoices and accept orders during

8.1 Work days between 08:00 and 17:00.

8.2 Saturdays between 08:00 and 13:00.

8.3 An emergency service and number must be available if the need arises after hours, weekends, and public holidays.

9 General requirements for air and surface transportation

9.1 Checking the conformity to policy of the service provider (air flight company and accommodation service).

9.2 Perform fare checks on international bookings and advise the client.

9.3 Check and advise on fare reductions available.

9.4 Check and advise on restriction and conditions that may be applicable to fares.

9.5 Notification of cancellation of any travel and/or accommodation arrangements.

9.6 Visa / Passport requirements.

9.7 Travel insurance.

10 Financial Administration

10.1 Bidder shall submit their financial statements for 2023/2024 & 2024/2025 financial years or 2024/2025 & 2025/2026 financial years (Whichever are applicable), certified & signed by a registered financial accountant as to determine whether the bidder has the financial capacity to render sustainable travel agency services.

10.2 Preferred bidder(s) shall be required to submit invoices and statements weekly to the Department.

10.3 Preferred bidder(s) liaison and the Department's representative shall be required to reconcile account on a weekly basis.

11 Comprehensive itineraries

11.1 Itineraries with all tickets.

11.2 Additional itineraries provided.

Where surface arrangements are of a complex nature.

Itinerary consists of the following:

11.2.1 Full flight schedule.

11.2.2 Contact number.

11.2.3 Hotel reservation details.

11.2.4 Seat assignments, where possible.

11.2.5 Emergency contact details.

11.2.6 Visa/ Passport requirements.

11.2.7 Terminal details.

12 Tickets ordered

12.1 Domestic flight – collect ticket on departure.

12.2 International flight – collect ticket 1 (one) week in advance.

12.3 E – ticket arrangements.

12.4 SMS/ Emails booking and tickets confirmation to the user.

13 Car hire/shuttle services

13.1 Car hire/shuttle services limits must be as per the Departmental policy.

13.2 The vehicle must be road worthy.

13.3 The vehicle category as per Departmental policy.

13.4 Chauffer services must be provided.

13.5 SMS/ Emails booking and reservation confirmation to the user.

14 Accommodation facilities

14.1 Properly graded accommodation in terms of Tourism and Grading Council South Africa.

14.2 Notification to a client for any accommodation cancellation.

14.3 Alternative accommodation on emergencies.

14.4 Detailed sms/email bookings confirmation, thus including location, room number and contact person.

14.5 Parking space facilities.

14.6 SMS/ Emails booking and reservation confirmation to the user.

14.7 Group bookings (more than 10 officials)

14.8 Conference package without accommodation (venue, meals, stationery, overhead projector etc.)

14.9 Conference package inclusive of accommodation i.e. Bed, Breakfast, Dinner (venue, meals, stationery, overhead projector etc.)

15 Meals

15.1 Breakfast, lunch and supper limits must be as per the Departmental policy. Limits for meals as revised at the beginning of each financial year i.e. 01 April.

16 Additional needs / services

16.1 Security of the client.

16.2 VIP arrangements.

16.3 Luggage restrictions and arrangements.

16.4 Facilitate industry benefits.

16.5 Corporate Miles.

16.6 Membership card for client.

16.7 Parking facilities.

16.8 Professionalism.

16.9 Client reputation.

16.10 High standard of quality.

16.11 High standard of corporate ethics.

16.12 Proven industry network.

17 Penalties

Non-compliance with travel industry standards will result in the bidder being disqualified and/or contract being terminated.

18 Compliance with National Travel Framework and cost containment measures related to travel and subsistence allowances

The successful bidder(s) will be required to comply with the provisions contained in the National Travel Framework in terms of Instruction Note 6 of 2022/2023 published by National Treasury, as well as Provincial SCM Instruction Note 02 of 2025/2026: Northern Cape Provincial Government cost containment related to travel and accommodation [herewith attached].

Department of Social Development

Northern Cape Provincial Government

Evaluation Criteria for Functionality: Travel agency services

Scorecard: Bid No. NC/SOC/001/2026

NAME OF BIDDER: ____

<table>
<tr><th>CRITERIA</th><th>WEIGHT</th></tr>
<tr><td>Experience

A minimum of three (3) years' experience in providing travel agency services is required, supported by verifiable and contactable references. Bidders must submit a signed reference letter/s on the referee's official company letterhead, indicating the contract period and contract value. The references must relate to contracts executed no earlier than January 2022. Failure to submit a reference letter/s confirming at least three (3) years of relevant experience will result in a score of zero (0) points being allocated. Experience of less than three (3) years will not be considered or acknowledged for scoring purposes.</td><td>30</td></tr>
<tr><td>Financial Capacity

Demonstrate the financial capacity to render sustainable travel agency services. Bidders must submit reviewed or audited financial statements for the latest two (2) consecutive financial years, certified by a registered auditor or independent accounting professional. Acceptable periods include 2023/2024 and 2024/2025, or 2024/2025 and 2025/2026, whichever is applicable to the bidder. Failure to submit the required audited financial statements may result in the bidder being deemed non-responsive for this criterion.
<table>
<tr><th>Financial Indicator</th><th>Criteria</th><th>Points</th></tr>
<tr><td rowspan="4">i) Current Ratio
(Current Assets ÷ Current Liabilities)</td><td>Below 1.5:1</td><td>0</td></tr>
<tr><td>1,5:1 – 1,74:1</td><td>2</td></tr>
<tr><td>1,75:1 – 1,99:1</td><td>4</td></tr>
<tr><td>2:1 and above</td><td>6</td></tr>
<tr><td rowspan="4">ii) Quick Ratio
((Current Assets – Inventory – Prepaid Expenses) ÷ Current Liabilities))</td><td>Below 0.8:1</td><td>0</td></tr>
<tr><td>0,8:1 – 0,99:1</td><td>2</td></tr>
<tr><td>1:1 – 1,19:1</td><td>4</td></tr>
<tr><td>1,2:1 and above</td><td>6</td></tr>
<tr><td rowspan="4">iii) Debt-to-Equity Ratio
(Total Liabilities ÷ Total Shareholder Equity)</td><td>Above 1,51:1</td><td>0</td></tr>
<tr><td>Above 1:1 – 1,5:1</td><td>2</td></tr>
<tr><td>Above 0,5:1 – 1:1</td><td>4</td></tr>
<tr><td>0,5:1 or less</td><td>6</td></tr>
<tr><td rowspan="4">iv) Working Capital
(Current Assets – Current Liabilities)</td><td>Negative working capital</td><td>0</td></tr>
<tr><td>Positive working capital up to R1 million</td><td>2</td></tr>
<tr><td>Positive working capital above R1 million up to R3 million</td><td>4</td></tr>
<tr><td>Positive working capital exceeding R3 million</td><td>6</td></tr>
<tr><td rowspan="2">v) Net Profit
(Total Revenue – Total Expenses (Incl, Interest & taxes)</td><td>Positive net profit in at least one of the last two financial years</td><td>6</td></tr>
<tr><td>No positive net profit in either of the last two (2) financial years</td><td>0</td></tr>
</table></td><td>30</td></tr>
</table>

Human Resource Capacity Demonstrate the bidder's human resource capacity to sustainably render travel agency services by submitting a comprehensive Company Profile, including an organisational structure that clearly outlines key personnel, their roles and responsibilities, and the resources available to support the effective delivery of travel management services.	20
Company office/site The bidder must have a fully functional and operational office/site within the borders of South Africa. Site visits will be conducted prior to the evaluation of bid to verify the existence and operational status of the office/site. Accordingly, the Site Verification Form must be fully completed and submitted. Bidders are required to provide prove of domicile in the form of the most recent municipal account and/or a valid lease agreement signed by both parties at the time of bid submission. Failure to submit acceptable prove of domicile may result in the bid being deemed non-responsive in respect of this criterion.	20
Total points	**100**

If 75% of functionality criteria are not met, a bid will not be considered for further evaluation.

social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

Private Bag X 5042, KIMBERLEY, 8300. Latlhi Mabilo Complex, 257 Barkly Road, KIMBERLEY 8300.
Tel (053) 874 9180, Fax (086) 581 8668, E-mail address: kflatela@ncpg.gov.za

BID NUMBER: NC/SOC/001/2026: RENDERING OF TRAVEL AGENCY SERVICES

SITE VERIFICATION & OFFICE OPERATIONS

NAME OF COMPANY: ______________________________

PHYSICAL ADDRESS:

____

____

____

TELEPHONE NUMBER: ______________________________

CELLPHONE NUMBER: ______________________________

E-MAIL ADDRESS: ______________________________

I/ WE HEREBY CONFIRM THAT THE ABOVE ADDRESS IS WHERE THE BUSINESS IS OPERATING FROM SINCE______________________________

NUMBER OF TRAVEL CONSULTANTS: ______________________________

NUMBER OF INVOICE PERSONNEL: ______________________________

NAME: ______________________________

SIGNITURE: ______________________________

OCCUPATION: ______________________________

DATE:______________________________

SITE VERIFICATION CONDUCTED BY (official[s]):

NAME: ____________________	NAME: ____________________
SIGNATURE: ____________________	SIGNATURE: ____________________
OCCUPATION: ____________________	OCCUPATION: ____________________
DATE: ____________________	DATE: ____________________

Price Schedule

NOTE:

- ✓ **Rates <u>must</u> be inclusive of VAT.**
- ✓ Professional fees must be calculated and quoted at a **fixed flat rate** for the initial period of **twelve (12) months** of the contract. **Conference packages** are **however excluded** from this requirement and may be quoted on a **percentage basis**. Thereafter, the appointed bidder(s) may apply an **annual price escalation of up to 5%.**
- ✓ **A site inspection** will be conducted at bidders' offices – it is therefore **essential** to **indicate** the **street address** of the **office,** the **name** of a **contact person** and **contact details i.e. telephone and e-mail.**

Name of Bidder: ………

Bid Number: NC/SOC/001/2026, for a period of 36 months.

Closing Date: 29 September 2026 **Closing Time: 11:00**

Offer is to remain valid for **120 days** after official closing date.

Use only **black** ink to complete this SBD 3.1.

This SBD 3.1 must be fully completed – failure to adhere shall result in a non-responsive bid.

The following rate card must be completed by bidders.

Other rate cards in other formats will **not be accepted** – rate cards other than the one underneath will be regarded as **non-responsive.**

AIR TRAVEL		1st Year Flat Rate (Incl. VAT)	Escalation by 13th month (incl. VAT)		2nd Year Flat Rate (Incl. VAT)	Escalation by 25th month (incl. VAT)		3rd Year Flat Rate (Incl. VAT)
			5%	**R**		**5%**	**R**	
			1. AIR TICKETS – SERVICE FEES					
1.1	Domestic Air Tickets (Return) (service fee)							
1.2	International Air Tickets (Return) (service fee)							
1.3	Route Change (service fee)							
1.4	Amendment of Air Ticket (service fee)							
1.5	Cancellation of Air Ticket (service fee)							
1.6	After Hour Service (service fee)							
			2. ACCOMMODATION – SERVICE FEES					
2.1	Domestic Hotels / Guest Houses (service fee)							
2.2	International Hotels / Guest Houses (service fee)							

ACCOMMODATION – SERVICE FEES [continue]		1st Year Flat Rate (Incl. VAT)	Escalation by 13th month (incl. VAT)		2nd Year Flat Rate (Incl. VAT)	Escalation by 25th month (incl. VAT)		3rd Year Flat Rate (Incl. VAT)
			5%	**R**		**5%**	**R**	
2.3	Penalty no-show (service fee)							
2.4	Penalty: relocating to alternative accommodation due to dissatisfaction with accommodation initially reserved (service fee).							
2.5	Cancellation Fee							
2.6	Group Bookings (2-9 officials)							
2.7	Group Bookings (more than 10 officials)							
2.8	Conference package without accommodation i.e. bed, breakfast & dinner (venue, meals, stationery, overhead projector etc.)							
2.9	Conference package inclusive of accommodation i.e. bed, breakfast, dinner (venue, meals, stationery, overhead projector etc.)							
3. CAR HIRE – SERVICE FEES								
		1st Year Flat Rate (Incl. VAT)	Escalation by 13th month (incl. VAT)		2nd Year Flat Rate (Incl. VAT)	Escalation by 25th month (incl. VAT)		3rd Year Flat Rate (Incl. VAT)
			5%	**R**		5%	**R**	
3.1	Domestic Car Hire (self-driven) (service fee)							
3.2	Cancellation Fee							
3.3	Upgrading after receipt of reserved vehicle (service fee)							
3.4	International Car Hire (self-driven) (service fee)							
3.5	Cancellation Fee							
3.6	Upgrading after receipt of reserved vehicle (service fee)							

CAR HIRE – SERVICE FEES [continue]		1^{st} Year Flat Rate (Incl. VAT)	Escalation by 13^{th} month (incl. VAT)		2^{nd} Year Flat Rate (Incl. VAT)	Escalation by 25^{th} month (incl. VAT)		3^{rd} Year Flat Rate (Incl. VAT)
			5%	R		5%	R	
3.7	Chauffer Driven Service (service fee)							
4. ADDITIONAL SERVICES OFFERED, BUT NOT REQUIRED – PLEASE LIST SUCH SERVICES & SERVICE FEES								
4.1								
4.2								
4.3								
4.4								
4.5								
4.6								

5 The Department reserves the right to charge penalty fees if preferred bidder does not secure reservations after receipt of an official order, similarly, if services are not rendered in the time period as indicated by the bidder.

EVALUATION CRITERIA:

NB: Bidders are required to comply with all the requirements set out in items 1–6 below. Only bidders who fully comply with these requirements will be eligible to proceed to the next stage of the bidding process.

1 The preferred bidder may not submit variation orders afterwards – prices offered must be firm.

2 A two-stage bidding process will be followed, where the first stage involves minimum percentage qualification for functionality as a criterion and the second stage price and specific goals points

3 Bidders must submit valid prove that you are a **registered travel agency as well as accreditation of IATA [International Air Transport Association] and membership of ASATA [Association of Southern African Travel Agents]** at the time and date of bid closure. Copies of such prove must be submitted with the completed bid document at the date and time of bid closure.

4 Bidders must submit a copy of their CIPC (formerly CIPRO) Company Registration Certificate. A company registration certificate downloaded directly from the CIPC website will be accepted for this purpose.

Note: This requirement does not apply to Sole Proprietors, as they are not required to register with the Companies and Intellectual Property Commission (CIPC).

5 Bidders are to submit **copy of owners / shareholders / members Identity Documents.**

6 Bidders are required to submit their detailed **Central Suppliers Database (CSD) registration report** (not the summary report) together with the bid document. **The date of the report must be the latest i.e. at least 5 days before bid closure.**

7 **CONFIRMATION OF PRICES**

I, the undersigned (full names & surname in print):

....

Certify that the prices offered are firm and that I have read all directives on this price schedule, SBD 3.1

SIGNED AT..ON THIS........................ DAY OF .... (month) 2026.

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

AS WITNESS

1.. SIGNATURE: WITNESS	.... WITNESS: PRINT NAME & SURNAME
2.. SIGNATURE: WITNESS	.... WITNESS: PRINT NAME & SURNAME

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

---

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

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.... Signature

.... Date

.... Designation

.... Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the **<u>80/20</u>** preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.3.1.2 <u>SPECIFIC CONTRACT PARTICIPATION GOALS</u> **20**

Specific Goal	Points allocated	Evidence (proof) to be submitted to claim the points
Youth	5	Bidders must submit the latest full Central Supplier Database [CSD] report. **<u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>**

Women	3	Bidders must submit the latest full Central Supplier Database [CSD] report. **The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.**
People living with disabilities	2	Submission of signed-off letter by a Medical Practitioner [Doctor's letter] indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
Black bidder *[persons, or category of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability]*	10	Bidders must submit the latest full Central Supplier Database [CSD] report. **The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.**
Total points	**20**	

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**

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

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**

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

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)
Youth	NOT APPLICABLE	5	NOT APPLICABLE	
Women		3		
People living with disabilities		2		
Black bidder		10		

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:	....
	....
	....
	....

NCPT NORTHERN CAPE PROVINCIAL TREASURY	PROVINCIAL SCM INSTRUCTION NOTE NO. 02 OF 2025/2026 PUBLIC FINANCE MANAGEMENT ACT (ACT 1 OF 1999)

NORTHERN CAPE PROVINCIAL GOVERNMENT COST CONTAINMENT RELATED TO TRAVEL AND ACCOMMODATION

TO ALL:	ACCOUNTING OFFICERS CHIEF FINANCIAL OFFICERS HEADS OF SUPPLY CHAIN MANAGEMENT

1. PURPOSE

1.1 The purpose of this instruction note is to prescribe market-related rates for domestic accommodation for the Northern Cape Provincial Government in line with the implementation of the National Treasury Instruction Note No. 01 of 2024/2025, as well as the new National Travel Guideline.

2. BACKGROUND

2.1 National Treasury issued Instruction Note No. 01 of 2024/2025: Revised Cost Containment Measures, as well as the National Travel Guideline (NTG), for the consistent decision-making by institutions that facilitate travel, accommodation, and related expenditure. This instruction note repealed National Treasury SCM Instruction Note No. 07 of 2022/2023: Cost Containment related to Travel and Subsistence.

2.2 The NTG contains principles relevant to certain circumstances, and it does not provide any procedures or processes, therefore, institutions are required to develop their own institutional travel policies and procedures, considering the principles contained in the NTG as may be necessary, having regard to the mandate and operational requirements of the institution.

3. GRADING AS A REQUIREMENT IN GOVERNMENT TO ONLY STAY IN GRADED ACCOMMODATION ESTABLISHMENTS

3.1 South African Tourism, through its Grading Council component, is mandated to provide quality assurance of tourism products and facilities through, amongst others, the grading of establishments such as hotels, bed & breakfasts, guest houses, and conference venues in South Africa.

3.2 To promote the grading establishments throughout the country, Cabinet approved that government institutions should, with effect from January 2005, procure accommodation only from graded establishments and that, in instances where graded accommodation is not available, the use of establishments which are not graded by the Grading Council may be permitted.

4. MAXIMUM ALLOWABLE RATES FOR DOMESTIC ACCOMMODATION

4.1 Table 1 indicates the maximum allowable rates per accommodation type and per star grading of the establishment that may be booked for travellers on official business.

4.2 BAND 1: This band is for a room only, and the price is inclusive of VAT and the Tourism Levy. The band to be booked is for a traveller who only requires lodging and will be taking his/her meals elsewhere. Expenses for meals can be claimed within the maximum daily amount as indicated below.

4.3 BAND 2: This band is for a room and includes breakfast as part of the rate. The price is inclusive of VAT and the Tourism Levy. The band to be booked is for a traveller who requires lodging and will be taking his/her breakfast at the establishment. Only expenses for lunch and dinner can be claimed up to the maximum as indicated below.

4.4 BAND 3: This band is for a room and includes breakfast and dinner as part of the rate. The price is inclusive of VAT, the Tourism Levy, and two (2) soft drinks. The band to be booked is for a traveller who requires lodging and will be taking his/her breakfast and dinner at the establishment. Only expenses for lunch can be claimed.

Table 1:

Voucher includes	Band 1	Band 2	Band 3
	Room Only Tourism Levy VAT	Room & Breakfast Tourism Levy VAT	Room, Breakfast & Dinner Tourism Levy VAT 2x non-alcoholic beverages at Dinner
Graded Hotel or Boutique Hotel			
1 Star	R665	R820	R1 040
2 Star	R1 100	R1 350	R1 570
3 Star	R1 400	R1 550	R1 800
4 Star	R1 600	R1 700	R2 000
5 Star	R2 650	R2 800	R3 200
Graded Bed & Breakfast, Country House, or Guest House			
1 Star	R370	R560	R780
2 Star	R570	R750	R970
3 Star	R1 100	R1 250	R1 420
4 Star	R1 250	R1 300	R1 520
5 Star	R1 370	R1 560	R1 770
Graded Self-Catering			
1 Star	R660		
2 Star	R1 030		
3 Star	R1 260		
4 Star	R1 540		
5 Star	R1 660		
Maximum for Meals			
Breakfast	R120		
Lunch	R170		
Dinner	R190		
Maximum	R480		

Note: Expenses for parking are not included in Bands 1, 2, and 3 and may be claimed separately by travellers.

5. MAXIMUM ALLOWABLE RATES FOR MEAL EXPENSES

5.1 Institutions to only reimburse officials for meal expenses within the limits as set out in Table 2. Receipts of actual expenditure are to be provided with the claim in all cases.

Table 2: Claims for Meal Expenditure

Description	**What does it imply if the expense type is selected?**	**Maximum Amount**	
Breakfast and Lunch are provided	May claim for actual expenditure for **Dinner** expenses within the limits of the maximum amount.	R190	
Breakfast and Dinner are provided	May claim for actual expenditure for **Lunch** expenses within the limits of the maximum amount.	R170	= R480
Lunch and Dinner are provided	May claim for actual expenditure for **Breakfast** within the limits of the maximum amount.	R120	
Breakfast provided	May claim for actual expenditure for **Lunch and Dinner** within the limits of the maximum amount.	R360	= R170 + R190
Lunch provided	May claim for actual expenditure for **Breakfast and Dinner** within the limits of the maximum amount.	R310	= R120 + R190
Dinner provided	May claim for actual expenditure for **Breakfast and Lunch** within the limits of the maximum amount.	R290	= R120 + R170

5.2 Domestic Trips Longer than 24 Hours

a) Expenditure on meals and non-alcoholic liquid refreshments can be claimed in the following circumstances:

Breakfast

- If it is not included in the accommodation arrangements, and, or,
- If the traveller leaves his or her residence or place of work before 06h00.

- Up to the maximum as set out in Table 2.

Lunch

- Lunch may only be claimed if it is not provided by the host.
- Up to the maximum as set out in Table 2.

Dinner

- If it is not included in the accommodation arrangements, and, or,
- If the traveller returns to his or her residence or place of work after 20h00.
- Up to the maximum as set out in Table 2.

b) Officials cannot claim expenses for meals if the rate of the accommodation establishment already includes dinner and/or breakfast or if the host provides lunch, or if the conference fee includes lunch and/or dinner.

c) When a traveller stays in an accommodation establishment that does not provide for meals, or does not cater for special dietary requirements such as Halaal or Kosher, he or she may claim reasonable actual expenditure for meal expenses within the maximum daily amount set out in Table 2. Supporting evidence is required as proof of actual expenditure.

5.3 Domestic Trips less than 24 Hours

a) When an official business trip is less than 24 hours, the official may claim expenses for meals and non-alcoholic liquid refreshments where meals are not provided by the host. Supporting evidence is required as proof of actual expenditure. Meal expenses may be claimed under the following conditions:

   i. Three (3) meals where the official leaves his or her place of work or residence before 06h00 and only returns to his or her place of work or residence after 20h00, provided that the total cost of all three meals does not exceed the maximum daily amount as set out in Table 2 above;

   ii. Any two (2) meals if the total duration of the trip is more than eight (8) hours but less than 14 hours, provided that the total cost of the two meals does not exceed the maximum amount as set out in Table 2 above.

   iii. Any one (1) meal if the total duration of the trip is more than four (4) hours but less than eight (8) hours, provided that the total cost of the meal does not exceed the maximum daily amount as set out in Table 2 above.

6. MONITORING

The Northern Cape Provincial Treasury will monitor and assess the implementation of this instruction note.

7. APPLICABILITY

This instruction note applies to all departments in the Northern Cape Provincial Government.

8. EFFECTIVE DATE

This instruction note takes effect from 01 December 2025.

9. AUTHORITY FOR THIS PROVINCIAL INSTRUCTION

This Provincial Instruction is issued in terms of section 18(2)(d) and (e) of the Public Finance Management Act, 1999, as amended.

10. CONTACT INFORMATION

Enquiries relating to this instruction note may be directed to:

MS TLOTLO THUPE
Assistant Director – Governance, Monitoring, Compliance, and Evaluation
tthupe@ncpg.gov.za
071 117 2272

MS TSHEGOFATSO BOIKANYO
Assistant Director – SCM Policy, Norms and Standards
tboikanyo@ncpg.gov.za
066 210 3840

MS FATIMA LEMMETJIES
SCM Policy, Norms & Standards, Governance, Monitoring, Compliance, and Evaluation
flemmetjies@ncpg.gov.za
081 798 2931

DR M. GASELA
HEAD OFFICIAL: PROVINCIAL TREASURY
DATE:

NOTE:

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to all government bids, contracts, orders and

2. To ensure that customers are familiar with the rights and obligations of all parties involved in doing business with government.

3. In this document word in the singular also mean the plural and *vice versa.* Words in the masculine also mean the feminine and *neuter.*

4. The general conditions of contract will form part of all bid documents and may not be amended.

5. Special conditions of contract (SCC) relevant to a specific bid will be compiled separately for each bid (if applicable) and will supplement the general conditions of contract (GCC).

6. Whenever there is conflict the provisions in the SCC shall prevail.

TABLE OF CONTENTS

1 DEFINITIONS

The following terms shall be interpreted as indicated:

1.1 **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids. In the Northern Cape Province, the closing hour will be 11:00 as per Post Office's official time.

1.2 **"Contract"** means the written agreement entered into by and between the purchaser (department) and the supplier/service provider (preferred bidder), 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/service provider 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 anything of value to influence the action of a public official in the adjudication process or in contract execution.

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

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

1.7 **"Day"** means a 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 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 markets its goods on own initiative in the Republic of South Africa (RSA) at lower prices than that of the country of origin. Such goods have the potential to harm local industries in the RSA.

1.12 **"Force majeure / Act of God/ nature"** means an event beyond the control of the supplier/service provider and not involving the suppliers'/service provider's fault or negligence and not foreseeable. Such events may include, but is not limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine and freight embargoes.

1.13 **"Fraudulent practice"** means a misinterpretation of facts in order to influence and acquisition 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 or non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **"GCC"** mean the General Conditions of Contract.

1.15 **"Goods"** mean 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 bid price represented by the cost of components, parts of materials which have been or are still to be imported (whether by the supplier or his subcontracts) and which cost are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock duty, sales duty or other similar tax duty at the South African place of entry, as well as transportation and handling charges to the factory in the RSA where the supplies covered by the bide will be manufactured.

1.17 **"Local content"** means that portion of the bid price that 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, works, or the rendering of a service.

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

1.21 **"Purchaser"** means the department purchasing the goods, works or services.

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 ancillaries to the supply of the goods, such as transport and other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, garden, security, maintenance, laundry and other such obligations of the supplier/service provider covered under the contract.

1.25 **"Written or in writing"** means handwritten in black ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted, nor e-mailed bid documents, unless stated as such in the invitation to bid.

2 APPLICATION

2.1 These general conditions are applicable to all bids, contracts and order, 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 bid documents.

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

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

3 GENERAL

3.1 Unless otherwise indicated in the bid 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 bid and other documents may be charged.

3.2 With certain exceptions, invitations to bid are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government Printer, Private Bag X85, Pretoria 0001.

4 STANDARDS

Goods supplied, works or services rendered shall conform to the standards in the bid documents and specifications.

5 USE OF CONTRACT DOCUMENTS AND INFORMATION

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 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 person shall be made in confidence and shall extend only as far as may be deemed necessary for purchases of 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 all copies shall be submitted 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 supplier's performance and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of 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 preferred 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 obligation 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:

7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, acceptable to the purchaser.

7.3.2 a cashier's or credit 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 if completion of the supplier's performance obligations under the contract, including any warranties obligations, unless otherwise specified in SCC.

7.5 The above excludes construction contracts, road repairs, civil- mechanical- and electrical works.

8 INSPECTIONS, TESTS AND ANALYSES

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

8.2 If it is a condition of the bid that supplies to be produced/services to be rendered should at any stage during production or execution or on completion, be subject to inspection. The premises of the bidder/contractor shall be open, at all reasonable hours for inspection by a representative of the department acting on behalf of the department.

8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is deemed necessary that inspections shall be carried out, the purchaser shall make the necessary arrangements – including payment arrangements with the applicable testing authority.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 prove the supplies to be in accordance with the contract requirements, the purchaser shall defray the costs of the inspections, tests and analyses.

8.5 Where the supplies referred to in clauses 8.2 & 8.3 do not comply with the contract requirements, irrespective of whether such supplies are accepted or not, the supplier shall defray the costs of the inspections, tests and analyses.

8.6 Supplies referred to in clauses 8.2 & 8.3 that do not comply with the contract requirements shall be rejected.

8.7 Contracted supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to be non-compliant with the requirements of the contract. Such rejected supplies shall be stored at the cost and risk of the supplier who shall, when called upon, remove it immediately at his own cost and forthwith substitute it with supplies that do comply with the requirements of contract. Upon failure by the supplier to remove rejected supplies, the purchaser shall return such rejected supplies at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier the opportunity to substitute the rejected supplies, purchase supplies meeting contract requirements elsewhere, as may be necessary at the expense of the supplier.

8.8 Provisions of clauses 8.4 & 8.7 shall not prejudice the right of the purchaser to cancel the contract, because of a breach of conditions thereof, or to act in terms of clause 23 of GCC.

9 PACKAGING

9.1 The supplier shall provide such packaging of goods as is required to prevent damage or deterioration during transit to the final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packaging, 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 packaging, marking and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions given by the purchaser.

10 DELIVERY AND DOCUMENTS

Delivery of the goods shall be made by the supplier in accordance with the items specified in contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11 INSURANCE

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 SCC.

12 TRANSPORTATION

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

13 INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

13.1 performance of supervision of on-site assembly and/or commissioning of goods supplied;

13.2 furnishing of tools required for assembly and/or maintenance of goods supplied;

13.3 furnishing of a detailed operations- and maintenance manual for each appropriate unit of goods supplied;

13.4 performance of supervision, maintenance and/or repair of the goods supplied for a period agreed upon by the parties, provided that this service shall not relieve the supplier of any warranty, obligations under this contract; and

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

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 prevailing rates charged to other parties by the supplier for similar services.

14 SPARE PARTS

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

14.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that his election shall not relieve the supplier of any warranty obligations under the contract; and

14.2 In the event of termination of the spare parts:

14.2.1 advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to acquire the required spare parts; and

14.2.2 following such termination, furnish – at no cost to the purchaser- the blue prints, drawings and specifications of the spare parts, upon request of the purchaser.

15 WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, all recent improvements are incorporated in the design and material unless otherwise stipulated 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 based on the purchaser's specifications) of from any act or omission of the supplier, that may develop under normal use of the goods supplied 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 otherwise specified in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising in respect of such a 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 has been notified but fail to remedy the defect(s) within the period specified in SCC, the purchaser may take 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 effected 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 fulfilment of other obligations stipulated in the contract.

16.3 The purchaser shall effect payment expeditiously, but within thirty (30) days after receipt of a correct and original invoice.

16.4 Payment will be made in RSA currency i.e. Rand – unless otherwise stipulated in SCC.

17 PRICES

Prices charged by the supplier/service provider for goods delivered and/or services performed under the contract shall not vary from the prices offered by the supplier/service provider in the bid. The exceptions will be price adjustments authorised in SCC or in the event of extension of validity requested by the purchaser.

18 CONTRACT AMENDMENTS

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

The supplier/service provider 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

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

21 DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE

21.1 Delivery of the goods and/or performance of serves shall be made by the supplier/service provider in accordance with the time schedule prescribed in the contract.

21.2 If at any time during performance of the contract the supplier/service provider or its subcontractor(s) should encounter conditions impeding timely delivery of goods/services, the supplier/service provider shall promptly notify the purchaser in writing of the delay, the anticipated duration of the delay and its cause(s). Upon receipt of the supplier/service provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier/service provider's deadline for delivery of goods/services with or without penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall prohibit the acquisition of goods/services from a national department, provincial department or local authority.

21.4 The right is reserved to acquire outside of the contract small quantities or to have minor essential services executed in the event of an emergency, the supplier's point of supply/delivery is not situated at or near to the location/site where goods /services are required, or the supplier/service provider's services are not readily available.

21.5 Except a provided under GCC clause 25, a delay by the supplier /service provider in the performance of its delivery obligation shall render the supplier/service provider 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 delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and quantity in substitution of goods not supplied/delivered as per the contract. Any goods delivered by the supplier at a later stage shall be returned to the supplier at the suppliers' expense and risk. Alternatively, the purchaser may cancel the contract and/or purchase goods required for completion of the contract. Without prejudice to its other rights, the purchaser shall be entitled to claim damages from the supplier.

22 PENALTIES

Subject to GCC clause 25, if the supplier/service provider fails to deliver any or all 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 for default sent the supplier/service provider, may terminate the contract in whole or in part:

23.1.1 if the supplier/service provider fails to deliver any or all goods or perform the services within the period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.

23.1.2 if the supplier/service provider fails to perform on any obligations of the contract.

23.1.3 if the supplier/service provider, in the opinion of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in the performing of the contract.

23.2 In the event that the purchaser terminates the contract in whole or in part, the purchaser may acquire, upon such terms and in such manner as it deems appropriate, goods, works, or services similar to those undelivered/not performed, the supplier/service provider shall be liable to the purchaser for any excess costs for such 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/service provider by prohibiting such supplier/service provider from doing business with the public sector for a period not exceeding ten (10) years.

23.4 If a purchaser intends imposing a restriction on a supplier/service provider, the latter 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/service provider fail to respond within the fourteen (14) days the purchaser may regard the intended penalty as not objected and may impose it on the supplier/service provider.

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 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:

23.6.1 name and address of the supplies/service provider and/or person restricted by the purchaser;

23.6.2 date of commencement of the restriction;

23.6.3 period of restriction; and

23.6.4 reasons for the restriction.

These details will be loaded unto National Treasury's central database of suppliers/service providers and 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, 12 of 2004, the court may also rule that such a 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 (5) years and not more than ten (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 for Tender Defaulters may be viewed on National Treasury's website.

24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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 rights is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or 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 monies (if any) that may otherwise be due to the contractor with regard to supplies/services delivered or performed, or is to be delivered/performed in terms of the contract or any other amount which may be due to him.

25 FORCE MAJEURE / ACT OF GOD / NATURE

25.1 Notwithstanding the provisions of GCC clauses 22 & 23, the supplier/service provider shall not be liable for forfeiture of its performance, security, damages or termination for default if and to the extent that delay in performance or other failure to perform obligations under the contract is the result of an event of *force majeure.*

25.2 If a *force majeure* situation arises, the supplier/service provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier/service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event.

26 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier/service provider if the supplier/service provider becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the supplier/service provider, 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/service provider in connection with or arising from 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/service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may commence 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 and procedures specified in SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they agree otherwise;

27.5.2 the purchaser shall pay the supplier/service provider all monies due to the supplier/service provider.

28 LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence, wilful misconduct or in the case of infringement pursuant to clause 6;

28.1.1 the supplier/service provider 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, loss of profits or interest costs, provided that the exclusion shall not apply to any obligation of the supplier/service provider to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier/service provider to the purchaser, whether under 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

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

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

31 NOTICES

31.1Every written acceptance of bid shall be posted to the preferred bidder by registered mail and any other notice shall be posted by ordinary mail to the address furnished in the bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2The time mentioned in the contract documents for performing any act after written acceptance of a bid has been issued shall be reckoned from the date of posting of such notice.

32 TAXES AND DUTIES

32.1 A foreign supplier/service provider 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/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies incurred until delivery/performance of the contracted goods/services 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 an original, valid tax clearance certificate submitted by the bidder. The tax clearance certificate – Tender – must be issued by the South African Revenue Services.

33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

The National Industrial Participation Programme (NIP) administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation, i.e. exceeding the threshold of $10 million (American Dollars).

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 a contractor(s), based on reasonable ground 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 a 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 claim damages from the bidder(s) or contractor(s) concerned.