



INVITATION TO BID: NUMBER: FMA 0005-2024/25

VALIDITY PERIOD OF BID OFFER: 90 DAYS FROM CLOSING DATE

THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR THE PROCUREMENT OF TRAVEL MANAGEMENT AND RELATED SUPPORT SERVICES FOR THE WESTERN CAPE GOVERNMENT (WCG) FOR A PERIOD OF 36 MONTHS

Bid Number: FMA 0005-2024/25
Contact person: Rajaar Hassiem
Date of advertisement: 21 November 2024
Closing Date and Time: 13 December 2024
Non-compulsory Briefing Session: 27 November 2024
via Microsoft Teams (Online Application)

In order to participate, potential Bidders must ensure that an e-mail address (representative) is sent to:

[dotp.acq@westerncape.gov.za/](mailto:dotp.acq@westerncape.gov.za)
[Kim-Leigh.February@westerncape.gov.za/](mailto:Kim-Leigh.February@westerncape.gov.za)
Stacey.Campbell@westerncape.gov.za

Late bid offers shall not be admitted for consideration.

Bidders to note that should the Bid document be too big to fit into the Bid Box, to please contact the following Supply Chain Management official/s who will ensure that bid documents get deposited into the bid box before the closing date and time: PROCUREMENT OFFICE – 021 483 4679/ 3578/ 2943/ 3578/ 5710/ 3004/ 2902.

Completed and signed (in ink) bid documents must be submitted on the official bid forms and may not be re-typed.

Completed and signed (in ink) bid documents if posted must be addressed to:

The Director, Supply Chain Management and Administration, P.O. Box 659 Cape Town, 8000 and sufficient time must be allowed for the delivery of the bid to the offices of SCM, situated in 7 Wale Street, Cape Town.

Or

DEPOSITED IN THE DEPARTMENT OF THE PREMIER TENDER BOX SITUATED ON THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.

Bids will be regarded as late if received after the closing time of the bid.

The Department of the Premier (DotP) reserves the right to cancel the bid at any stage of the process.

ALL PRICES MUST BE QUOTED IN RSA CURRENCY AND MUST BE INCLUSIVE OF VAT.

The service provider/s must comply with the conditions for the processing of personal information as prescribed by the Protection of Personal Information Act, No 4 of 2013 (POPI). The service provider/s is required to provide the WCG with a certificate confirming that the personal information provided to the service provider/s by the WCG has been destroyed.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and any other Conditions and or Special Conditions of Contract that might be stipulated in the requirement. Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

The successful bidder will be required to sign a written contract form within 7 days after the award of the bid.

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PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	FMA 0005-2024/25	CLOSING DATE:	13 DECEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR THE PROCUREMENT OF TRAVEL MANAGEMENT AND RELATED SUPPORT SERVICES FOR THE DEPARTMENT OF THE PREMIER WITHIN THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) BEFORE THE CLOSING TIME OF BID.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Kim-Leigh February / Stacey Campbell		CONTACT PERSON	Rajaar Hassiem	
TELEPHONE NUMBER	021 483 3004/ 021 483 2943		TELEPHONE NUMBER		
E-MAIL ADDRESS	Stacey.Campbell@westerncape.gov.za Kim-Leigh.February@westerncape.gov.za		E-MAIL ADDRESS	dotp.acq@westerncape.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:		AND	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	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 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, 2022, 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 (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 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 (Print Name and Surname):

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: 000003

(Professional Services)

Name of Bidder..... Bid number: **FMA 0005-2024/25**

Closing Time: **11:00am**

Closing date: **13 December 2024**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

**PROCUREMENT OF TRAVEL MANAGEMENT AND RELATED SUPPORT SERVICES FOR THE
WESTERN CAPE GOVERNMENT FOR A PERIOD OF 3 YEARS (36 MONTHS)**

Notes: For evaluation and adjudication purposes only, provide a total fixed, all-inclusive price for Year 1 only by adding up the maximum fixed, all-inclusive service fees for all items under each of the categories of services referred to below. Subject to the terms and conditions set out in the Terms of Reference, the maximum fixed all-inclusive service fee per item under each category of service referred to below may be increased annually for Years 2-3 on the anniversary of the commencement date of the relevant contract at a rate not more than the applicable official Consumer Price Index (CPI) rate determined by Statistics South Africa for the relevant anniversary month. The successful bidder will have to apply for this increase on an annual basis, as it is subject to the prior written approval of the Department of Premier. Please ensure that the service fee quoted per item under each category of service is the maximum, all-inclusive, fixed service fee payable in Year 1 for any provision of that category of service.

Year 1		
Category of Service		Maximum, all-inclusive, fixed Service Fee per booking (VAT inclusive)
(1) Domestic Travel Management Services (in accordance with the requirements set out in section 3.4 of the Terms of Reference)	Booking of domestic air travel for 1 (one) Traveller (inclusive of arranging access to airport lounges and managing earned loyalty points and/or similar benefit schemes or credits)	R
	Booking of domestic car rental for 1 (one) Traveller with or without drivers or visitor guides	R
	Booking of domestic shuttle or transfer services for 1 (one) Traveller	R
	Booking of domestic road, water and rail travel for 1 (one) Traveller	R
	Booking of domestic accommodation for 1 (one) Traveller	R
	Changes to a domestic booking for 1 (one) Traveller	R
	Re-issue or revalidation of travel or accommodation booking documentation for 1 (one) Traveller	R
	Cancellation of a domestic booking for 1 (one) Traveller	R
	Processing of a refund in respect of a domestic booking for 1 (one) Traveller	R
TOTAL OF DOMESTIC TRAVEL		R

Year 1		
Category of Service		Maximum, all-inclusive, fixed Service Fee per request (VAT inclusive)
(2) International Travel Management Services (in accordance with the requirements	Booking of international air travel for 1 (one) Traveller (inclusive of arranging access to airport lounges and managing earned loyalty points and/or similar benefit schemes or credits)	R
	Booking of international travel insurance for 1 (one) Traveller	R
	Booking of international car rental for 1 (one) Traveller with or without drivers or visitor guides	R

set out in section 3.5 of the Terms of Reference)	Booking of international shuttle or transfer services for 1 (one) Traveller	R
	Booking of international road, water and rail travel for 1 (one) Traveller	R
	Booking of international accommodation for 1 (one) Traveller	R
	Changes to an international booking for 1 (one) Traveller	R
	Re-issue or revalidation of travel or accommodation booking documentation for 1 (one) Traveller	R
	Cancellation of an international booking for 1 (one) Traveller	R
	Processing of a refund in respect of an international booking for 1 (one) Traveller	R
	Facilitating and assisting with an application for a foreign visa for 1 (one) Traveller	R
	Facilitating and assisting the purchase of foreign exchange and/or traveller's cheques/cards for 1 (one) Traveller	R
	TOTAL OF INTERNATIONAL TRAVEL	R

Year 1		
Category of Service		
(3) Conferencing Services (optional)	Conference and events: Venue only (service fee per event)	R
	Conference and events: Venue, meals, equipment & Stationery (service fee per delegate)	R
	Conference and events: Accommodation, venue, meals, equipment & Stationery (service fee per delegate)	R
	Facilitating entertainer/master of ceremony/motivational speaker/special guest	R
	Facilitating meal packs (take aways, e.g. for Lunch/breakfast) (service fee per delegate)	R
	TOTAL OF CONFERENCE SERVICES	R

Year 1		
Category of Service		
(4) Ad hoc Services (optional)	Facilitating Special events e.g./ Cycle tour – per delegate	R
	Facilitating Hospitality events e.g. Catering of retirement – per delegate	R
	TOTAL OF AD HOC SERVICES	R
Note: Unless otherwise covered above, all Service Fees quoted above must be inclusive of all required Travel Management Related Support Services set out in section – Paragraph 3 of the Terms of Reference.		
Total of Domestic travel + Total of International travel + Total of Conference services + Total of Ad hoc services (VAT inclusive) [for evaluation purposes]		R

Please provide details of duly designated or authorised person submitting the price schedule on behalf of the bidder:

Print Name(s) and Surname: _____

Designation: _____

Signature: _____

PROVINCIAL GOVERNMENT WESTERN CAPE**DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID
DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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13. 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.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT		
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?						NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?						NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>							
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?					NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES	

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read and understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or ~~90/10~~-preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

or

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.



TERMS OF REFERENCE

Procurement of Travel Management and Related Support Services for the Department of the Premier within the Western Cape Government for a period of 36 (thirty-six) months

1. Purpose

- 1.1. The Department of the Premier wishes to invite potential bidders in the Travel Management Services Sector to provide Travel Management and Related Support Services to the Department of the Premier within the Western Cape Government for a period of 36 (thirty-six) months. These services would be required based on demand and as the needs within the Western Cape Government dictate.
- 1.2. Potential bidders may ask for clarification on these Terms of Reference or any of its Annexures up to 72 hours before the deadline for the submission of bids. Any request for clarification must be submitted to the Department 's Supply Chain Management (SCM) unit by e-mail, addressed to Ms Kim-Leigh February and Ms Stacey Campbell
Kim-Leigh.February@westerncape.gov.za and Stacey.Campbell@westerncape.gov.za
- 1.3. Answers to any written queries referred to SCM in accordance with paragraph 1.2 will be responded to via email, which information will also be published on the eTenders portal at <https://www.etenders.gov.za/>.
- 1.4. No late bids will be accepted after the closing time on the closing date.
- 1.5. Bidders may not contact the Department of the Premier on any matter pertaining to their bid from the time that the bids are submitted (the bid closing time) to the time the contract is awarded.
Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner will result in rejection of the bid concerned.

1.6. Please also note that a non-compulsory briefing session will be held on:

Date: Wednesday, 27 November 2024

Time: 11:00AM

Venue: Microsoft Teams meeting invite

- 1.6.1. Bidders are invited to attend the virtual session so that clarification on the Terms of Reference and expectations of the Department can be provided in respect of this invitation to bid.
- 1.6.2. Bidders who did not receive the invitation of bid directly from the Department, are furthermore requested to inform the Department via email that it intends submitting a bid proposal to ensure that any further information and updates to the invitation of bid may be provided to them to enable bidders to submit compliant bids, which information will also be published on the eTenders portal www.etenders.gov.za/.
- 1.6.3. Failure to attend the virtual briefing session referred to in paragraph 1.6.1 above and failure to inform the Department by email that it intends submitting a bid proposal as advised in paragraph 1.6.2 above is at the bidder's own risk.
- 1.7. Please note that the WCG may accept or reject any bid (in accordance with the provisions of these Terms of Reference) and may cancel the tender process and reject all bids at any time before the award of the tender contemplated herein for any of the following reasons:
- 1.7.1. Due to changed circumstances, there is no longer a need for any services specified herein;
- 1.7.2. Funds are no longer available to cover any envisaged expenditure;
- 1.7.3. No acceptable bids are received; or
- 1.7.4. There is a material irregularity in the tender process.

2. Background

- 2.1. Officials of the Department of the Premier (DotP) within the Western Cape Government (WCG) travel extensively to perform various official responsibilities. In particular, DotP provides a centralised Recruitment and Selection Service for 10 WCG Client Departments

and is responsible for the travel arrangements of candidates who have been identified by these Client Departments as needing to be interviewed in person (i.e. where it is not possible for the candidates in question to be interviewed remotely via a digital platform) for selection purposes.

2.2. Travel arrangements typically include air travel, road transport (includes any form of road transport) and accommodation.

2.3. Water transport, conferencing, and standalone catering for Departmental social and fundraising events might be requested on ad hoc basis.

2.4. Past expenditure incurred by DotP for the abovementioned activities has averaged approximately R10 million per annum.

2.5. All travel management and related support arrangements required by:

(a) DotP's officials (Optional for the Premier, including any officials within DotP required to accompany the Premier on his domestic and/or international travels);

(b) officials from other WCG Departments approved by DotP (where this is in the interest of DotP);

(c) individuals that travel on behalf of the department;

(d) candidates who need to be interviewed for selection purposes; and

(e) Private citizens / guests that requires travel in the interest of DotP

2.6. The service provider to be appointed will be required, depending on the needs of the DotP, to attend to the following for the full duration of the contract contemplated herein:

2.6.1. Coordinate and manage all requested travel arrangements and related support services for DotP in line with applicable DotP travel policies; and

- 2.6.2. Ensure that the most cost effective and practical means of travel and accommodation facilities are always used, taking into account the total cost of the trip, time consumed and productivity;
- 2.6.3. All rates offered by TMCs to the Department of the Premier for domestic air and land arrangements must be net and non-commissionable. This will include rates offered by domestic airlines with which National Treasury has concluded agreements that offer up-front discounted rates. Copies of the agreements can be obtained from the National Treasury.
- 2.6.4. Wherever possible, negotiate with and obtain from airline companies and suppliers in the field of travel and related services government group discounts and/or reduced tariffs or fares for bookings requested by DotP;
- 2.6.5. Develop and provide integrated travel management reports in line with DotP's requirements;
- 2.6.6. Provide support and assistance to DotP's booking officers and Traveller(s) 24 (twenty-four) hours per day, 7 (seven) days per week and 365 (three-hundred and sixty-five) days per year;
- 2.6.7. Provide assistance, support and client management services to DotP upon request of a travel booking; and
- 2.6.8. Provide monthly billing information and documents and/or when requested by DotP, which information and documents must not compromise the reliability of DotP's accounting system.
- 2.7. DotP requires the service provider to be appointed pursuant to these Terms of Reference to:
 - 2.7.1. Contract open accounts with and make full payment to third-party suppliers in respect of products or services required for the purposes of providing DotP with the services contemplated herein; and

2.7.2. Claim back such payments from DotP so that DotP does not need to register or have these third-party suppliers as creditors or service providers in its books of account.

2.8. DotP reserves the right to make bookings outside of the contract contemplated herein and in terms of any contracts that the WCG may have now and in the future with suppliers of services similar to those contemplated herein (including, for example, charter flights, road and water transport, and conference and event(s) options) where DotP is able to achieve greater efficiencies and/or cost savings than the contract contemplated herein and/or meet the unique requirements of Travellers where such requirements are not able to be met in terms of the contract contemplated herein. DotP shall inform the service provider to be appointed as and when it intends to make bookings outside of the contract contemplated herein.

2.9. The intended commencement date for the contract contemplated herein is 01 March 2025 or as agreed to at the time of award. The service provider to be appointed will be required to enter into a Service Level Agreement with DotP once the said contract has been awarded.

3. Scope of Service / Deliverables

3.1. In order to continuously deliver on its mandate and to provide a centralised Recruitment and Selection Service for the relevant WCG Client Departments, the following Travel Management and Related Support Services have been identified as potential service areas that may be required by DotP when making travel and related arrangements for Travellers:

No.	Service Category	Service Sub-Category
1.	Domestic Travel Management Services (to be provided with the required Travel Management-Related Support Services) [Note: All such services to be provided are subject to the needs and approved budgets of DotP.]	1. Domestic air travel 2. Domestic car rental with or without drivers or visitor guides 3. Domestic shuttle or transfer service (including e-hailing) 4. Domestic road, water and rail travel (include bicycle) 5. Domestic accommodation
2.	International Travel Management Services	1. International air travel 2. International travel insurance 3. International car rental with or without drivers or visitor guides

	(to be provided with the required Travel Management-Related Support Services) [Note: All such services to be provided are subject to the needs and approved budgets of DotP.]	4. International shuttle or transfer service (including e-hailing) 5. International road, water and rail travel 6. International accommodation
3	Conferencing and events (optional)	1. Domestic conference and events package and other associated services, i.e. entertainer/ Master of Ceremony / motivational speaker, audio visual, etc.
4	Ad hoc services (optional)	1. Related to special events arrange by the department, e.g. cycling tour 2. Hospitality arrangements (including retirement arrangements)
5.	Travel Management-Related Support Services [Note: All Travel Management-Related Support Services are to be provided as part of the required Services requested by DotP from time to time and at no additional cost to DotP (i.e. the cost of all Travel Management-Related Support Services should be inclusive of the service fees to be charged for Domestic or International Travel Management Services, as the case may be).]	1. Dedicated Accounts Manager 2. Dedicated Client Service Manager 3. Confirmation of services 4. Travel support 5. Infectious disease-related support 6. General notices and notices pertaining to tariffs/discount adjustments. 7. After hour service 8. Management meetings and reports 9. Invoicing 10. Conduct traveller satisfaction survey

Each category and sub-category listed above is described in further detail below.

- 3.2. Please note that the services described below shall be provided subject to the availability of funds, depending on the needs of the DotP and only in terms of an order formally generated and provided to the service provider by DotP's designated booking officers. There is therefore no guarantee provided by DotP on the nature and volume of services it will request during the term of the contract contemplated herein.
- 3.3. The service provider to be appointed may, as an ancillary service but not as part of the contract contemplated herein, provide personal travel services to DotP's staff provided that such services do not in any way interfere with the efficient processing of official travel

requirements as communicated by DotP from time to time. Settlement of personal travel and related expenses incurred by DotP's staff in this regard shall be made directly between the parties concerned and the relevant service provider without involvement of DotP. DotP assumes no financial liability for personal / non-official services requested by DotP's staff.

3.4. Domestic Travel Management Services

3.4.1. Domestic Air Travel

- 3.4.1.1. Planning, booking, arranging and amending tickets for domestic air travel using full-service carriers and low-cost carriers at the lowest fares available or as otherwise prescribed by all relevant Finance Management circulars and policy documents issued from time to time and applicable to DotP and National Treasury while ensuring that the most cost-effective and practical means of travel are used by Travellers at all times;
- 3.4.1.2. Suggesting alternative arrangements whenever confirming seating arrangements;
- 3.4.1.3. Domestic airport lounge facilities are for the account of traveller;
- 3.4.1.4. Issuing and delivering all related travel documentation and information (including all booking reference numbers) electronically, via SMS and email, and timeously to the relevant Traveller(s) and designated booking officer(s);
- 3.4.1.5. Negotiating, on an ongoing basis, discounts (government group discounts) on standard tariffs for domestic air travel with all available airline companies and providing proof of such discounts;
- 3.4.1.6. Consistently obtaining savings for DotP through negotiating, on an ongoing basis, preferential fares for domestic air travel and, without limiting the generality of the aforementioned:
 - 3.4.1.6.1. Travellers may join loyalty programs or similar benefit schemes and enjoy benefits of it. Any costs to loyalty programs is for official's own account.

- 3.4.1.7. Managing earned loyalty points and/or similar benefit schemes or credits (including, for example, Travel Rands, Voyager Miles and the like) on accumulated expenditure for domestic air travel by, for example, allocating them economically on behalf of DotP and advising DotP on the allocation/usage of such benefits on a monthly basis;
- 3.4.1.8. Tracking and managing unused e-tickets in accordance with the requirements of DotP and as agreed with DotP; and
- 3.4.1.9. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.4.2. Domestic car rental with or without drivers or visitor guides

- 3.4.2.1. Planning, booking, arranging for changing vehicles, with or without the services of a driver/chauffeur, with car rental companies, for domestic travel arrangements;
- 3.4.2.2. Suggesting alternative arrangements whenever confirming car rental arrangements;
- 3.4.2.3. Negotiating, on an ongoing basis, discounts or reductions on standard tariffs with all available car rental companies and providing proof of such discounts or reductions;
- 3.4.2.4. Ensuring that all relevant information is shared with Travellers regarding rental vehicles, such as e-tolls, refuelling, keys, rental agreements, damages and accidents, etc;
- 3.4.2.5. Advising DotP on car rental companies' rental contracts, including, for example, any possible risks for DotP emanating from such contracts, as well as insurance (including gravel road insurance) on the hired vehicles, cost implications and excesses;
- 3.4.2.6. Booking the approved travel category vehicle in accordance with DotP's travel policies with the appointed car rental company;
- 3.4.2.7. Issuing vouchers to all Travellers/booking officers for car rental bookings; and

3.4.2.8. Ensuring that all car rental services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.4.3. **Domestic shuttle or transfer service (including e-hailing)**

3.4.3.1. Planning, booking, arranging and amending transport with a driver (including, for example, shuttle/transfer/chauffeur or similar services and, where necessary and appropriate, using car rental companies) for Travellers requiring such transport to travel to and from their respective private residences, airports, places of work or accommodation, for domestic travel arrangements;

3.4.3.2. Suggesting alternative arrangements whenever confirming shuttle/transfer/chauffeur or similar arrangements;

3.4.3.3. Negotiating, on an ongoing basis, discounts on standard tariffs with all available shuttle/transfer/chauffeur services and car rental companies and providing proof of such discounts;

3.4.3.4. Booking transfers (including, for example, bus and coach services) in line with DotP's travel policy;

3.4.3.5. Issuing vouchers to all Travellers/booking officers for domestic shuttle/transfer/chauffeur or similar bookings; and

3.4.3.6. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.4.4. **Domestic road, water, rail and events travelling**

3.4.4.1. Planning and booking of all forms of road, water and rail transport for domestic travel arrangements;

3.4.4.2. Negotiating discounts on standard tariffs or reduced tariffs with all available transport companies and providing proof of such discounts;

- 3.4.4.3. Issuing vouchers to all Travellers/booking officers for domestic road, water and rail travel; and
- 3.4.4.4. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.4.5. Domestic accommodation

- 3.4.5.1. Planning, booking and amending accommodation requests with hotel groups, private hotels, guesthouses and other available concerns, for example: boarding houses, other graded facilities and other concerns that offer beds, meals and parking facilities (collectively referred to as "places that offer accommodation"), for domestic travel arrangements;
- 3.4.5.2. Suggesting alternative arrangements whenever confirming accommodation arrangements;
- 3.4.5.3. Ensuring that all accommodation that is offered and booked is the most appropriate, cost-effective accommodation and is not higher than the star rating as per DotP's policy;
- 3.4.5.4. Negotiating, on an ongoing basis, discounts on standard tariffs or reduced tariffs with all available places that offer accommodation and providing proof of such discounts;
- 3.4.5.5. Issuing accommodation vouchers to all Travellers/booking officers for accommodation bookings for domestic travel arrangements; and
- 3.4.5.6. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.5. International Travel Management Services

3.5.1. International air travel

- 3.5.1.1. Planning, booking, arranging and amending tickets for international air travel using full-service carriers and low-cost carriers at the lowest fares available or as otherwise prescribed by all relevant Finance Management circulars and policy documents issued from time to time and applicable to DotP while ensuring that the most cost-effective and practical means of travel are used by Travellers at all times;
- 3.5.1.2. Suggesting alternative arrangements whenever confirming seating arrangements;
- 3.5.1.3. Arranging access to airport lounges where required;
- 3.5.1.4. Issuing and delivering all related travel documentation and information (including all booking reference numbers) electronically, via SMS or email, and timeously to the relevant Traveller(s) and designated booking officer(s);
- 3.5.1.5. Negotiating, on an ongoing basis, discounts on standard tariffs for international air travel with all available airline companies and providing proof of such discounts on request from the department;
- 3.5.1.6. Consistently obtaining savings for DotP through negotiating, on an ongoing basis, preferential fares for international air travel and, without limiting the generality of the aforementioned:
 - 3.5.1.6.1. Ensuring loyalty points and/or similar benefit schemes or credits (including, for example, Travel Rands, Voyager Miles and the like) on accumulated expenditure for international air travel with all available airline companies accrue to DotP and/or its employees, as per DOTP's Travel and Subsistence Policy; and
 - 3.5.1.6.2. Exploring and securing opportunities beneficial to DotP through an innovative and flexible approach to travel management;

- 3.5.1.7. Tracking and managing unused e-tickets in accordance with the requirements of DotP and as agreed with DotP; and
- 3.5.1.8. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below

3.5.2. International travel insurance

- 3.5.2.1. Ensuring that air travel includes adequate international travel insurance to cover the costs such as, but not limited to, medical emergencies, lost luggage, flight accidents and other losses incurred while traveling internationally;
- 3.5.2.2. Ensuring that all vehicle hire includes comprehensive insurance for the duration of the hire; and
- 3.5.2.3. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.5.3. International car rental with or without drivers or visitor guides

- 3.5.3.1. Planning, booking, arranging and changing vehicles, with or without the services of a driver/chauffeur, with car rental companies, for international travel arrangements;
- 3.5.3.2. Suggesting alternative arrangements whenever confirming car rental arrangements;
- 3.5.3.3. Negotiating, on an ongoing basis, discounts or reductions on standard tariffs with all available car rental companies and providing proof of such discounts or reductions;
- 3.5.3.4. Ensuring that all relevant information is shared with Travellers regarding rental vehicles, such as e-tolls, refuelling, keys, rental agreements, damages and accidents, etc;

- 3.5.3.5. Advising DotP on car rental companies' rental contracts, including, for example, any possible risks for DotP emanating from such contracts, as well as insurance (including gravel road insurance) on the hired vehicles, cost implications and excesses.
- 3.5.3.6. Booking the approved travel category vehicle in accordance with DotP's travel policies with the appointed car rental service provider;
- 3.5.3.7. Issuing vouchers to all Travellers/booking officers for car rental bookings;
- 3.5.3.8. Offering alternative ground transportation to Travellers that may include rail, buses and transfers; and
- 3.5.3.9. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.5.4. **International shuttle or transfer service**

- 3.5.4.1. Planning, booking, arranging and amending transport with a driver (including, for example, shuttle/transfer/chauffeur or similar services and, where necessary and appropriate, using car rental companies) for Travellers requiring such transport to travel to and from their respective private residences, airports, places of work or accommodation, for international travel arrangements;
- 3.5.4.2. Suggesting alternative arrangements whenever confirming shuttle/transfer/chauffeur or similar arrangements.
- 3.5.4.3. Negotiating, on an ongoing basis, discounts on standard tariffs with all available shuttle/transfer/chauffeur services and car rental companies and providing proof of such discounts;
- 3.5.4.4. Booking transfers (including, for example, bus and coach services) in line with DotP's travel policy;

- 3.5.4.5. Issuing vouchers to all Travellers and booking officers for international shuttle/transfer/chauffeur or similar bookings; and
- 3.5.4.6. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.5.5. International road, water and rail travel

- 3.5.5.1. Planning, booking, arranging and amending other forms of road, water and rail transport for international travel arrangements;
- 3.5.5.2. Negotiating, on an ongoing basis, discounts on standard tariffs or reduced tariffs with all available transport companies and providing proof of such discounts;
- 3.5.5.3. Suggesting alternative arrangements whenever confirming seating arrangements; and
- 3.5.5.4. Issuing vouchers to all Travellers and booking officers for international road, water and rail travel or similar bookings; and
- 3.5.5.5. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.5.6. International accommodation

- 3.5.6.1. Planning, booking, arranging and amending accommodation with hotel groups, private hotels, guesthouses and other available concerns, for example: boarding houses, other graded facilities and other concerns that offer beds, meals and parking facilities (collectively referred to as "places that offer accommodation"), for international travel arrangements;
- 3.5.6.2. Suggesting alternative arrangements whenever confirming accommodation arrangements;

- 3.5.6.3. Ensuring that all accommodation that is offered and booked is the most appropriate, cost-effective accommodation;
- 3.5.6.4. Negotiating, on an ongoing basis, discounts on standard tariffs or reduced tariffs with all available places that offer accommodation and providing proof of such discounts;
- 3.5.6.5. Issuing accommodation vouchers to all Travellers and booking officers for accommodation bookings for international travel arrangements; and
- 3.5.6.6. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.5.7. International conference and events package (optional)

- 3.5.7.1. Facilitating the arrangement of international venues/conferences as per instructions issued by DotP;
- 3.5.7.2. Ensuring that any other international conference and events related services (such as registration of participants for the attendance of conferences, events or workshops, as well as the provision of additional equipment, assistants, ancillary staff and transportation of participants) are provided to the satisfaction of DotP;
- 3.5.7.3. Negotiating, on an ongoing basis, discounts or reductions on standard tariffs with all places that offer international conference facilities and providing proof of such discounts or reductions; and
- 3.5.7.4. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.6. Domestic conference and events package (including meeting / workshops) (optional)

- 3.6.1. Facilitating the arrangement of domestic venues/conferences as per instructions issued by DotP;

3.6.2. Ensuring that any other domestic conference and events-related services (such as registration of participants for the attendance of conferences or workshops, as well as the provision of additional equipment, assistants, ancillary staff and transportation of participants) are provided to the satisfaction of DotP;

3.6.3. Negotiating, on an ongoing basis, discounts or reductions on standard tariffs with all places that offer domestic conference facilities and providing proof of such discounts or reductions; and

3.6.4. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.7. Ad hoc Services (optional)

3.7.1. Facilitating arrangements of special events for the department, eg cycling tour;

3.7.2. Facilitating hospitality arrangements, such as stand-alone catering, for Departmental social and fundraiser events;

3.7.3. Facilitating arrangements to secure master of ceremony, guest speaker, artist, audiovisual and sound.

3.8. Travel Management-Related Support Services

As indicated above, all Travel Management-Related Support Services are to be provided as part of the required Domestic and International Travel Management Services requested by DotP from time to time and at no additional cost to DotP (i.e. the cost of all Travel Management-Related Support Services should be inclusive of the service fees to be charged for Domestic and International Travel Management Services, as the case may be).

3.8.1. Dedicated Accounts Manager

- 3.8.1.1. Ensuring at all times the availability of a dedicated Accounts Manager who will be responsible for ensuring the effective, efficient and timeous provision of all travel management and related support services required by DotP from time to time in accordance with the terms and conditions of the contract contemplated herein; and
- 3.8.1.2. Ensuring that the dedicated Accounts Manager has at least 2 (two) years' relevant managerial experience within the Travel Management and Related Support Services domain.

3.8.2. Dedicated Service Manager

- 3.8.2.1. Ensuring at all times (including after hours) the availability of a dedicated Service Manager who will be responsible for assisting with and resolving any and all queries received from DotP, its designated booking officers and/or any Traveller(s);
- 3.8.2.2. Ensuring that the Service Manager is sufficiently informed, experienced and equipped to assist with and resolve such queries without any confusion or miscommunication and especially in urgent cases where immediate resolution is required; and
- 3.8.2.3. Ensuring that the dedicated Service Manager has at least 2 (two) years' relevant managerial experience within the Travel Management and Related Support Services domain.

3.8.3. Confirmation of services

- 3.8.3.1. Ensuring that a written booking confirmation (in the form of a valid travel or similar voucher) is issued and sent timeously to the relevant Traveller(s) and designated booking officers in respect of any and all travel management services requested by and booked for DotP in terms of the contract contemplated herein, which confirmation must detail all relevant travel particulars and must be sent via SMS, email and departmental online booking tool to the Traveller(s) and designated booking officer(s) concerned;

- 3.8.3.2. Ensure that no booking documentation is issued to Travellers and booking officers, except after receipt of either an official order in writing from an authorised official of DotP or in emergency instances an SMS or email from an authorised official of DotP; and
- 3.8.3.3. Ensuring that comprehensive and accurate travel plans are prepared and provided to the relevant Traveller(s) and booking officer(s) timeously where a variety of related travelling routes, accommodations and services have been booked.

3.8.4. Travel support

- 3.8.4.1. Facilitating and assisting with the timely completion, submission and receipt of all travel documents required for the purposes of travel arrangements booked by DotP;
- 3.8.4.2. With regard to International Travel Management Services, facilitating and assisting with any applications for foreign visas that any Travellers may require, which facilitating and assisting shall consist of providing the relevant Traveller(s) with the relevant visa requirements and criteria, application forms and related documentation for the required visas, providing the relevant Traveller(s) with visa information, conducting visa assistance follow-ups, keeping appropriate records thereon, and making arrangements for the issuance, collection and delivery of visas issued to such Traveller(s);
- 3.8.4.3. Arranging special assistance required by individual Travellers (e.g. special-needs Travellers and first-time Travellers);
- 3.8.4.4. With regard to International Travel Management Services, facilitating and assisting the purchase of foreign exchange and/or Traveller's cheques/cards, as required by Travellers (where applicable);
- 3.8.4.5. Facilitating and assisting Travellers to obtain immunization certificates (as and when needed); and
- 3.8.4.6. Generating, sourcing and issuing vouchers for accommodation, meals, car and shuttle services required by Travellers timeously and accurately;
- 3.8.4.7. Sourcing, collating and providing accurate information to the relevant booking officers and Travellers timeously regarding the following:

- 3.8.4.7.1. Destination information for regional and international destinations;
- 3.8.4.7.2. Health, safety and security warnings;
- 3.8.4.7.3. Weather forecasts;
- 3.8.4.7.4. Places of interest;
- 3.8.4.7.5. Visa information;
- 3.8.4.7.6. Timeous travel alerts where possible;
- 3.8.4.7.7. Location of and facilities comprising accommodation and, if applicable, restaurant options;
- 3.8.4.7.8. Information regarding the availability and cost of parking facilities at airports, accommodation and meeting venues;
- 3.8.4.7.9. Distance between accommodation and meeting venues and/or airports;
- 3.8.4.7.10. Information regarding the availability and cost of public transport;
- 3.8.4.7.11. Rules and procedures of relevant airports;
- 3.8.4.7.12. Business etiquettes specific to the destination country;
- 3.8.4.7.13. Applicable airline baggage policies; and
- 3.8.4.7.14. Supplier updates;
- 3.8.4.8. Assisting Travellers to recover any lost luggage timeously;
- 3.8.4.9. Ensuring that all complaints received from Travellers are duly investigated and appropriately addressed; and

3.8.4.10. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.8.5. Infectious disease-related support

3.8.5.1. Informing DotP of destinations that Travellers have travelled to and from that have had a surge in infectious disease cases that constitute outbreaks, epidemics or pandemics according to the World Health Organisation (including, for example, COVID-19 infections) over the previous month;

3.8.5.2. Providing accurate country/local region statistics regarding active infectious disease cases that are the subject of outbreaks, epidemics or pandemics referred to in section 3.8.5.1 above (including, for example, active COVID-19 cases) where relevant for the purposes of making any bookings contemplated herein;

3.8.5.3. Providing timeous and accurate notice of all travel protocols for the prevention and management of the spread of infectious diseases that are the subject of outbreaks, epidemics or pandemics referred to in section 3.8.5.1 above (including, for example, COVID-19) to all relevant Travellers and booking officers traveling to and from destinations within the Western Cape; and

3.8.5.4. Advising DotP on related vaccination and certifications required for the purposes of any travel contemplated herein.

3.8.6. General notices and notices pertaining to tariffs/discount adjustments

3.8.6.1. Furnishing DotP with notices of imminent tariff adjustments, especially in respect of air travel, as early as possible;

3.8.6.2. Furnishing DotP with copies of notices that the relevant service provider receive(s) from airlines and airports companies pertaining to anything that may cause an inconvenience to the Traveller(s), including, but without limiting, notices of new security

and baggage regulations, notices of strikes by relevant personnel and notices of airport refurbishments or changes to the airport's terminal; and

- 3.8.6.3. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.8.7. 24-hour support

- 3.8.7.1. Ensuring that the relevant service provider's personnel are available during and outside of normal office hours, so that unexpected travel arrangements, changes to a booking of any nature, complaints and lost baggage issues may be fully addressed immediately;
- 3.8.7.2. Ensuring that the relevant service provider has/have comprehensive insurance from an accredited insurance service provider to cover theft of items of any Travellers for which DotP requires bookings;
- 3.8.7.3. Providing a consultant or team of consultants to assist with any travel management and related support queries, issues, complaints or requests of any Traveller(s) and/or DotP after hours, especially where emergency reservations, immediate changes to travel arrangements and assistance in locating lost baggage are required after hours. This service must be accessible by all communication methods (telephone calls preferred); and
- 3.8.7.4. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.8.8. Management meetings and reports

- 3.8.8.1. Convening meetings on a quarterly basis with DotP or as otherwise agreed to by both parties, which will provide an opportunity to address any issues concerning the implementation of the contract contemplated herein that may occur or have occurred during the period since the previous meeting;
- 3.8.8.2. Submitting to DotP, on a monthly basis and on or before the 7th (seventh) day of the month, a detailed management report of all expenses (inclusive of savings) for each

service contemplated herein that is provided to DotP during the previous month, with a copy of all invoices (where applicable) for that month attached thereto;

- 3.8.8.3. Ensuring that all management reports are in line with DotP's requirements, as stipulated in the Service Level Agreement between the relevant service provider and DotP;
- 3.8.8.4. Including in the monthly management report full details of the following:
 - 3.8.8.4.1. All transactions processed per category of service as listed in this section 3 and per cost centre;
 - 3.8.8.4.2. The number of confirmed booking changes made;
 - 3.8.8.4.3. All savings achieved and credits due;
 - 3.8.8.4.4. Open vouchers;
 - 3.8.8.4.5. Management Information Systems, including cancelled trips, unpaid invoices and credits pending;
 - 3.8.8.4.6. Lost savings due to late bookings;
 - 3.8.8.4.7. Exception reports;
 - 3.8.8.4.8. Details of any challenges experienced and
 - 3.8.8.4.9. Statements in respect of loyalty points and/or similar benefit schemes or credits on accumulated expenditure for air travel, accommodation and car rental.
- 3.8.8.5. Reporting on performance achieved against agreed key performance indicators and targets, as stipulated in the Service Level Agreement between the relevant service provider and DotP. Each performance report must indicate what key performance indicators and targets were achieved and what key performance indicators and targets were not achieved but should have been achieved; and
- 3.8.8.6. Ensuring that all such services are provided in accordance with the terms and conditions of the contract contemplated herein, including, but not limited to, the Conditions of Contract set out in section 5.1 below.

3.8.9. Invoicing

3.8.9.1. Invoicing in accordance with DotP's requirements as set out in the Service Level Agreement to be entered into between DotP and the relevant service provider.

4. Phase 1(a): Compulsory Conditions of Bid

4.1. Each bidder must indicate with an "X" in **Table 1** below whether it complies with the compulsory conditions of the bid (All conditions are applicable to this bid). Bid documentation must be supported with the evidence set out for each of the requirements indicated in **Table 1** below. In the event that a bidder does not or fails to indicate with an "X" whether it complies with the compulsory conditions of the bid set out in **Table 1** below that apply to its bid, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in **Table 1** below. Any bidder that does not comply with the compulsory conditions of bid applicable to its bid, and/or any bidder that does not provide the evidence requested below in respect of its bid, will not proceed to the evaluation phase of this tender process.

Table 1: Compulsory Conditions of Bid

Compulsory Conditions of Bid		Compliance	
		Comply	Do Not Comply
4.1.1	Each bidder must be duly registered on the Central Supplier Database (CSD). WCG/DOTP shall verify such registration prior to evaluation of each bid. CSD report to be attached. (If the CSD report is not attached, the department will check the CSD to confirm the bidders registration. If the bidder is not registered, the bidder will be disqualified.)		

Compulsory Conditions of Bid		Compliance	
		Comply	Do Not Comply
4.1.2	Each bid must contain a duly completed and signed WCBD 1 form (Invitation to Bid form). All information and documentation requested in such form must be provided. No WCBD 1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. The WCBD 1 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal. Bidders are reminded that the WCBD1 form requires proof of authority and as such must ensure that such proof is accordingly provided.		

Compulsory Conditions of Bid		Compliance	
		Comply	Do Not Comply
4.1.3	Each bid must contain a duly completed and signed WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination). All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submissions of bids. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's Bid Proposal (Envelope 1). In the event that no WCBD 4 form (together with the information and documentation required in terms thereof) is included in a bid, the Department will check the Western Cape Supplier Evidence Bank for a valid copy of such form. If (i) the bidder does not submit a duly completed, signed, and dated WCBD 4 form (together with the information and documentation required in terms thereof); or (ii) no such duly completed and valid form (together with the information and documentation required in terms thereof) are available to the Department on the Western Cape Supplier Evidence Bank, the bid in question will be non-compliant with this compulsory condition of bid and will be disqualified.		

Compulsory Conditions of Bid		Compliance	
		Comply	Do Not Comply
4.1.4	Each bid must contain a duly completed and signed WCBD 6.1 form <u>where the bidder intends to claim preferential procurement points for B-BBEE</u>. All information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. In the event that a bidder does not submit a duly completed WCBD 6.1 form (including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated but it will be assumed that the bidder does not intend to claim any preferential procurement points for B-BBEE.		

Compulsory Conditions of Bid		Compliance	
		Comply	Do Not Comply
4.1.5	Each bidder must provide written proof of registration and accreditation with the following: • The Association of Southern African Travel Agents (ASATA) and • The International Air Transport Association (IATA) Such registrations and accreditations must have been held by a bidder for at least 3 years (36 thirty-six months) consecutively. These accreditations must be for the recent 3 years (2024, 2023 and 2022). Such written proof must at least include a copy of all relevant certificates (for the years 2024, 2023 and 2022) or other official documentation duly issued in the name of the bidder by ASATA and IATA for the period (2024, 2023 and 2022). The DotP shall request the preferred bidder(s) to provide certified copies of all such certificates or other official documentation prior to award. Should a preferred bidder fail to provide certified copies of all such certificates or official documentation within 3 (three) business days of it receiving the WCG's request for same, the preferred bidder shall be disqualified.		

4.1.6	Each bidder must demonstrate in its bid that it has sufficient and suitably qualified and experienced staff to provide the services contemplated in section 3 above to which its bid relates by including the following in its bid: (i) A comprehensive organogram detailing the full names, positions and responsibilities of the staff who would provide such services in the event that the bidder is awarded a contract contemplated herein; and (ii) A brief CV for the two suitably experienced staff members, with a minimum of 2 years management experience within the Travel Management and Related Support Services domain who would carry out the functions of the Dedicated Accounts Manager and Dedicated Service Manager (as detailed in section 3.8.1 & 3.8.2 respectively) Bidders are not required to provide CVs for other staff members cited in the abovementioned organogram. Only CVs are required in respect of the staff members who would carry out the functions of the Dedicated Accounts Manager and the Dedicated Service Manager. No CVs will be accepted after the closing date and time of the bid. In the event that a CV does not expressly demonstrate that the staff member concerned is suitably experienced, it will be assumed, unless the bid documents indicate otherwise, that the staff member concerned does not have the experience to meet the requirements of the contract contemplated herein.		
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No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
4.1.7	The bidder must demonstrate in its bid that it has at least 3 (three) years' proven experience within the Domestic and International Travel Management and Related Support Services domain at least at an enterprise / organisation level (i.e. within enterprises / organisations that have procured such services from the bidder in excess of R2 million per contract) by providing the following with its bid documents: (i) A minimum of three contactable references , which must provide relevant information on the Domestic and International Travel Management and Related Support Services provided by the bidder concerned in the past (use Contactable references list marked as Annexure A); and (ii) A reference letter from each contactable reference that is cited in Annexure A or (iii) In the absence of a reference letter for each contactable reference that is cited in Annexure A, a sworn affidavit deposed to by an authorised representative of the bidder concerned (in the format set out in Annexure B hereto) for contactable references that cannot provide an original reference letter. This sworn affidavit is only required where a reference letter cannot be provided / reference letter does not comply to minimum criteria indicated. (iv) each reference letter or sworn affidavit provided (as the case may be) must at least detail the following in relation to each project successfully completed by the bidder concerned at an enterprise / organisational level (i.e. within enterprises / organisations having a minimum of		

	five hundred (500) personnel per enterprise / organisation) for the enterprise / organisation for whom the contactable reference concerned represents: • Description of Travel Management and Related Support Services involved (including where these were Domestic and/or International) • Contract start and end date • Number of employees of organization/ enterprise (minimum 500 employees) • Approximate contract value in Rands) (minimum R2 million per contract) • Province(s) in which the said services were/are provided • Contract status (i.e. Completed / In Progress / Unfinished) • Registered name of enterprise / organisation for which the contract was undertaken • Full name of a contact person within that enterprise / organisation • Telephone number and email address for the said contact person • Customer satisfaction level of the enterprise / organisation concerned (i.e. Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations) No reference letters and sworn affidavits will be accepted after the closing date and time of the bid. DotP reserves the right to contact any of the references to verify any of the information contained in the reference letters or sworn affidavit prior to a final award being made.		
4.1.8	Each bid must contain a duly completed and signed version of Table 2. Table 2 sets out the conditions of		

	contract for the contract contemplated herein and applies to all service categories contemplated herein.		
4.1.9	Each bid must contain a comprehensive technical proposal that: • Includes a comprehensive profile of the bidder; • Includes a detailed business or operational plan indicating how the required services would be rendered by it to the Department of the Premier, with due consideration for the service deliverables set out in section 3 above, and • Has an office within a 50 km radius to Cape Town CBD		
4.1.10	Each bid must include a technical proposal referred to in item 4.1.9 above and the bidder's financial proposal. The bidder's financial proposal will only be evaluated as part of Phase 2. The bidder's proposal must be sealed in an envelope that adheres to the following requirements: • The envelope must be marked with the name of the bidder and entitled: "Bid Proposal: Bid Number "[FMA 0005-2024/25]"		

5. Phase 1 (b) Conditions of Contract

- 5.1. Each bidder must indicate with an “X” in **Table 2** below if it agrees with the following conditions of contract (which conditions shall form part of the contract contemplated herein). The conditions of contract included below shall apply to all services provided pursuant to these Terms of Reference. Each bidder must include in its bid a signed and completed copy of **Table 2** below (i.e. a completed copy of **Table 2** with a signature of an authorised representative of the bidder on each page comprising **Table 2**). In the event that a bidder does not or fails to indicate with an “X” whether it agrees with a particular condition of contract set out in **Table 2** below or unless the bidder’s agreement with that condition of contract is clear from the bid itself, it will be assumed that the bidder does not agree with the condition of contract concerned. Failure on the part of a bidder to agree to all conditions of contract set out in **Table 2** below or to submit as part of its bid a signed and completed copy of **Table 2**, will lead to disqualification of that bidder’s bid.

Table 2: Conditions of Contract

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.1	The Service Provider must provide for the full scope of services to which its bid relates, which services are outlined in section 3. The Related Support Services outlined in section 3 must be provided in accordance with the approved instructions of DotP when any Domestic and International Travel Management Services (as outlined in section 3) are provided.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.2	The Service Provider must provide the required services for a period of 3 (three) years and always within the timeframes agreed to between the Service Provider and DotP.		
5.1.3	All requests for any of the Travel Management Services contemplated herein (excluding conference and events package and other ad hoc services) shall originate, via email, from booking officers designated by DotP. Upon receiving such a request, the Service Provider shall provide at least 2 (two) quotations to the relevant booking officer(s) via email and reserve (but not confirm) the relevant bookings contemplated by such quotations, which quotations must conform with the terms and conditions set out herein and must meet the requirements communicated via email by DotP's booking officer(s). Official acceptance of such a quotation by DotP shall be effected by the issuing of a purchase order by DotP to the Service Provider (via email). Confirmation of the relevant reservation must be undertaken by the Service Provider upon receipt of a purchase order corresponding with such reservation. No services shall be provided by the Service Provider other than in accordance with a purchase order duly issued by DotP.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.4	A request for conference and event package and other ad hoc services shall originate, via email, from booking officers designated by DotP. Upon receiving such a request, the Service Provider shall provide to the relevant booking officer(s) via email at least 3 (three) quotations for each service contemplated by that request, which quotations must conform with the terms and conditions set out herein and must meet the requirements communicated via email by DotP's booking officer(s). Official acceptance of such a quotation by DotP shall be effected by the issuing of a purchase order by DotP to the Service Provider (via email). Execution of the requirements contemplated by a quotation must only be undertaken by the Service Provider upon receipt of a purchase order corresponding with such quotation. No conference and event package and other ad hoc services shall be provided by the Service Provider other than in accordance with a purchase order duly issued by DotP.		
5.1.5	The Service Provider shall ensure that it continues, on an ongoing basis, to negotiate with suppliers of all services contemplated herein for discounts and fare reductions favourable to DotP. The Service Provider shall pass the full value of any such discounts and fare reductions to DotP and reflect such discounts on the quotations and invoices provided to DotP.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.6	The Service Provider shall ensure that the department benefit from the National Treasury negotiated rates.		
5.1.7	All rates offered by TMCs to Department of the Premier for domestic air and land arrangements must be net and non-commissionable. This will include rates offered by domestic airlines with which National Treasury has concluded agreements that offer up-front discounted rates.		
5.1.8	Where it is found or suspected that commissions are earned by the TMC for the Department of Premier's travel bookings, the department may demand that all these commissions be declared and reimbursed to the department or set-off against the TMC fees to the credit of the Department of the Premier		
5.1.9	When making bookings for travel, accommodation and car rental, preference must be given to the instructions of DotP's booking officers in respect of the following: dates, times, routes, passenger class, preferred seating and estimated costs.		
5.1.10	Unless otherwise determined by DotP in writing, the preferred option for booking of any air tickets should be flexible for return tickets.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.11	In the event that changes need to be effected to any travel arrangements that have been booked by the Service Provider in accordance with a purchase order issued by DotP and such changes increase the quoted cost accepted in such purchase order, DotP's written approval for such excess amount must be obtained via email from DotP's designated contract manager prior to such changes being confirmed. DotP shall confirm such approval by way of e-mail.		
5.1.12	The Service Provider shall contract and open accounts with and make full payment to third-party suppliers in respect of products or services required for the purposes of providing DotP with the services contemplated herein and claim back such payments from DotP so that DotP does not need to register or have these third-party suppliers as creditors or service providers in its books of account.		
5.1.13	The Service Provider must provide all required reports and information contemplated in section 3.8.8 timeously over the contract period. The cost of providing such reports and information must be included in the agreed service fees.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.14	The Service Provider must, at all times during the term of the contract, comply with and work within all legislation, regulations, policies and frameworks applicable to the Department of Premier (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPI), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies and frameworks must be included in the agreed service fees.		
5.1.15	The Service Provider must negotiate in good faith and enter into a Service Level Agreement (SLA) with DotP upon award of the contract contemplated herein, which Service Level Agreement shall specify agreed key performance indicators, along with an indication on how the Service Provider's performance in terms of the said contract will be monitored, assessed, measured, reported on and discussed at regular scheduled meetings. The Service Level Agreement may be reviewed and, where necessary and appropriate, updated every 6 (six) months.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.16	The Service Provider must ensure confidentiality in respect of all services rendered to the department of the Premier. To this end, the Service Provider, together with its staff who are designated to provide the required services contemplated herein, must sign a confidentiality and non-disclosure agreement.		
5.1.17	DotP shall review the Service Provider's performance in terms of the said contract in line with the SLA concluded between DotP and the Service Provider, read with the terms and conditions set out herein.		
5.1.18	The Service Provider's staff may be subjected to vetting and security clearances by the State Security Agency, where required (to be arranged by the Department of the Premier).		
5.1.19	The Service Provider must, for the duration of the contract contemplated herein, maintain its registration and accreditation with the Association of Southern African Travel Agents (ASATA) and the International Air Transport Association (IATA), with reference to item 4.1.5 in Table 1. Failure to remain so registered and accredited shall entitle DotP to cancel such contract.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.20	The Service Provider shall ensure that the most cost-effective and practical means of travel and related services are used at all times and that such services shall at all times be adapted to comply with all DotP's cost containment instructions and circulars and travel and subsistence policies, as may be amended from time to time and as may be applicable to any services contemplated herein. DotP shall ensure that such instructions, circulars and policies (together with all amendments thereto) are made available to the Service Provider.		
5.1.21	Payment of service fees will be determined with reference to the agreed service fees and subject to DotP being satisfied with the services rendered to it in terms hereof.		
5.1.22	Unless otherwise provided in the WCBD 3.3 form (Pricing Schedule), all payment for time and materials for the Travel Management Services contemplated herein shall be based on and not exceed the maximum, all-inclusive, fixed service fee quoted in the WCBD 3.3 form (Pricing Schedule) for the relevant item specified under the relevant category of services plus all third-party supplier costs that are approved in advance by DotP. No payment shall be due to the Service Provider by DotP for any amount not covered by a valid purchase order issued by DotP in terms hereof.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name : _____

Signature of Authorised Representative of the Bidder :

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.23	The Service Provider must ensure the correct capturing of all third-party supplier quotations and invoices and all service fees payable by DotP.		
5.1.24	The Service Provider must adhere to all DotP governance and compliance policies and processes.		
5.1.25	DotP reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon 3 (three) months' written notice to the Service Provider concerned.		
5.1.26	Generally, DotP shall pay for the services contemplated herein after such services have been rendered to the satisfaction of DotP, within 30 (thirty) calendar days of receipt of a valid tax invoice from the Service Provider.		
5.1.27	The Service Provider shall be bound by the General Conditions of Contract issued by the National Treasury ("the GCC"), read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the Service Provider would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the Service Provider requires to be included in the contract between it and DotP may, with the agreement of DotP, be included in the Service Level Agreement referred to in item 5.1.15.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
5.1.28	DotP reserves the right to make bookings outside of the contract contemplated herein and in terms of any contracts that DotP may have now and in the future with suppliers of services similar to those contemplated herein (including, for example, charter flights, road and water transport, and conference and event(s) options) where DotP is able to achieve greater efficiencies and/or cost savings than the contract contemplated herein and/or meet the unique requirements of Travellers where such requirements are not able to be met in terms of the contract contemplated herein. DotP shall inform the Service Provider as and when it intends to make bookings outside of the contract contemplated herein.		
5.1.29	The services contemplated herein shall be provided subject to the availability of funds, depending on the needs of the Department of the Premier and only in accordance with the terms and conditions set out above. There is therefore no guarantee provided by DotP on the nature and volume of services it will request during the term of the contract contemplated herein.		
The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed: Bidder Name : _____ Signature of Authorised Representative of the Bidder : _____			

6. Pricing

Bidders must take note of the following:

- 6.1. Each bid must contain a quote for the services to which such bid relates, which must be provided on and in the format set out in the **WCBD 3.3 form (Pricing Schedule)** attached hereto.
- 6.2. Bidders must ensure that all service fees quoted in their bid documentation are the maximum, all-inclusive, fixed service fees payable in respect of each item specified under each category of service.
- 6.3. Each bidder must provide a total all-inclusive, fixed indicative cost per category of services for Year 1 of the contract by adding all maximum, all-inclusive, fixed service fees provided per item under the relevant category of service for Year 1. The total all-inclusive, fixed indicative cost for Year 1 will only be used for the purposes of evaluating and adjudicating bids.
- 6.4. Note that the number and nature of requests that will be made by DotP are dependent upon and subject to the available budget, requirements and written approval of the DotP. No commitments or guarantees are placed on the initial number and nature of requests that will be made by DotP for the provision of services contemplated herein.
- 6.5. An all-inclusive, fixed cost per request for Travel Management and Related Support Services made by DotP's booking officers or contract manager in terms hereof will be determined on a request-by-request basis, subject to the pricing quoted in the WCBD 3.3 form (Pricing Schedule) for the applicable category of services.
- 6.6. Unless otherwise provided in the WCBD 3.3 form (Pricing Schedule), all payment for time and materials for the Travel Management Services contemplated herein shall be based on and not exceed the maximum, all-inclusive, fixed service fee quoted in the WCBD 3.3 form (Pricing Schedule) for the relevant item specified under the relevant category of services plus all third-party supplier costs that are approved in advance by DotP.
- 6.7. It is to be noted that the Department of the Premier financial year runs from 01 April – 31 March.

- 6.8. All amounts quoted must include VAT.
- 6.9. Subject to the terms and conditions set out herein, the maximum, all-inclusive, fixed service fees quoted in the WCBD 3.3 form (Pricing Schedule) per item specified under each service category may be increased annually for Years 2-3 on the anniversary of the commencement date of the relevant contract at a rate not more than the applicable official Consumer Price Index (CPI) rate determined by Statistics South Africa for the relevant anniversary month. The successful bidder will have to apply for this increase on an annual basis, as it is subject to the prior written approval of the Department of the Premier.

7. Bid Evaluation

- 7.1. Bids for the provision of Domestic and International Travel Management and Related Support will be evaluated in terms of.
- 7.2. **Phase One: (a) Compliance to Compulsory Conditions of the bid and (b) Agreement to Conditions of Contract**
- 7.2.1. Strict compliance to all Compulsory Conditions of the bid will be checked as part of Phase 1(a) and agreement to all Conditions of Contract will be checked as part of Phase 1(b). Bidders who do not comply with all compulsory bid conditions and/or do not agree to all the Conditions of Contract will not proceed to Phase 2 of the evaluation phase of this bid.
- 7.2.2. Compliance for the purposes of Phase 1(a) and Phase 1(b) will be checked using the checklist provided in Annexure C hereto. DotP prefers that bidders complete and submit this checklist as part of their bids to ensure that compliance with the requirements applicable to Phase 1(a) and Phase 1(b) can be checked easily.
- 7.3. **Phase Two: Pricing and B-BBEE**
- 7.3.1. Allocation of points for price and B-BBEE contribution level status shall be done in accordance with the applicable provisions of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), read with the Preferential Procurement Regulations, 2022.

7.3.2. Price on the required pricing schedule WCBD 3.3 (Pricing Schedule) (see section 6 above) will be evaluated and adjudicated on the total indicative cost for Year 1 only. Subject to the terms and conditions set out herein, the maximum service fee per item may be increased annually for Years 2-3 on the anniversary of the commencement date of the contract at a rate not more than the applicable official Consumer Price Index (CPI) rate determined by Statistics South Africa for the relevant anniversary month. The successful bidder will have to apply for this increase on an annual basis, as it is subject to the prior written approval of the Department of Premier.

7.3.3. This bid will be evaluated on the 80/20 principle as follows:

Table 4: Breakdown and Weighting

No	BREAKDOWN	Points
1.	PPPFA/ B-BBEE scoring	20
2.	Price	80
	Total	100

7.3.4. A bid not containing a completed pricing schedule that conforms in all material respects to the format set out in the WCBD 3.3 form attached hereto, read with section 6 above, shall not be eligible for evaluation under Phase 2. A rate must be provided for each item within each category of service, failing which it will be assumed that the bidder is unable to provide the item(s) and/or category/ies of services not priced for.

7.4. As indicated above, DotP reserves the right not to award any contract contemplated herein.

8. Important information to bidders

8.1. The procuring department reserves the right to negotiate with the following categories of bidders prior to the award of the tender contemplated herein, but within the applicable Bid validity period.

- 8.1.1. Bidders that have been identified as preferred bidders through a competitive or limited bidding process, but the bids of which are not market-related, provided that any negotiations entered into with such preferred bidders (i) not substantially alter the original specifications / terms of reference, the compulsory bid conditions, and/or the relevance of the Bid evaluation process; and (ii) the exercise of such right shall not allow the bidder(s) concerned an unfair advantage over other bidders and shall not be to the detriment of such other bidders; or
- 8.1.2. A bidder that is the only preferred bidder in the circumstances (i.e., either a sole or single source bidder or the only bidder to have proceeded to the final evaluation phase of a competitive or limited bidding process) where the bidder's quote is not market-related or the acceptance of the bidder's bid by the procuring department is conditional upon market-related tariffs or rates being negotiated and agreed between the procuring department and the bidder concerned.

Annexure A: Contactable References List (note: more rows can be added if required)

No.	Registered Name of Enterprise / Organisation	Name of Contact Person	Contact Number	Email Address	Value of Contract (Min R2 million)	No. of employees (Min 500)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

Annexure B: Sworn Affidavit

AFFIDAVIT

TO BE COMPLETED BY A DULY AUTHORISED REPRESENTATIVE OF THE BIDDER FOR EACH CONTACTABLE REFERENCE CITED IN ANNEXURE A THAT

CANNOT OR DOES NOT PROVIDE AN REFERENCE LETTER

[Please ensure this affidavit is completed in full. Each page must be initialled or signed (where indicated) by the deponent and the Commissioner of Oaths.]

I, _____ (full name of an authorised representative of the bidder), with Identity / Passport Number _____, do hereby swear / solemnly and sincerely affirm and declare the following:

1. I am duly authorised to depose to this affidavit for and on behalf of _____ (registered name of the bidder) with registration number _____ (registration number) ("the Bidder");

2. The Bidder has undertaken the following contract within the Travel Management and Related Support Services domain for _____ (registered name of bidder's client) ("the Enterprise / Organisation"); _____ (contact Person and contact number of client)

No.	Description of travel service	Contract Start Date and End Date	No. of employees (Min 500)	Approximate Contract Value (in Rands) (Min R 2million)	Description of Travel Management and Related Support Services involved (including whether these were Domestic and/or International)	Province(s) in which the said services were/are provided	Contract Status (i.e. Indicate status using one of the following: Completed / In Progress / Incomplete)	Customer Satisfaction Level determined by the Enterprise / Organisation (Indicate level using one of the following: Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)
1.								
2.								
3.								
4.								
5.								
6.								

3. The information set out above is accurate, up-to-date and correct in all respects.

Signature of the Bidder's representative

Full name of the Bidder's representative: _____

Date: _____

Identity / Passport Number of the Bidder's representative: _____

I hereby certify that:

1. The deponent acknowledged to me that:

1.1. He / she knows and understands the contents of this affidavit;

1.2. He / she has no objection to taking the prescribed oath / making the prescribed affirmation (please delete whichever is not applicable);

1.3. He / she considers the prescribed oath / affirmation (please delete whichever is not applicable) to be binding on his / her conscience;

2. The deponent thereafter uttered the words:

2.1. "I swear that the contents of this affidavit are true, so help me God" (where he / she took the prescribed oath); or

2.2. "I solemnly and sincerely affirm that the contents of this affidavit are true" (where he / she took the prescribed affirmation);

(as the case may be); and

3. The deponent signed this affidavit in my presence at the address set out hereunder on the ____ day of ____ 20____.

Commissioner of Oaths stamp:



Commissioner of Oaths

Full names: _____

Designation: _____

Address: _____

0000071

ANNEXURE C: CHECKLIST FOR PHASES 1(a) and 1(b)

The following checklist will be used by DotP when determining compliance of bids with the requirements applicable to Phases 1(a) and 1(b):

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply	Evidence Reference contained within Proposal
	Compulsory Conditions of Bid (Phase 1(a))				
1.	Each bidder must be duly registered on the Central Supplier Database (CSD)	Paragraph 4.1.1 of the Terms of Reference			
2.	Submission of duly completed and signed WCBD 1 form (Invitation to Bid form), with all information and documentation required in terms thereof.	Paragraph 4.1.2 of the Terms of Reference			
3.	Submission of Bidders proof of authority and as such must be included in the envelope containing the bidder's technical proposal.	Paragraph 4.1.2 of the Terms of Reference			
4.	Submission of duly completed and signed WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination), with all information and documentation required in terms thereof.	Paragraph 4.1.3 of the Terms of Reference			
5.	Submission of duly completed and signed WCBD 6.1(b) form (Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022), with all information and documentation required in terms thereof.	Paragraph 4.1.4 of the Terms of Reference			
6.	Submission of proof of registration and accreditation with the following: - The Association of Southern African Travel Agents (ASATA), if the bidder intends to submit a bid for the provision of Domestic Travel Management and Related Support Services; and - The International Air Transport Association (IATA), if the bidder intends to submit a bid for the provision of International Travel Management and Related Support Services. Such registrations and accreditations must have been held by the bidder for not less than 36 (thirty-six) continuous months. Such written proof must at least include a copy of	Paragraph 4.1.5 of the Terms of Reference			

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply	Evidence Reference contained within Proposal
	all relevant certificates or other official documentation duly issued in the name of the bidder by ASATA and/or IATA (as the case may be).				
7.	Submission of a comprehensive organogram detailing the full names, positions and responsibilities of the staff who would provide such services in the event that the bidder is awarded a contract contemplated herein.	Paragraph 4.1.6 of the Terms of Reference			
8.	Submission of a brief CV for the two staff members included in the organogram who would carry out the functions of the Dedicated Accounts Manager and Dedicated Service Manager. Such CVs must meet the requirements set out in item Paragraph 4.1.6 of the Terms of Reference.	Paragraph 4.1.6 of the Terms of Reference			
9.	Submission of a completed Contactable References List including at least 3 (three) contactable references to which Domestic and International Travel Management and Related Support Services have been provided by the bidder (in the format set out in Annexure A) with either the required original reference letters or the required sworn affidavits (using the template provided in Annexure B), as the case may be, in line with the requirements set out in the Terms of Reference.	Paragraph 4.1.7 of the Terms of Reference Annexure A or B			
10.	Submission of a comprehensive technical proposal	Paragraph 4.1.9 of the Terms of Reference			
11.	Submission of the bidder's financial proposal (including a duly completed and signed WCBD 3.3 form (Pricing Schedule) and valid B-BEE certificate) must be sealed.	Paragraph 4.1.10 & Paragraph 6 of the Terms of Reference			
	Conditions of Contract (Phase 1(b))				
12.	Submission of a completed and signed copy of Table 2 under section 5 of the Terms of Reference indicating acceptance of all conditions of contract set out therein.	Paragraph 5.1 of the Terms of Reference and Paragraph 4.1.8 of the Terms of Reference			

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)