KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

BID NUMBER:	**ZNB 5778/2024-H**
BID DESCRIPTION:	**APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS TO THE KWAZULU-NATAL DEPARTMENT OF HEALTH**
PERIOD	**THREE (3) YEARS (36 MONTHS)**
IMPORTANT NOTICE	**THE ONLINE BOOKING SYSTEM WILL ALSO BE DEPLOYED TO DEPARTMENTAL OFFICIALS AT HEAD QUARTERS AND DISTRICT OFFICES**
COMPULSORY BRIEFING SESSION MEETING VENUE, DATE AND TIME :	**ONLINE MEETING (VIA MICROSOFT TEAMS)** **13 February 2025 @10:00AM**
BID CLOSING DATE:	**24 February 2025**
CLOSING TIME:	11:00
Physical Address for Collection or Delivery of Bid Documents	KZN Department of Health Central Supply Chain Management Unit Old Boys Model School 310 Jabu Ndlovu Street Pietermaritzburg, 3201

Name of Bidder:	
CSD Registration Number:	
Income Tax Reference Number:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**ZNB 5778/2024-H**	CLOSING DATE:	**24/02/2025**	CLOSING TIME:	**11H00am**
DESCRIPTION	**APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS TO THE KWAZULU-NATAL DEPARTMENT OF HEALTH**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Demand Management**	CONTACT PERSON	**MR. V MEMELA**
TELEPHONE NUMBER	**033 815 8361/8386/8357**	TELEPHONE NUMBER	**033 8158370**
E-MAIL ADDRESS	**Scm.demandmanagement@kznhealth.gov.za**	E-MAIL ADDRESS	**vusi.memela@kznhealth.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	**MAAA**
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

	i. BID SUBMISSION:
a.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
b.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
c.	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.
d.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
	ii. TAX COMPLIANCE REQUIREMENTS
(a)	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
(b)	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
(c)	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
(d)	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
(e)	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUM§BER.
(f)	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
(g)	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

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

DATE: …………………………………………...

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ……………………………….........................., WHO

REPRESENTS (state name of bidder) …………………………...………...CSD Registration

Number...

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: ....

SECTION D

OFFICIAL BRIEFING SESSION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **ONLINE MEETING VIA MICROSOFT TEAM**

LINK TO THE MEETING:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmYyYTI2N2MtYjUxYS00OGVkLTgzNzQtNjlhZGFkYWE4ZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2219cc9403-65ff-48dc-b17a-7ad0f076a94c%22%2c%22Oid%22%3a%22268bfc97-2c0a-4fe0-94d7-21e517de781f%22%7d

Quotation Reference No: **ZNB 5778/2024-H**

Goods/Service/Work: **APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS (36 MONTHS) TO THE KWAZULU-NATAL DEPARTMENT OF HEALTH**

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This is to certify that (bidder's representative name) ____

On behalf of (company name) ____

Attended briefing session online meeting (via Microsoft teams) 13 February 2025 @10:00am and is therefore familiar with the circumstances and the scope of the service to be rendered.

____

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_________

____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SECTION E

BIDDER NAME	

LEGISLATION ON DISCLOSURE OF INTEREST

The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”

Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”

Treasury Regulations 16A8.4 further indicates that “If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract.”

CLARITY ON HOW TO DISCLOSE

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore, the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

____________________	________________	____________________
BIDDER SURNAME AND INITIALS	SIGNATURE	DATE

This document must be signed and submitted together with your bid

SBD 4

SECTION E

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

………………………………………………………………………………………

………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

…………………………………………………………………………………….

……………………………………………………………………………………..

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

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

……………………………… Signature	..…………………………………………… Date
……………………………… Position	……………………………………………… Name of bidder

This document must be signed and submitted together with your bid

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

SECTION F:

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

i) the contractor and the DTI will determine the NIP obligation;
ii) the contractor and the DTI will sign the NIP obligation agreement;
iii) the contractor will submit a performance guarantee to the DTI;
iv) the contractor will submit a business concept for consideration and approval by the DTI;
v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
vi) the contractor will implement the business plans; and
vii) the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number: **ZNB 5778/2024-H**……………………………. Closing date: **24 February 2025**

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

Postal address ……………………………………………………………………………

……………………………………………………………………………

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

Date…………………………………………….

SECTION G

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

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

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2023

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1. GENERAL CONDITIONS

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

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

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

a. The applicable preference point system for this Bid is the 80/20 preference point system.

b. The 80/20preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this Bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	**100**	**100**

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

1.6 The organ of state reserves the right to require of a 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.

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this Bid	Number of points allocated 20 System) (To be completed by the organ of state)	Number of points claimed (20) (To be completed by the Bidder)
RDP Goal: The promotion of enterprises located in a specific district for work to be done or services to be rendered in that district, therefore this service will be rendered in all Districts of Kwazulu-Natal. The bidder must have proof of offices currently operating in any District within Kwa-Zulu Natal Province, this office must be Head office or District Office or Regional Office of the company.	10/20 Points	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the Biding process;

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

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

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

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

………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ……………………………………………………

………………………………………………………

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO/MACRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

a) The contents of this statement are to the best of my knowledge a true reflection of the facts.
b) I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – a) who are citizens of the Republic of South Africa by birth or descent; or b) who became citizens of the Republic of South Africa by naturalisationi- i) before 27 April 1994; or ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

c) I hereby declare under Oath that:

1. The Enterprise is ______________% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

2. The Enterprise is ______________% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

3. The Enterprise is ______________% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

4. Black Designated Group Owned % Breakdown as per the definition stated above:
   5. Black Youth % = ______________%
   6. Black Disabled % =______________%
   7. Black Unemployed % =______________%
   8. Black People living in Rural areas % = ______________%
   9. Black Military Veterans % =______________%

10. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____________, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less/ Based on the Audited Financial Statements/ Financial Statements and other information available

    OR

    on the latest financial year-end of _________________ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)

11. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

d) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

e) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: ___________________

Date: _____/______/___________________

Stamp

____

Signature of Commissioner of Oaths

SECTION H:

GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3 (a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understand its content and conditions. I also confirm that I am willfully committing to abiding by its content.			
Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialed** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

SECTION I:

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

"Acceptable bid"	means any bid which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document under ZNB 5778/2024-H:.
"Accommodation"	means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
"Accounting Officer"	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
"After-hours service"	refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 6h59 on Mondays to Fridays and twenty-four (24) hours on weekends and public holiday
"Air travel"	means travel by airline on authorised official business.
"Authorising Official"	means the employee who has been delegated to authorise or approve travel in respect of travel requests and expenses, e.g. Delegated Responsible Financial Official or Responsibility Manager
"BAS"	means Basic Accounting System.
"Bid"	means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services ZNB 5778/2024-H:.
"Car Rental"	means the rental of a vehicle for a short period of time by a Traveller for official purposes
"Car Rental Regional"	means the rental of a vehicle for a duration of the trip by a traveller for official purposes outside the South Africa borders but within the South Africa Development Community (SADC) Region.
"Changes"	refers to changes made to flights, corrections of traveller information, bookings etc.
"Comparative price"	means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
"Confidential Information"	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
"Contract"	means the agreement that results from the acceptance of the bid by the Department.
"Contract Duration"	means the period between the commencement and termination of the contract.
"Department"	means the KwaZulu-Natal Department of Health.
"Domestic travel"	means travel within the borders of the Republic of South Africa.
"Emergency service"	means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
"Financial Viability Assessment	means an assessment of whether the Bidder has the necessary financial viability to perform the Services and otherwise meet its obligations under the Contract
Foreign / International travel	refers to travel outside the borders of the Republic of South Africa.
"Head of Department"	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
"Health Facilities"	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
"International Travel"	refers to travel outside the borders of the Republic of South Africa.
"ISO Standards"	means standards recognized by International Standard Organisation

"Lodge Card"	means a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.
"Management Fee"	means the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).
"Merchant Fees"	means fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
Other"	means all miscellaneous products that are outside the scope of the online travel contract, such as conference registration fee and catering for the event.
"Parties"	means the KwaZulu-Natal Department of Health and Contractor or Service provider
"Personal and Salary System (PERSAL) "Persal number"	means a unique system generated 8digit number assigned to each employee who is appointed on the Persal System.
"Province"	means the Province of KwaZulu-Natal.
"Quality Management System"	means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
"Regional Travel"	means travel across the border of South Africa to any of the Southern African Development Community (SADC) Countries.
"Region"	means countries that are nearby South Africa
"Regional Flights"	" means flights usually cover shorter distances and serve specific regions within a country or across nearby countries. They often connect smaller cities, towns, or remote areas to larger hub airports.
"ROE"	means the Rate of Exchange.
"Road transport"	means car hire, shuttle service, or chauffeur-driven coach.
"SABS"	means the South African Bureau of Standards
"SANS"	means the South African National Standards.
"Service Level Agreement (SLA)"	means is a contract between the TMC and Department that defines the level of service expected from the TMC.
"Specific goals"	means the inclusion of the following: (i) contracting with persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender, or disability. (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994.
"SMS"	means stands for short message service.
"Shuttle Service"	means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport
"Super Approver"	means the State official assigned by the Department who will have the ability to approve any request. Where a requisition must be approved under extraordinary circumstances, the super approver will be able to do so. The super approver approval supersedes all approvals.
"Super User"	will be the first point of contact for all users within the client's organisation regarding issues relating to the systems functionality, or any other issues that users might experience during the travel booking process. The Super User will work closely with the TMC to identify and analyse trends which can be used to effectively manage the Travel system.
"Third Party Fees"	means fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

“Tour operator”	means a travel company that buys individual travel components, separately from their suppliers and combines them into a package tour, which is sold with their own price tag to the public directly or through middlemen.
“Transaction Fee”	means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
“Traveller”	refers to a Departmental official, consultant or contractor travelling on official business on behalf of Department.
“Travel Authorisation”	means the official form utilised by Department reflecting the detail and order number of the trip that is approved by the delegated authorising official.
“Travel Booker”	means the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the booking officials delegated by the Department
“Travel Management Company or TMC”	refers to the Company contracted to provide travel management services (Travel Agents).
Travel Order”	is the official form utilised by the government reflecting the details and reference number of the trip that is approved by the relevant authorising official.
“Travel Voucher”	means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
User”	means any person that is identified to utilise the system. They will be assigned to a specific template(s) which will determine their roles and privileges.
“Value Added Services”	means services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
“VAT”	means Value Added Tax.
“VIP or Executive Service”	means the specialised and personalised travel management services to selected officials of the Department by a dedicated consultant to ensure a seamless travel experience.
“Visa”	“Visa” means an endorsement issued by an authorized representative of a country and marked in a passport, permitting the passport holder to enter, travel through, or reside in that country for a specified amount of time, for the purpose of tourism, education, employment, etc.

1.2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

1.2.1 Any gender includes the other genders.
1.2.2 A natural person includes a juristic person and vice versa.
1.2.3 The singular includes the plural and vice versa.
1.2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
1.2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
1.2.6 Any reference in this contract to “goods” includes works and/or services.
1.2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
1.2.8 All annexures and appendices shall form part of the contract.
1.2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
1.2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
1.2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.

1.2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

1.3. LEGISLATIVE AND REGULATORY FRAMEWORK

1.3.1 This bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A6.3, published in terms of the Public Finance Management Act,1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA), the Preferential Procurement Regulations 2022 (PPR 2022) and KZN Department Preferential Procurement Regulation Policy 2023.

1.3.2 The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

1.3.3 Bidder(s) must be compliant when submitting a bids to the Department and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2.1. ACCEPTANCE OF A BID

2.1.1 This Bid will be evaluated and adjudicated in terms of Kwazulu-Natal Department of Health SCM Policy and Delegations. The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.

2.1.2 The financial standing of a bidder and its ability to render services may be examined before the bid is considered for acceptance.

2.2. CERTIFICATE OF COMPLIANCE

2.2.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

2.2.2 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

2.3. COMPLIANCE WITH SPECIFICATION

2.3.1 Offers must comply strictly with the specification, offers exceeding specification requirements will be deemed to comply with the specification.

2.3.2 The quality of services must not be less than what is specified.

2.4. EQUAL BIDS

2.4.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for Specific Goals.

2.4.2 If capacity to deliver is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

2.4.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

2.5. LATE BIDS

2.5.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fails to arrive on time the department will not be held liable, to accept late bids.

2.5.2 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

2.6 MORE THAN ONE OFFER/ COUNTEROFFERS

2.6.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

2.6.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of Contract will invalidate such bids.

2.7. ONLY ONE OFFER RECEIVED

2.7.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

(i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;

(ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and

(iii) In all cases, comparison with previous bid prices where these are available.

2.8 AWARD OF BID (S)

2.8.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one bidder, provided the respective bidder's offer complies with the specification and meets all the conditions attached to the bid.

2.8.2 Once the evaluation process is complete there will be a recommendation report by the Department of Health Bid Evaluation Committee (DBEC) to the Department of Health Bid Adjudication Committee (DBAC) who has the authority to either (approve) or (not approve) the recommendation/s and appointment/s.

2.8.4 Notification of the intention to award the bid shall be in the same media that the bid was advertised, unless there is another directive from National Treasury to publish on other platforms.

2.8.5 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or Accounting Officer or delegated official may appeal to the BID APPEAL TRIBUNAL (BAT).

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
The address provided for the lodging of appeals is:
Email: Batsecretariat@kzntreasury.gov.za
The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg, 3200

2.9 EMPLOYEES TRADING WITH THE ORGANS OF THE STATE

2.9.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

2.9.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

2.9.3 If a bidder is found to be employed by the state, through the verification via acceptable means such as CSD, DPSA verification etc, the bid will be immediately disqualified.

2.9.4 If it is discovered through other Computer Assisted Audit Techniques (CAATS), that the bidder is employed by the state, the award will be withdrawn or contract may be terminated without notice.

2.10 TRUST, CONSORTIUM OR JOINT VENTURE

2.10.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

2.10.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

2.10.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes (where applicable).

2.10.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

2.10.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

2.10.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

2.10.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

2.10.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

2.11 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

2.11.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period. Should the Department forward a formal request for extension of validity period and the bidder opts not to respond, the department will assume that the extension of the validity period is accepted without any conditions.

2.12. CHANGE OF ADDRESS

2.12.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

2.13. FRONTING

2.13.1 The Department supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department condemn any form of fronting

2.13.2 The Department, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Department may have against the Bidder / contractor concerned.

2.14. INVOICES AND PAYMENTS

2.14.1 All invoices must be submitted in the original format.

2.14.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

2.14.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

(a) The name, address and registration number of the supplier;
(b) The name and address of the recipient;
(c) An individual serialized number and the date upon which the tax invoice is issued;
(d) A description of the goods or services supplied;
(e) The quantity or volume of the goods or services supplied
(f) The value of the supply, the amount of tax charged and the consideration for the supply; or
(g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

2.14.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.

2.14.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.

2.14.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;

(ii) If there is no response from Logistics and Accounts Payable, the Director Logistics and the Director: Expenditure Management of the institution must be contacted.

(iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:

a) Name/s of person/s contacted at the Institution and dates; and
b) Details of outstanding account.
c) The Chief Director: Accounting Services will then take the appropriate action.

2.14.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

2.15 VALUE ADDED TAX (VAT)

2.15.1 All bid prices must be inclusive of all applicable taxes.

2.15.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, as soon as possible to avoid penalties from SARS.

2.15.3 **VAT will not be included** after an award of the bid or during contract management period. It is the responsibility of every bidder to correctly forecast whether they will require to register for VAT during the life of this contract based on the proposed bid amount.

2.16 COMPLIANCE WITH TAX REQUIREMENTS

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

2.16.2 The successful bidder(s) tax matters are expected to be in order during the tenure of the contract, should the bidder fail to comply with tax obligations, the orders may not be issued or the contract may be terminated.

2.16.3 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.

2.16.4 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the periodic contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

2.16.5 Bidders are required to be registered on the CSD and National Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.

2.16.6 Where Consortia / Joint Ventures / Sub-Contractors are authorised to be involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

2.17 ENTERING OF HOSPITAL/CLINIC STORES

2.17.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

2.18 DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

2.18.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.

2.18.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

2.19 IRREGULARITIES

2.19.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

2.20 UNSATISFACTORY PERFORMANCE

2.20.1 In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i). The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:

a. Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

(ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

2.21 RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:

The grounds for restriction:

i. The period of restriction which must not exceed 10 years;
ii. The name and address of the entity/ person to be restricted;
iii. The identity number of individuals and the registration number of the entity; and
iv. The period of restriction.
v. Within fourteen (14) calendar days for the supplier to provide reasons why the restriction should not be imposed;

b) National Treasury will load the details on the Database of Prohibited Vendors;

c) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

2.22 CONTRACTOR'S LIABILITY

2.22.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

2.22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

2.23 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

2.23.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

2.23.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

2.23.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on transversal contract.

2.24 PATENTS

2.24.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

2.25 WAIVER

2.25.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

2.25.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

2.26 SUSPENSION

2.26.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

2.26.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

2.26.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

2.27 BREACH

2.27.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

2.27.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

2.27.3 To claim specific performance of any obliga/tion whether or not the due date for performance has arrived; or

2.27.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

2.27.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

2.27.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

2.27.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

2.27.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.

2.27.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

2.27.7.3 Claim damages suffered, as limited under this Contract.

2.28 PREFERENCES

2.28.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretenses, the Department may, at its own right:

a) Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or

d) Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.

e) The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

2.29 SEVERABILITY

2.29.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

2.30 EXPORT LICENSES

2.30.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:

2.30.2 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;

2.30.3 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

2.31 INSURANCE

2.31.1 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.

2.31.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

2.31.3 The Contractor must ensure that the insurance remains in force throughout the contract period.

2.31.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days if this was not a mandatory requirement.

2.31.5 Provide the Department with a Public Liability Insurance Policy Certificate

2.32 GENERAL QUANTITIES AND ORDERS

2.32.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required" and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the periodic contract.

2.32.2 Orders will be placed for each institution by delegated officials, the order details will reflect the facility that will be responsible for the payment to Suppliers for the office automation solutions delivered and/or services rendered.

2.32.3 Suppliers should note that the order(s) will be placed as and when required during the periodic contract period and delivery points will be specified by the relevant delegated officials. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the purchase orders issued by the delegated officials

.

2.32.4 The Department is under no obligation to accept any quantity/quantities which is more than the ordered quantity/quantities.

2.31.5 The Department officials will only be allowed to order a complete printing solution, services and accessories contracted for.

2.33 CONTRACT, VARIATIONS AND EXTENSION

2.33.1 Consideration for expansion, variation or extension of contract will be in line with National Treasury Instruction notes and the KZN Department of Health Policy and delegations.

2.34 CESSION OF CONTRACTOR

2.34.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

2.34.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

2.35 CONTRACT AMENDMENTS / VARIATIONS

2.35.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

2.35.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

2.35.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

2.36 INTELLECTUAL PROPERTY

2.36.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

2.37 INSOLVENCY

2.37.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

2.37.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

2.38 DISPUTE RESOLUTION

2.38.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

2.39DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows:

The Department Physical and Postal Address:

Department Name	The KwaZulu-Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

2.39.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

2.39.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

2.39.3 Any notice to a party:

2.39.4 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);

2.39.5 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or

2.39.6 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been receive on the date of despatch (unless the contrary is proved).

2.40 DURATION OF CONTRACT

2.40.1 Three (3) Years (36 Months)

SECTION J: EVALUATION CRITERIA

This bid will be evaluated based on the Five (5) Phases, should the bidder fail to comply with the requirements of this evaluation criteria it will not progress to the next or last phase of the evaluation.

Phase 1: Administrative Compulsory and Mandatory Requirements
Phase 2: Compulsory Technical Documents
Phase 3: Compliance with Terms of Reference or Specification
Phase 4: Functionality
Phase 5: Price and Preference Points (Specific Goals)

Phase 1 - Administrative, Compulsory and Mandatory Requirements

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
Administrative Requirements			
1.	Part A: Invitation To Bid (SBD 1)	Yes	Yes
2.	Part B: Terms And Conditions For Bidding (SBD 1)	Yes	Yes
3.	Section A: Special Instructions Regarding Completion of Bid	Yes	Yes
4.	Section B: Registration on Central Suppliers Database (CSD)	Yes	Yes
5.	Section C: Declaration that Information on Central Suppliers	Yes	Yes
6.	Section D: Official Briefing Session Form (Not Applicable)	Yes	Yes
7.	Section E: Bidder's Disclosure (SBD 4)	Yes	Yes
8.	Section F: The National Industrial Participation Programme (SBD 5)	Yes	Yes
9.	Section G: Preference Points Claim Form (SBD 6.1)	Yes	Yes
10	Section H: General Conditions of Contract (GCC)	Yes	Yes
11	Section I: Special Conditions of Contract (SCC)	Yes	Yes
12	Section J: Evaluation Criteria	Yes	Yes
13	Section K: Specifications (Part of Evaluation Criteria)	Yes	Yes
14	Section L: Authority To Sign A Bid	Yes	Yes
Compulsory Requirements			
15	Consortium/ Joint Venture/ Partnership Agreement, If Applicable.	No	Yes (Phase 1) (If Applicable)
16	B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency Or	No	Yes

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
	A duly completed Sworn Affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the day, month and year on which the annual total revenue is based on and the level of black ownership that is claimed; or A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE, Note: i. Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted, ii. A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate. iii. The B-BBEE is a mandatory requirement, this will not be used for scoring of preferential points		
Mandatory Requirements			
17	Valid, original or certified, proof of accreditation or membership of Association of South African Travel Agents (ASATA)	No	Yes
18	Valid, original or certified, proof of accreditation or membership of International Association of Travel Agents (IATA)	No	Yes

Phase 2: Compulsory Technical Documents

Service provider must submit the proposal detailing how the TMC shall provide the service as per the criteria indicated below. This information must be attached to the bid document as Annexure B to N per criterion. To proceed to next stage of valuation, the service provider must comply with the below compulsory technical requirements:

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
1.	Manage all reservations/ bookings (Annexure B)	- Description of itinerary confirmation on how all travel reservations/ bookings will be handled including but not limited to: • accommodation; • car rental; • flights; • passports and visa requirements; • confirmation numbers; and • additional proof of competency.		
2.	Manage group bookings (Annexure C)	- Description of the TMC capabilities for handling group bookings including but not limited to: • Conferences; and • events - It must please be specified if these bookings would be done by the TMC or outsourced.		
3.	Directly negotiated rates (Annexure D)	- Description on how the specific rates will be negotiated and secured including but not limited to: • airline fares, accommodation establishment rates, car rental rates - Provide Access to View new negotiated rates on the Online Booking Tool (OBT) - Description of any automated tools that will be used to assist with maintenance and processing of the said negotiated rates. Note: The above should exclude rates negotiated directly or established by National Treasury or by KZNDOH as these are non-commissionable, where commissions are earned for KZNDOH bookings, all these commissions should be returned to KZNDOH on a monthly basis.		
4.	Manage airline reservations (Annexure E)	- Description of the booking process that would yield the most cost-effective and practical routing for the traveller. - This will include, but not limited to: • the refund process and • how you manage the unused non-refundable airline tickets,		

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
		• ability to secure special airline services for traveller(s) including preferred seating, • waitlist clearance, • special meals, • travellers with disabilities.		
5.	After-hours and emergency services (Annexure F)	- The bidder should have capacity to provide reliable and consistent after hours and emergency support to traveller(s). - Provide Standard Operating Procedure that the TMC will follow to provide the after-hour support. - This will include, but not limited to: • how it is accessed by Travellers, • where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. • is it available 24/7/365 • Reminders to the KZNDOH to process purchase orders within 24 hours to reduce queries on invoices		
6.	Communication (Annexure G)	- Description on how the TMC will ensure that travel bookers are informed of the travel booking processes. - This will include, but not limited to: • Applications in place to receive and view itinerary (Mobile App Platform) • SMS messaging capabilities. • Communication process where the traveller, travel booker and TMC will be linked in one smooth continuous workflow.		
7.	Financial Management (Annexure H)	- Description on how the TMC will implement the negotiated rates and maximum allowable rates established either by the National Treasury or the KZNDOH. - The TMC must describe how: • The 30-day bill-back account facility will be managed • The pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. • The invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to KZNDOH. • The credit card reconciliation process, timing and deliverables (where applicable).		

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
8.	Technology, Management Information and Reporting (Annexure I)	Description of how the solution modules that will be used for Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). The solution modules must clearly outline the OBT amid Bookings, Approvals, Safety & Risk, Payments and Expense, Reporting and analytics and Mobile Applications. This should include how the travel consultants' access and book web airfares inter-alia non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. In addition, the TMC must describe how the data management and information management including traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. Provide a description of all technology and reporting products proposed for KZNDOH. Can the TMC comply with the KZNDOH's monthly reporting requirement as prescribed by KZNDOH Describe the compatibility of the online solution to fully integrate into KZNDOH's ERP. Indicate the turnaround time to complete the process of integration		
8.	Account Management (Annexure J)	Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure should be submitted. What will be in place to ensure that the KZNDOH's travel Policy is enforced? How will you manage the service performance in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to travellers and /or Travel Bookers.		

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
10.	Cost Management (Annexure K)	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe the capability to show cost savings alerts during travel requests and the ability to track out of policy bookings trail in order for KZNDOH to identify trends and traveller behaviour to policy compliance. Describe how you will assist the KZNDOH to realise cost savings on annual travel spend.		
11.	Monthly, Quarterly and Annual Travel Reviews (Annexure L)	Provide an example of a monthly, quarterly and annual review reports used for performance management during the life cycle of the contract.		
12.	Transition plan (Annexure M)	Provide a comprehensive transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. Provide a disaster recovery plan used as a backup during disaster.		
13.	Development and inclusion of HDP's (Annexure N)	Provide detailed plan on how the Historically Disadvantaged Persons as well as vulnerable groups such as Black Women, Black Youth, Black Persons With Disabilities, Military Veterans will be developed or uplifted, including the reporting mechanisms		

Failure to submit all the Compulsory Technical Requirements shall result in the offer considered non-responsive and shall be rejected.

Phase 3: Compliance with Terms of Reference or Specification

SECTION K: SPECIFICATION (TERMS OF REFERENCE)

APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS (36 MONTHS) TO THE KWAZULU-NATAL DEPARTMENT OF HEALTH

1. BACKGROUND

The Kwazulu-Natal Department of Health, in the course of executing its duties and fulfilling its legislative mandate makes use of travel, accommodation and conference facilities. These services are utilised by Office of the Member of Executive Authority (MEC) and officials of the Department.

Travel services required include air travel, hotel accommodation, conference facilities, airport transfers, point to point shuttle services and car rentals through the appointed service provider. The Department intends to issue a request for bids from suitable experienced and professional travel agent for the provision of travel and related services.

The successful Travel Agent will be required to provide bespoke online booking or travel management system that will be set up at selected Head Office Units, and decentralized to Districts.

2. OBJECTIVE

The broad objectives of this RFB include:

2.1. To enter into agreement with a successful bidder who will achieve the following:

2.1.1. Provide Department with consistent and reliable travel management services and will maintain a high level of traveller satisfaction in line with the service levels;

2.1.2. Significant cost savings for Parliament of the RSA without any degradation in the services; and appropriately contain traveller's risk;

2.1.3. To provide prospective service providers with adequate information to understand and respond to Department requirements;

2.1.4. To ensure that responses from prospective bidders comply with determined evaluation criteria, specification and standards; and

3. PURPOSE OF THE REQUEST FOR BIDS (RFB)

The proposed contract with the TMC will include airline ticketing, visa services and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals), at most direct and lowest cost for Department officials, consultants, participants and Executive Authority officials attending meetings, conferences, workshops and other official activities required to render high level of patient care.

The successful bidder will be required to sign a contract with Department to perform the travel services specified under this Terms of Reference and agreeing to clearly identified service levels.

The contract will be for a Three (3) Year period (36 Months).

4. GENERAL SERVICE REQUIREMENTS

Bidders must:

- i Familiarise themselves with the existing Department or Treasury Travel Policy and business processes in order to implement the applicable cost controls to ensure compliance;
- ii Manage the third-party service providers and address any service failures and complaints that may emanate due to unsatisfactory services received;
- iii Consolidate all invoices from travel suppliers;
- iv Provide travel management services during normal office hours as well as after-hours services. Normal office hours refer to Monday to Friday from 07H00 to 17H00. After hours refer to 17h00 to 06h59 including weekends and public holidays. A dedicated consultant/s / call centre facility with contact numbers must be available during the office hours and after hours to assist all travellers;\
- v All calls must be attended to expeditiously;
- vi The TMC should have a standard operating procedure for managing after hours and emergency services. This should include purchase order generation of the request within 24 hours;
- vii The service must achieve significant cost savings for the KZNDOH without any degradation of the services whilst taking into consideration all associated risks;
- viii The Department reserves the right to revise and amend its policies as and when deemed necessary.

5. SCOPE OF WORK

The minimum scope of service shall include domestic, regional, and international travel as follows:

a) Reservations for airline ticketing.
b) Supply travellers with required information on visa services.
c) Provide incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations.
d) Preparation of suitable itineraries (including alternative routings, departures, and arrivals). e) Reservations for accommodation.
e) Reservation for car rental and shuttle services.
f) Conduct workshops (as and when required) and training sessions for all personnel involved in travel management within the KZNDOH.
g) Ensure value for money in the provision of travel services for the KZNDOH officials.

5.1 Operational Requirements

In line with the scope of work bidders must demonstrate, in their proposal capabilities to undertake travel operations in the following service categories (please indicate with yes):

5.1.1	Reservations	
No.	The Travel Management Company (TMC) is required to:	Complies (Yes/No)
a	Receive travel requests from travel bookers, respond with quotations confirming the availability of reservation. Upon the receipt of the relevant approval, the TMC will issue the required etickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.	
b	Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.	
c	Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the traveller of alternative plans that are more cost effective and more convenient where necessary.	
d	Obtain a minimum of three (3) price comparisons / quotations for all travel requests where the routing or destination permits.	
e	Book the negotiated discounted fares and rates where possible.	
f	Should keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.	
g	Book parking facilities at the airports where required for the duration of the travel.	
h	Respond timely and process all queries, requests, changes, and cancellations timeously and accurately.	
i	Should be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)	
j	Should issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.	
k	Advise the traveller of all visa and inoculation requirements well in advance.	
l	Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.	
m	Facilitate any reservations that are not bookable on the Global Distribution System (GDS).	
n	Facilitate the bookings that are generated through TMC or third-party Online Booking Tool (OBT) where it can be implemented.	
o	Note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.	
p	Visa applications will not be the responsibility of the TMC; however, the relevant information should be supplied to the traveller(s) where visas will be required.	
q	Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are non-commissionable, where commissions are earned for KZNDOH's bookings all these commissions should be returned to KZNDOH on a monthly basis.	
w	Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by KZNDOH.	
x	Timeous submission of proof that a good service was delivered (invoices) as per KZNDOH's instructions.	

5.1.2	**Air Travel**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The TMC should be able to book full-service carriers as well as low-cost carriers.	
b	The TMC will book the most cost-effective airfares possible for domestic travel.	
c	For international flights, the airline which provides the most cost effective and practical routings may be used.	
d	The TMC should obtain three or more price comparisons / quotations international flights where applicable to present the most cost effective and practical routing to the traveller.	
e	The airline ticket should include the applicable airline agreement number as well as the individual loyalty programme number of the traveller (if applicable).	
f	Airline tickets should be delivered electronically (SMS, email format or mobile app) to the traveller(s) and travel bookers promptly after booking before the departure time and date.	
g	The TMC will source the most cost-effective booking of charters for VIPs requirements.	
h	The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management on a monthly basis.	
i	The TMC should during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.	
j	Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)	
k	Assist with lounge access if required.	
l	Assist with the bookings of charters for VIPs utilising the existing transversal term contract (where applicable) or the sourcing of alternative service providers for other charter requirements.	

5.1.3	**Accommodation**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.	
b	The TMC will obtain three price comparisons from accommodation establishments (where practically possible) that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.	
c	KZNDOH travellers may only stay at accommodation establishments with which government has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury.	
d	Accommodation vouchers should be issued to all KZNDOH travellers for accommodation bookings and should be invoiced to KZNDOH as per arrangement. Such invoices should be supported by a copy of the original hotel accommodation charges.	
e	The TMC should during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.	
f	Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees.	

5.1.4	Car Rental and Shuttle Services	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The TMC will book the approved category vehicle in accordance with the KZNDOH Travel Policy with the car rental service provider from the closest rental location (airport, hotel, and venue).	
b	The TMC should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements of car or shuttle.	
c	The TMC should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages, and accidents, etc.	
d	For international travel the TMC may offer alternative ground transportation to the traveller that may include rail, buses, and transfers.	
e	The TMC will book transfers in line with the KZNDOHs Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.	
f	The TMC should negotiate better rates with relevant shuttle companies, thereafter appoint, manage and ensure compliance with minimum standards of shuttle service companies on behalf of the KZNDOH	
g	The TMC should during their report period provide proof that negotiated rates were booked, where applicable.	

5.1.5	Communication	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The TMC must conduct workshops and training sessions for all personnel involved in travel management within the KZNDOH.	
b	All enquiries should be investigated, and prompt feedback be provided in accordance with the provisions of the contract.	
c	The TMC should ensure sound seamless communication with all stakeholders.	

5.1.6	Technology, Management Information and Reporting	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tool.	
b	The TMC must implement an Online Booking Tool to facilitate domestic, regional, and international bookings to optimise the services and related fees. **Note: this booking tool must also be deployable to be used by department delegated officials.**	
c	All management information and data input must be complete and accurate.	
d	Reports must be provided as per KZNDOH's specific requirements at the agreed time. Information should be available on a transactional level that reflects detail, including the name of the traveller, date of travel, and spend category (for example, air travel, shuttle, accommodation).	
e	KZNDOH may request the TMC to provide additional management reports at no additional cost.	
f	Reports must be available in an electronic format such as PDF, Microsoft Excel etc and must include but not limited to the following:	

5.1.6.1	**Reporting Requirements – Travel**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	After hours' Report	
b	Compliments and complaints	
c	Consultant Productivity Report	
d	Extension of business travel	
e	Upgrade of class of travel (air, accommodation, and ground transportation); and	
f	Bookings outside Travel Policy	

5.1.6.2	**Reporting Requirements – Finance**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	Reconciliation of commissions/rebates or any volume driven incentives	
b	Creditor's ageing report	
c	Creditor's summary payments	
d	Daily invoices	
e	Reconciled reports for Travel Lodge card and Virtual Travel Card statement	
f	No show report	
g	Cancellation report	
h	Receipt delivery report	
i	Monthly Bank Settlement Plan (BSP) Report	
j	Refund Log	
k	Open voucher report	
l	Open Age Invoice Analysis	
m	The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.	

5.1.7	**Financial Management**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The TMC should implement the rates negotiated by National Treasury with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.	
b	The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to KZNDOH for payment within the agreed timeinesl.	
c	Enable savings on total annual travel expenditure and this should be reported, and proof provided during monthly and quarterly reviews.	
d	The TMC will be required to offer a 30-day bill-back account facility to the institution should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices KZNDOH for the services rendered. The TMC must consolidate Travel Supplier bill-back invoices.	
e	Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.	
f	KZNPT has a travel lodge card and virtual travel card in place, the TMC should be responsible to process the payment of air, accommodation and ground transportation and will also be responsible to consolidate through a corporate card vendor.	
g	The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to KZNDOH and or KZN Provincial Treasury Financial Management Unit on the agreed period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documents to the invoices reflected on the service provider bill-back report or the credit card statement.	
h	Ensure Travel Supplier accounts are settled timeously.	

5.1.8	**Cost Containment**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	The National or Provincial Treasury cost containment initiatives and the KZNDOH Travel Policy are establishing the basis for cost savings culture.	
b	It is the obligation of the TMC to always advise on the most cost-effective option, and costs should be within the framework of the National Treasury cost containment instructions.	
c	The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.	
d	The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with KZNDOH Travel Policy to ensure that the traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.	

5.1.9	**Office Management**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	**The TMC to ensure high quality service to be always delivered to the KZNDOH's travellers. The TMC is required to provide KZNDOH with highly skilled and qualified human resources of the following roles but not limited to:**	
	Account Manager	
	Travel Consultant	
	System Operations Manager	

5.1.10	**Account Management**	
No.	**The Travel Management Company (TMC) is required to:**	**Complies (Yes/No)**
a	An Account Management structure should be put in place to respond to the needs and requirements of the KZNDOH and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.	
b	The TMC should appoint a dedicated Account or Business Manager who is ultimately responsible for the management of the KZNDOH's account.	
c	The necessary processes should be implemented to ensure good quality management and always ensuring traveller satisfaction.	
d	A complaint handling procedure should be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.	
e	Ensure that the KZNDOH's Travel Policy is enforced.	
f	The SLA should be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.	
g	Ensure that workshops/training are provided to all personnel involved in travel management within the KZNDOH.	
h	During reviews, comprehensive reports on the travel spend and the performance in terms of the contract should be presented.	

5.1.11	**Value Added Services**		
No.	**The Travel Management Company (TMC) is required to provide the following value-added services:**		**Complies (Yes/No)**
a	Destination information for, domestic, regional and international destinations:		
	i	Health warnings	
	ii	Weather forecasts	
	iii	Places of interest	
	iv	Visa information	
	v	Travel alerts	
	vi	Location of hotels and restaurants	
	vii	Information including the cost of public transport	
	ix	Rules and procedures of the airports	
	x	Business etiquette specific to the country	
	xi	Airline baggage policy; and	
	xii	Supplier updates	
b	Electronic voucher retrieval via web and smart phones.		
c	SMS notifications for travel confirmations.		
d	Travel audits.		
e	Global Travel Risk Management.		
f	VIP services for Executives that include but is not limited to check-in support, special requests		

5.1.12	**Monthly, Quarterly and Annual Travel Reviews (Monitoring and Evaluation)**		
No.	**The Travel Management Company (TMC) is required to provide the following services:**		**Complies (Yes/No)**
a	Reviews are required to be presented by the TMC on all KZNDOH travel activity. These reviews are comprehensive and presented to KZNDOH's Support and Interlinked Financial Systems team as part of the performance management reviews based on the service levels.		
b	These Travel Reviews will include without limitation the following information:		
	i	Total travel spends	
	ii	Air spend analysis	
	iii	Accommodation Spend analysis	
	iv	Car hire spend analysis	
	v	Extended business travel	
	vi	Top travellers	
	vii	Top suppliers	
	ix	Top after hours users	
	x	Savings report	
	xi	Refunds report	
	xii	After hours report	
	xiii	Most common routes, Domestic and International	
	xiv	Number of transactions	
	xv	Advance booking analysis	
	xvi	Missed savings report	
	xvii	Business spend report.	
b	Electronic voucher retrieval via web and smart phones.		
c	SMS notifications for travel confirmations.		
d	Travel audits.		
e	Global Travel Risk Management.		
f	VIP services for Executives that include but is not limited to check-in support, special requests		

5.1.13	**Supplier Database and Broad Based Black Economic Empowerement**	
No.	**The Travel Management Company (TMC) is required to provide the following services:**	**Complies (Yes/No)**
a	Maintain Supplier Database of all service providers pre-approved by the Provincial Treasury	
b	Update Supplier Database with all new qualifying suppliers, approved by the Department as part of Black Economic Empowerment Program	

Note: A bidder who fail to indicate compliance with the specification or Terms of Reference will be regarded as non-responsive

Phase 4: Functionality

A bidder that scores less than 80% on functionality points based on the prescribed format attached as Annexure 1 and the presentation on the OBT will be regarded as non-responsive and shall be disqualified. For the presentation bidders must submit a General Booking Flow Manual

NO.	TECHNICAL EVALUATION CRITERIA	WEIGHT	POINTS	MAXIMUM POINTS
NO. 1	**Travel Management Industrial Experience**			
	It is compulsory that an affirmation is provided by a client to confirm that a service provider has conducted a similar project in the last five years by completing the information required on Annexure 1. No points will be allocated for poor or unsatisfactory service performance and no points will be allocated if the information on Annexure 1 is not duly completed.	4	1 Project = 2 No project = 0 ≥ 5 years of experience = 2 < 5 years of experience = 0	4
NO. 2	**Presentation on the Online Booking Tool**			
	Manage all Online bookings Demonstrate the commencement of the booking process from when the travel request is uploaded on to the system to the creation of an order number. Demonstrate how the OBT negotiated rates by the National Treasury for all categories will be set up for the KZNDOH. Demonstrate for compliance how a full access to view new negotiated rates on the OBT will be provided	15	Accommodation = 5 points Car rental = 5 points Flights = 5 points Failure to demonstrate accommodation, car rental and flights shall result to no points allocated = 0	15
	Manage group bookings Demonstrate how the group bookings for inter alia meetings, conferences and events.	2	group booking or conferences = 2 points Failure to demonstrate group bookings or conferences shall result to no points allocated = 0	2
	OBT travel manager review and approvals Demonstrate the approval processes in line with KZNDOH S&T Policy on the following scenarios: review of quote by travel booker; approval of process flow how does the system alerts or flags out of policy or breach of policy how does the booker / traveller gets notified of the approved booking. how does the system upload the booking documents	12	review of quote by travel booker = 2 points Approval flow process = 4 points Alerts or flagging out of policy or breaches = 2 points notification methods to the traveller and booker = 2 points uploading of booking documents = 2 points Failure to demonstrate the above scenarios shall result to no points allocated = 0	12

	Reporting and data analysis Demonstrate how the OBT shall generate the following reports: automated intelligent reporting capabilities and reporting format out of policy bookings trail missed savings travel spend on inter alia flights, accommodation, car rental, conference/events, shuttle and transfer no show report cancellations	12	automated intelligent reporting capabilities and report format = 2 points out of policy bookings trail = 2 points missed savings = 2 points travel spends on inter alia flights, accommodation, car rental, conference /events, shuttle and transfer = 2 points no show report = 2 points cancellations = 2 points Failure to demonstrate the above reports shall result to no points allocated = 0	12
	Mobile Application Demonstrate the functionality that can be provided by the mobile application on the following: booking via App approval process via app traveller and booker notification, traveller itinerary and documentation upload, alert to flight changes/ delays, cancellations and safety warnings,	10	Booking via App = 2 points traveller messaging = 2 points approval request for managers on mobile = 2 points traveller itinerary and booking confirmation = 2 points urgent alert and traveller safety information = 2 points full traveller booking confirmation function by travel booker and Responsibility manager for confirmed bookings = 2 points Failure to demonstrate the above mobile application shall result to no points allocated = 0	10
	Disaster and Recovery process Demonstrate a disaster and recovery process (backup to ensure business continuity) the disaster recovery process how far backup it dates recovery timeline within 24 hours communication to KZNDOH hereto within 30 minutes of the disaster.	20	disaster recovery process = 5 points backup process = 5 points recovery time (within 24 hours = 5 points and more than 24 hours = 0 points) communication process to KZNDOH within 30 minutes = 5 points and more than 30 minutes = 0 points. Failure to demonstrate the above mobile application shall result to no points allocated = 0	20
Total points				**75**
Minimum Functionality threshold percentage is **80%**. Offers that score less than the minimum functionality of 80% threshold shall not be considered for Phase 5 (price and preference points).				

Phase 5: Price and Preference Points

This is final stage of evaluation, the value of this bid is estimated not or will exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable as follows:

<table>
<tr><th>CATEGORY</th><th>POINTS CLAIMED</th><th>POINTS CLAIMED</th></tr>
<tr><td>PRICE</td><td>80</td><td>90</td></tr>
<tr><td>SPECIFIC GOALS</td><td>20</td><td>10</td></tr>
<tr><td>Total points for Price and Specific Goals must not exceed</td><td>100</td><td>100</td></tr>
<tr><td>SPECIFIC GOALS CATEGORY</td><td colspan="2">Reconstruction and Development (RDP) Goals</td></tr>
<tr><td colspan="3">RDP Goal: The promotion of enterprises located in a specific district for work to be done or services to be rendered in that district, therefore this service will be rendered in all Districts of Kwazulu-Natal. The bidder must have proof of offices currently operating in any District within KwaZulu Natal Province, the office must be classified as Head office or District Office or Regional Office of the company.</td></tr>
<tr><td colspan="3">SPECIFIC GOAL REQUIRED VERIFICATION DOCUMENT</td></tr>
<tr><td colspan="3">Specific Goal verification will be conducted through request of Utility Bill not less than three months such as (Municipal or Eskom Account in the name of company), in addition if utilities are paid by the land lord we will require Copy of Valid Lease Agreement between the bidder and the landlord.

Notes:

1. Failure on the part of a bidder to submit valid proof of the required returnable document with the bid it will be interpreted to mean that preference points for specific goals are not claimed.
2. The Department reserve a right to verify validity of information provided, any false claim for specific goals will render your offer invalid or may terminate the contract.</td></tr>
</table>

SECTION L

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

<table>
<tr><th>(I)

CLOSE CORPORATION</th><th>(II)

COMPANIES</th><th>(III)

SOLE PROPRIETOR</th><th>(IV)

PARTNERSHIP</th><th>(V)

CO-OPERATIVE</th><th colspan="2">(VI)

JOINT VENTURE / CONSORTIUM</th></tr>
<tr><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td>Incorporated</td><td></td></tr>
<tr><td>Unincorporated</td><td></td></tr>
</table>

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

....

hereby authorise Mr/Mrs/Ms ....

acting in the capacity of ....

whose signature is ....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

<table>
<tr><th>NAME</th><th>ADDRESS</th><th>SIGNATURE</th><th>DATE</th></tr>
<tr><td rowspan="2"></td><td></td><td rowspan="2"></td><td rowspan="2"></td></tr>
<tr><td></td></tr>
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<tr><td></td></tr>
<tr><td rowspan="2"></td><td></td><td rowspan="2"></td><td rowspan="2"></td></tr>
<tr><td></td></tr>
</table>

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SBD 3.2

SECTION M

PRICING SCHEDULE –
(PURCHASES)

DESCRIPTION: APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS TO THE KWAZULU-NATAL DEPARTMENT OF HEALTH

Name of bidder……………………………………................................	Bid number: **ZNB 5778/2024-H**
Closing Time 11:00	Closing Date: **24 February 2025**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

AS PER EXTRACTED PRICE PAGE SCHEDULE IN EXCEL FORMAT

Price Declaration

Dear Sir/Madam,

Having read through and examined the BID Document, the General Conditions, The Requirement and all other Annexures to the BID Document, we offer to provide **OFF-SITE** travel management service to the KZN DOH at the following total amounts (including VAT). The following amounts are for 36 MONTHS .

Template 1: Transaction Fee (Off-Site)

R -	**(incl. VAT)**	

Template 2: Management Fee (Off-Site)

R -	**(incl. VAT)**	

Transaction Fee (Off Site)	**R -**
Management Fee (Off Site)	**R -**

R -	**(incl. VAT)**	

Required by:	KWAZULU-NATAL DEPARTMENT OF HEALTH
-At:	Supply Chain Management

…………………………	………………..	………………………	………………
(Signature of Bidder)	Date	(Signature of Witness)	Date

ANNEXURE 1: REFERENCE LETTER

CONFIRMATION OF REFERENCE

NAME OF BIDDING COMPANY:					
PREVIOUS CLIENT/EMPLOYER NAME:					
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:					
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:					
VALUE OF WORK COMPLETED:					
DURATION AND DATE COMPLETED:					
START DATE:			**END DATE:**		
………	……………………..........	……………	………	……………………………...	……………
Day	*Month*	*Year*	*Day*	*Month*	*Year*
The above-mentioned Bidding Company is in the process of submitting a Bid for the provision of an online travel management for the KwaZulu-Natal Department of Health for a period of thirty-six months. As a client you kindly requested to confirm the level of services received from the company as per the required questionnaire below.					
Was the services rendered as per the terms of reference or specification.			Select applicable rating ○ Excellent ○ Good ○ Satisfactory ○ Poor		

Full Name of Authorized Signatory………………………………………………………………………………...

Contact Number …………………………….

Email address ……………………………………………….

Signature …………………………………. Date ……………………………………………

CLIENT (EMPLOYER) STAMP HERE

Incomplete, unsigned or unstamped form will not be accepted. The KZN Department of Health reserves the right to contact any Client Company listed as a reference.

ANNEXURE A

THE NATIONAL TREASURY

Republic of South Africa

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.

NOTES

The purpose of this document is to:

i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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TABLE OF CLAUSES

28. Limitation of liability

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. National Industrial Participation Programme (NIPP)

34. Prohibition of restrictive practices

1. DEFINITIONS

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7. **“Day”** means calendar day.

1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.

1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

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

1.11. "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 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 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 analysed 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 fulfilment 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 contract 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 antidumping 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. 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 wilful misconduct, and in the case of infringement pursuant to Clause 6.:

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

General Conditions of Contract (revised July 2010)