

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF TOURISM

BID NUMBER:	NDT0005 / 26	CLOSING DATE:	01 JULY 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO RENDER TRAVEL SERVICES MANAGEMENT TO THE NATIONAL DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS.				

BID RESPONSE DOCUMENTS SHOULD BE DEPOSITED IN THE TENDER BOX SITUATED AT:

PHYSICAL ADDRESS:
 17 TREVENNA STREET
 SUNNYSIDE
PRETORIA
 0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MERRIAM NTHANI	CONTACT PERSON	OMPHEMETSE SEKGWELEO
TELEPHONE NUMBER	012 444 6230	TELEPHONE NUMBER	012 444 6773
E-MAIL ADDRESS	MNTHANI@TOURISM.GOV.ZA	E-MAIL ADDRESS	OSEKGWELEO@TOURISM.GOV.ZA

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> 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.

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. ALL COMPLETED DOCUMENTS SHOULD BE DELIVERED AT **TOURISM HOUSE, 17 TREVENNA STREET, SUNNYSIDE, PRETORIA 0002**. PHYSICAL SUBMISSION OR HAND DELIVERED RFP DOCUMENTS MUST BE COMPLETED IN THE REGISTER. BIDDERS FAILURE TO COMPLETE THE REGISTER MAY INVALIDATE THE RFP. LATE RFP WILL NOT BE CONSIDERED WHEN MAKING A DECISION TO AWARD.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. THE **STANDARDS BIDDING DOCUMENTS (SBD) FORMS MUST BE COMPLETED, SIGNED AND RETURNED** WITH THE RFQ / BID DOCUMENTS.
- 1.3. BIDDER'S ARE NOT ALLOWED TO ALTER THE CONTENT AND SEQUENCE OF INFORMATION IN THE SBD4 FORM.
- 1.4. THE UNDERSIGNED BIDDER DECLARES AND FURTHER AGREES TO HAVE READ 2010 VERSION OF THE GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE ON THE NATIONAL TREASURY WEBSITE. TO ACCESS THE GCC THE BIDDER SHOULD CLICK THE FOLLOWING LINK <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> OR DOWNLOAD THE DOCUMENT FROM THE NATIONAL TREASURY.
- 1.5. THE **80 / 20** PREFERENTIAL POINT SYSTEM WILL BE APPLIED WHEREIN **80** POINTS IS FOR PRICE AND **20** POINTS IS FOR SPECIFIC GOALS. TENDERS WITH A RAND VALUE OF BETWEEN R 30 000 BUT NOT EXCEEDING R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES). FIRSTLY, THE BID SUBMISSION / RFQ WILL EVALUATED IN LINE WITH THE SET CRITERIA OR FUNTIONALITY (*IF APPLICABLE*) AND THEREAFTER PROPOSAL WILL BE EVALUATED ON POINTS FOR PRICE AND SPECIFIC GOALS.
- 1.6. THE DEPARTMENT WILL APPLY THE 80/20 POINT SYSTEM IN RESPECT OF INVITATION TO THIS BID.
- 1.7. POINTS SCORED FOR **SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE** AND THE TOTAL WILL BE ROUNDED OFF TO THE **NEAREST TWO (2)** DECIMAL PLACES.
- 1.8. A **TENDER MUST BE AWARDED TO THE TENDERER WHO SCORE THE HIGHEST TOTAL NUMBER OF POINTS** IN TERMS OF THE PREFERENCE POINT SYSTEM (*PRICE AND SPECIFIC GOALS*) UNLESS OBJECTIVE CRITERIA IN TERMS OF SECTION 2 (1)(F) OF THE PPPFA ACT NO 5 OF 2000 JUSTIFY THE AWARD OF THE TENDER TO ANOTHER TENDERER
- 1.9. THE DEPARTMENT RESERVES THE RIGHT TO **NEGOTIATE WITH THE BIDDERS PRIOR OR POST AWARD.**
- 1.10. THE DEPARTMENT MAY **ALLOCATE ZERO/NIL POINTS FOR SPECIFIC GOALS WHERE PROOF IS NOT SUBMITTED** WITH THE BID.
- 1.11. THE BID WILL BE VALID FOR A PERIOD OF 120 DAYS FROM THE CLOSING DATE OF ADVERTISEMENT.
- 1.12. THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD.

2. TAX COMPLIANCE REQUIREMENTS

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

3. LIST OF RETURNABLES

BIDDERS SHOULD PLEASE ADHERE TO THE FOLLOWING INSTRUCTIONS

- a) TICK APPLICABLE BOX IF DOCUMENT IS SUBMITTED
- B) COMPLETED AND SIGNED DOCUMENTS (*WHERE APPLICABLE*) SHOULD BE RETURNED / SUBMITTED BY THE BIDDER
- C) USE THE PRESCRIBED SEQUENCE IN ATTACHING THE **ANNEXURES** THAT COMPLETE THE BID DOCUMENT

ANNEXURES	DOCUMENT DESCRIPTION	YES	NO
PART A & B	IS BID INVITATION FORM AND TERMS AND CONDITIONS FOR BIDDING COMPLETED, SIGNED AND SUBMITTED?		
ANNEXURE A	(IF APPLICABLE) AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID, JOINT VENTURES INVOLVEMENT DECLARATION AND SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES		
ANNEXURE B	IS PROOF OF OWNERSHIP BY WOMAN SUBMITTED. i.SHAREHOLDING (CERTIFICATE) PORTFOLIO BY PROOF OF REGISTRATION OF THE COMPANY WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL PROPERTY COMMISSION (CIPC). IN CASE OF JOINT VENTURE, A BIDDER MUST SUBMIT PROOF OF REGISTRATION FOR BOTH ENTERPRISES; ii.CERTIFIED COPY (COPIES) OF ID-DOCUMENT(S) OR OF THE WOMAN OR WOMEN; AND iii.A CSD FULL REPORT AND NOT SUMMARIZED PREFERABLY DRAWN PRIOR TO THE CLOSING DATE MUST BE SUBMITTED BY BIDDERS.		
ANNEXURE C	IS PROOF OF OWNERSHIP BY BLACK PERSON (S) SUBMITTED. i. SHAREHOLDING (CERTIFICATE) PORTFOLIO BY PROOF OF REGISTRATION OF THE COMPANY WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL PROPERTY COMMISSION (CIPC).IN CASE OF JOINT VENTURE, A BIDDER MUST SUBMIT PROOF OF REGISTRATION FOR BOTH ENTERPRISES; ii.CERTIFIED COPY (COPIES) OF ID-DOCUMENT(S) OF BLACK PERSON(S) ; AND iii.A CSD FULL REPORT AND NOT SUMMARIZED PREFERABLY DRAWN PRIOR TO THE CLOSING DATE MUST BE SUBMITTED BY BIDDERS.		
ANNEXURE D	QUALIFYING EXEMPTED MICRO ENTERPRISE (EME) – AND OR QUALIFYING SMALL ENTERPRISE (QSE) – MUST SUBMIT A VALID B-BBEE SWORN AFFIDAVIT (VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE SIGNED BY THE COMMISSIONER) ACCOMPANIED BY CIPS BUSINESS REGISTRATION AND SHARE CERTIFICATE. IN CASE OF JOINT VENTURE TO CLAIM POINTS , A CONSOLIDATED B-BBEE CERTIFICATE ISSUED BY AN ACCREDITED VERIFICATION AGENCY, IRRESPECTIVE OF THE SIZE OF THE COMPANIES INVOLVED IN A JOINT VENTURE MUST BE SUBMITTED. THE DEPARTMENT CANNOT ACCEPT JOINT VENTURE AFFIDAVIT.		
ANNEXURE E	STANDARD BID DOCUMENTS (SBD4) FORM BIDDER'S DISCLOSURE.		
ANNEXURE F	STANDARD BID DOCUMENTS (SBD6.1) PREFERENCE POINTS CLAIM FORM		
ANNEXURE G	DETAILED TRANSITION PLAN FOR IMPLEMENTING THE SERVICE WITHOUT SERVICE INTERRUPTIONS.		
ANNEXURE H	COMPANY PROFILE WITH THE RELEVANT EXPERIENCE AND TRACK RECORD		
ANNEXURE I	PROOF OF VALID LEASE AGREEMENT OR MUNICIPALITY UTILITY		

	BILL/STATEMENT		
ANNEXURE J	PROVIDE THE REFERENCE LETTERS WITH CONTACTABLE EXISTING/RECENT CLIENTS OR PAST CLIENTS (WITHIN PAST 7 YEARS) WHICH ARE OF A SIMILAR SERVICES OF THE DEPARTMENT OF TOURISM.		
ANNEXURE K	(IF APPLICABLE) CERTIFIED COPY OF VALID B-BBEE CERTIFICATE		
ANNEXURE L	EMERGENCY SERVICE DELIVERY PLAN		
ANNEXURE M	PROCEDURE MANUAL FOR CANCELLATION OF TRANSACTIONS, REFUND FOR UNUSED TICKETS, AND NO-SHOWS		
ANNEXURE N	AFTER-HOURS SERVICE DELIVERY PLAN AND PROCEDURES		
ANNEXURE O	COST SAVING PLAN		
ANNEXURE P	EXAMPLE OF CONFIRMATIONS AND INVOICES		
ANNEXURE Q	QUALITY CONTROL PROCEDURE MANUAL AND PROCESSES		
ANNEXURE R	REFUND PROCESSES AND TIMELINES FOR VARIOUS SECTORS AND COUNTRIES		
ANNEXURE S	ACCOUNT MANAGEMENT PROCEDURES		
ANNEXURE T	EXAMPLE OF MANAGEMENT REPORTS		
ANNEXURE A3	PRICING SCHEDULE (BUDGET BREAKDOWN). IT MUST BE MARKED AND SUBMITTED IN TECHNICAL ENVELOPE.		

4. APPLICATION OF PREFERENCE POINT SYSTEM

4.1 DEFINITIONS

HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI) IS DEFINED AS A SOUTH AFRICAN CITIZEN –

- a) WHO, DUE TO THE APARTHEID POLICY THAT WAS IN PLACE, HAD NO VOTING RIGHTS IN THE NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 100 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) (“*THE INTERIM CONSTITUTION*”) AND OR
- b) WHO IS A WOMAN, AND / OR
- c) WHO HAS DISABILITY

4.2 WITH THE UNDERSTANDING THAT ANY PERSON WHO RECEIVED SOUTH AFRICAN CITIZENSHIP ON OR BEFORE THE INTRODUCTION OF THE INTERIM CONSTITUTION, WILL NOT BE DEEMED TO BE HDI.

4.3 ANY REFERENCE TO WORDS “**BID**” OR “**BIDDER**” HEREIN AND/OR IN ANY OTHER DOCUMENTATION SHALL BE CONSTRUED TO HAVE THE SAME MEANING AS THE WORDS “**TENDER**” OR “**TENDERER**”.

4.4 “**A WOMAN**” REFERS TO A FEMALE PERSON WHO IS A SOUTH AFRICAN CITIZEN

4.5 “**HDI EQUITY OWNERSHIP**” REFERS TO THE PERCENTAGE OF A PARTNERSHIP OR BUSINESS THAT IS OWNED BY INDIVIDUALS, OR IN THE CASE OF A COMPANY, THE PERCENTAGE OF SHARES WHICH IS OWNED BY INDIVIDUALS WHO ARE ACTIVELY INVOLVED IN THE MANAGEMENT DECISIONS AND DAY TO DAY OPERATIONAL ACTIVITIES OF THE COMPANY OR BUSINESS AND WHO EXERCISES CONTROL IN THE BUSINESS IN RELATION TO THEIR OWNERSHIP AT THE CLOSE OF TENDER. WHERE INDIVIDUALS ARE NOT ACTIVELY INVOLVED IN THE MANAGEMENT AND DAY TO DAY OPERATIONAL ACTIVITIES OF THE BUSINESS AND WHO DOES NOT EXERCISE CONTROL IN RELATION TO THE PERCENTAGE OF THEIR OWNERSHIP, EQUITY OWNERSHIP POINTS CANNOT BE AWARDED.

4.6 “**BLACK PEOPLE**” IS A GENERIC TERM WHICH MEANS AFRICANS, COLOUREDS AND INDIANS WHO ARE CITIZENS OF THE RSA BY BIRTH OR DESCENT OR BY NATURALISATION BEFORE 27 APRIL 1994 OR AFTER.

4.7 “**EXEMPTED MICRO ENTERPRISE (EME)**” IN TERMS OF THE GENERIC CODES OF GOOD PRACTICE, IT REFERS TO AN ENTERPRISE WITH AN ANNUAL TOTAL REVENUE OF R 10 MILLION OR LESS.

4.8 “**QUALIFYING SMALL ENTERPRISE (QSE)**” IN TERMS OF THE GENERIC CODES OF GOOD PRACTICE, IT REFERS TO AN ENTERPRISE WITH AN ANNUAL TOTAL REVENUE OF BETWEEN R 10 MILLION AND R 50 MILLION

4.9 “**SPECIFIC GOALS**” REFERS TO CONTRACTING WITH PERSONS, OR CATEGORIES OF PERSONS, HISTORICALLY DISADVANTAGED BY UNFAIR DISCRIMINATION ON THE BASIS OF RACE, GENDER OR

4.10 80 / 20 PREFERENCE POINT SYSTEM

TENDERERS WILL BE AWARDED POINTS AS FOLLOWS:

- a) TENDER PRICE : 80 POINTS
 - b) WOMEN OWNERSHIP : 06 POINTS
 - c) BLACK OWNERSHIP : 12 POINTS
 - d) SMME'S (EME OR QSE) : 02 POINTS
- SPECIFIC GOALS - MAXIMUM OF 20 POINTS**
- TOTAL 100 POINTS**

4.11 THE POINTS SCORED FOR SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE AND THE TOTAL MUST BE ROUNDED OFF TO THE NEAREST 2 DECIMAL PLACES

4.12 TENDER PRICE

THE FOLLOWING FORMULA WILL BE USED TO CALCULATE THE POINTS OUT OF 80 FOR PRICE IN RESPECT OF TENDER WITH A RAND VALUE NOT EXCEEDING R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES). THE LOWEST ACCEPTABLE TENDER MUST SCORE 80 POINTS FOR PRICE, AND OTHER TENDERS WHICH ARE HIGH IN PRICE MUST SCORE FEWER POINTS , ON PRO RATA BASIS.

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

WHERE -

- PS = POINTS SCORED (AWARDED) FOR PRICE OF TENDER UNDER CONSIDERATION
- PT = PRICE OF TENDER UNDER CONSIDERATION; AND
- PMIN = PRICE OF THE LOWEST ACCEPTABLE TENDER

4.13 SPECIFIC GOALS

4.13.1 % OWNED BY PEOPLE WHO ARE WOMEN

A MAXIMUM OF SIX (06) POINTS WILL BE AWARDED TO A WOMAN TENDERER. EQUITY OWNERSHIP FOR WOMEN WILL BE DETERMINED BY THE % OF THE ENTERPRISE OWNED BY SUCH A PERSON OR BY THE % OF SHARES OWNED BY MEMBER/S WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY MANAGEMENT OF THE COMPANY OR ENTERPRISE. **DOCUMENTS REQUIRED ARE DETAILED ON ANNEXURE B ABOVE AND MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

% OF ENTERPRISE OWNED BY WOMEN-----%

THUS, POINTS AWARDED: $6 \times \boxed{} \frac{\% WO}{100} =$

4.13.2 % OWNED BY BLACK PEOPLE

A MAXIMUM OF TWELVE (12) POINTS WILL BE AWARDED TO A TENDERER WHO IS A BLACK AND DID NOT HAVE VOTING RIGHTS ACCORDING TO THE DEFINITION OF AN HDI. EQUITY OWNERSHIP FOR BLACKS WILL BE DETERMINED BY THE % OF THE ENTERPRISE OWNED BY SUCH A PERSON OR BY THE % OF SHARES OWNED BY MEMBERS WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY ACTIVITIES OF THE COMPANY OR ENTERPRISE. **DOCUMENTS REQUIRED ARE DETAILED ON ANNEXURE C ABOVE AND MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

% OF ENTERPRISE OWNED BY BLACK PERSON(S) WHO DID NOT HAVE VOTING RIGHTS.....%

THUS, POINTS AWARDED: $12 \times \boxed{} \frac{\% BO}{100} =$

4.13.3 SMALL, MEDIUM AND MICRO ENTERPRISES (SMME'S)

A MAXIMUM OF TWO (2) POINTS WILL BE AWARDED TO A TENDERER WHO IS CLASSIFIED AS SMME IS THE COMPANY CLASSIFIED AS EME OR QSE? **DOCUMENTS REQUIRED MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

- YES = 2 POINTS $\boxed{} =$
- NO = 0 POINT $\boxed{} =$

4.14 THE DEPARTMENT CAN ONLY AWARD POINTS PROVIDED SUFFICIENT INFORMATION AND REQUIRED DOCUMENTS ARE CORRECTLY COMPLETED AND RETURNED WITH THE PROPOSALS IN LINE WITH LIST OF RETURNABLE DOCUMENTS ON PARAGRAPH THREE (3) ABOVE. POINTS OBTAINED FOR PRICE SHOULD BE ADDED TO POINTS OBTAINED FOR SPECIFIC GOALS.

4.15 INFORMATION ON THE DETAILED **CSD FULL REPORT (DIRECTORS / SHAREHOLDERS)** SHOULD BE THE SAME AND SUPPORTED BY **COPIES OF IDENTITY DOCUMENTS AND COMPANY REGISTRATION DOCUMENTS / SHAREHOLDER CERTIFICATES.**

5. CRITERIA FOR BREAKING DEADLOCK IN SCORING

- a) IF TWO OR MORE OF THE TENDERERS HAVE SCORED EQUAL TOTAL NUMBER OF POINTS, THE CONTRACT WILL BE AWARDED TO THE TENDERER THAT SCORED THE HIGHEST POINTS FOR SPECIFIC GOALS;
- b) IF TWO OR MORE TENDERES SCORE EQUAL TOTAL NUMBER OF POINTS IN ALL RESPECTS, THE AWARD WILL BE DECIDED BY THE DRAWING OF LOTS

6. PROTECTION OF PERSONAL INFORMATION ACT (POPIA) DISCLAIMER

6.1 COMPLIANCE WITH PERSONAL INFORMATION ACT, 4 OF 2013

PERSONAL INFORMATION SHARED WITH THE DEPARTMENT OF TOURISM (DEPARTMENT) SHALL BE TREATED WITH CONFIDENTIALITY AND IN COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPIA) AND OTHER APPLICABLE LAWS. FOR PURPOSES OF THIS DISCLAIMER, "PERSONAL INFORMATION" SHALL BE DEFINED AS DETAILED IN THE PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000 (PAIA) AND POPIA, AND "PROCESSING" AND "FURTHER PROCESSING" SHALL BE READ, INTERPRETED AND UNDERSTOOD AS DETAILED AND DEFINED IN POPIA.

6.2 CONSENT TO PROCESSING AND FURTHER PROCESSING OF PERSONAL INFORMATION

THE DEPARTMENT MAY PROCESS AND FURTHER PROCESS RECEIVED PERSONAL INFORMATION, INTERNALLY OR EXTERNALLY, IN THE EXECUTION OF ITS MANDATE AND/OR AS REQUIRED BY LAW. THE DEPARTMENT MAY SHARE PERSONAL INFORMATION WITH ITS SERVICE PROVIDERS, AGENTS, CONTRACTORS, LEGAL AND OTHER PROFESSIONAL ADVISORS AUTHORISED TO PROCESS THIS INFORMATION. THE DEPARTMENT MAY THUS PLACE RECEIVED PERSONAL INFORMATION IN THE PUBLIC DOMAIN DUE TO THE NATURE AND REQUIREMENTS OF ITS WORK.

6.3 FURTHER PROCESSING OF PERSONAL INFORMATION

YOU FURTHER GRANT THE DEPARTMENT EXPRESS AND/OR IMPLIED PERMISSION TO FURTHER PROCESS RECEIVED PERSONAL INFORMATION AND PLACE IT IN THE PUBLIC DOMAIN, IN THE EXECUTION OF ITS MANDATE AND STATUTORY OBLIGATIONS.

6.4 DUTY OF CARE

THE DEPARTMENT VALUES YOUR PRIVACY AND SHALL TAKE ALL REASONABLE MEASURES TO PROTECT RECEIVED PERSONAL INFORMATION.

6.5 EXEMPTION FROM LIABILITY

THE DEPARTMENT (INCLUDING ITS OFFICIALS AND/OR EMPLOYEES) ACCEPTS NO LIABILITY WHATSOEVER, FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) AND/OR EXPENSES OF ANY NATURE WHATSOEVER WHICH MAY ARISE AS A RESULT OF, OR WHICH MAY BE ATTRIBUTABLE DIRECTLY OR INDIRECTLY, FROM INFORMATION MADE AVAILABLE HEREIN, OR ACTIONS OR TRANSACTIONS RESULTING THEREFROM

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

IT IS THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY READ THE BID DOCUMENT AND UNDERSTAND THE TERMS AND CONDITIONS OF THE BID AND ADHERE TO THE MANDATORY BID REQUIREMENT AND CONDITIONS AS STATED ON PARAGRAPH 10 BELOW.

SIGNATURE OF BIDDER:

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

DATE:

7. INTRODUCTION

The Department of Tourism is mandated to promote the practice of responsible tourism for the benefit of the Republic and for the enjoyment of all its residents and foreign visitors, provide the effective domestic and international marketing of South Africa as a destination, promote quality tourism products and services, promote growth and development of tourism sector, and enhance cooperation and coordination between spheres of government in developing and managing tourism. Through the above, the Department is uniquely placed to contribute to economic growth.

8. PURPOSE OF THIS REQUEST FOR BID

The purpose of this Request for Bid is to solicit bids from potential bidder(s) for the provision of travel management services to the Department of Tourism. This request for bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Department of Tourism for the provision of travel management services. This request for bid does not constitute an offer to do business with the Department of Tourism, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

9. SUPPLIER DUE DILIGENCE

9.1 Department of Tourism reserves the right to conduct supplier due diligence prior or post final award or at any time during the bidding or contract period. Site visits may be conducted by the Department to the recommended bidders to verify the existence of the office and suitability for managing the project. Should the site visit reveal that a bidder does not have an office as stipulated in the tender documentation or that the office is not suitable for managing the project, the bidder will be eliminated (disqualified) at any phase of the bidding process and contracting stage.

10. PRE - QUALIFICATION CRITERIA PRE-QUALIFICATION CRITERIA (NON-SUBMISSION OR ADHERENCE WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL)

- 10.1 According to Treasury Regulation 16A.9.2, the department may disregard the bid of any bidder if that bidder, or its directors –
- i. Have abused the institution's supply chain management system;
 - ii. Have committed fraud or any other improper conduct in relation to such system; or
 - iii. Have failed to perform on any previous contract.
- 10.2 Only companies registered in South Africa are allowed to bid for this project.
- 10.3 Submit Certified copies of your CIPC company registration documents.
- 10.4 The bidder must have an established office within the borders of South Africa. Please provide documentary proof in the name of the bidder or company name, indicating a physical address, and that is (a) a valid office lease agreement/invoice or (b) a municipality's statement/municipal invoice (Utility bill) not older than three months (03) of the advert date of this bid or (c) stamped and signed letter from tribal (traditional) authority not older than three (03) months of the advert date of this bid.
- 10.5 Bidders are required to submit their certified copy of International Air Transport Association (IATA) licence/ certificate. Where a bidding company is using a 3rd party IATA licence, proof of the signed agreement must be attached and certified copy of the IATA licence/certificate to that effect.
- 10.6 Submit full details of the pricing proposal as per Annexure A3

NB: Failure on the part of the bidder to comply with requirements (pre – qualification criteria) stated in paragraph 10 above is an unacceptable tender proposal / documents and will be disqualified from further evaluation. Non-compliance with any of the pre-qualification criteria will invalidate the bid.

11. PRESENTATION / DEMONSTRATION

Department of Tourism reserves the right to request presentations / demonstrations from the short-listed Bidders who have scored minimum points on the functionality evaluation criteria prior to finalising the bid evaluation process.

12. SCOPE OF WORK

12.1 Background

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

- a) Provide Department of Tourism with the comprehensive travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for Department of Tourism without any degradation in the services;
- c) Appropriately contain Department of Tourism risk and traveller risk.

12.2 Service Requirements

12.2.1 General

The successful bidder will be required to provide travel management services to the Department of Tourism for the period of three (3) years. Deliverables under this section include without limitation, the following:

- a) The travel services will be provided to all Travellers travelling on behalf of the Department of Tourism domestically, regionally and internationally. This will include employees and contractors, consultants and clients where the agreement is that the Department is responsible for the arrangement and cost of travel.
- b) Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00 and provide after hours and emergency services as stipulated in paragraph 11.2.6.
- c) Familiarisation with current Department of Tourism travel business processes and policies
- d) Familiarisation with current travel suppliers and negotiated agreements that are in place between the Department of Tourism and third parties. Assist with further negotiations for better deals with travel service providers.
- e) Familiarisation with the current Department of Tourism Travel Policy and implementations of controls to ensure compliance by the TMC and travellers
- f) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g) Provide a facility for Department of Tourism to update their travellers' profiles electronically.
- h) Manage the third party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices from travel suppliers prior to submitting to the Department of Tourism.
- j) Provide a detailed transition plan for implementing the service without service interruptions

12.2.2 Reservations

The Travel Management Company will:

- a) Receive travel requests from travel bookers within Travel Services Division, respond with quotations (confirmations) and availability within agreed timeframes. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via e-mail and sms.
- 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 quotations for comparisons for all travel requests where the routing or destination permits
- e) Book the negotiated discounted fares and rates
- f) Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes upon receipt of approval from the delegated official
- g) Book parking facilities of the travellers at the most cost effective and safe parking option and claim back from the Department for the duration of the travel.
- h) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i) Submit the reports for all cancellations
- j) Must submit the report for all refunds requested
- k) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- l) Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- m) Advise the Traveller of all visa and inoculation requirements well in advance.
- n) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- o) Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- p) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- q) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s). The travellers should also check with a relevant Department or institution to establish which documents are required for the country.
- r) Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by the Department of Tourism are **non-commissionable**, where commissions are earned for the Department of Tourism, bookings all these commissions should be returned to Department of Tourism on a quarterly basis.
- s) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department of Tourism
- t) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Tourism instructions
- u) Make direct bookings with the accommodation establishments Domestically, Regionally and Internationally to ensure transparent transactions and to enable the Department to track its actual expenditure without any hidden costs.

12.2.3 Air Travel

- a) The TMC must be able to book full service carriers as well as low cost carriers.
- b) The TMC will book the most cost effective airfares possible for domestic travel.
- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f) Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g) The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Department of Tourism and provide a report on refund management on monthly basis
- i) The TMC must on monthly basis 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, check in arrangements, etc.)
- k) Assist with lounge access if and when required specifically for international visit/travel subject to the class of traveller.
- l) Have access to Amadeus or Galileo to make air bookings

12.2.4 Accommodation

- a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b) The TMC will obtain three price comparisons from appropriate accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c) This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Tourism travel policy.
- d) Department of Tourism travellers may only stay at accommodation establishments with which the Department of Tourism has negotiated corporate rates which are aligned with the rates determine and or issued by the National Treasury. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Tourism
- e) TMC must be able to book on graded establishments and SMMEs
- f) Accommodation vouchers must be issued to all Department of Tourism travellers for accommodation bookings and must be invoiced to the Department as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g) The voucher must stipulate that the traveller must be issued with a copy of the accommodation invoice upon checking out. This is applicable to all establishments, domestically, regionally and internationally.
- h) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

- i) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees upon receipt of the instruction to cancel from the Department designated official
- j) Use of tour operators will only be considered in isolated and exceptional cases at a sole discretion and approval by the department.

12.2.5 Car Rental, (Domestic and International) and Shuttle Services (International)

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

12.2.6 After Hours and Emergency Services

- a) The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b) A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c) After hours' services must be provided from Monday to Friday outside the official hours (08h00 to 17h30 and twenty-four (24) hours on weekends and Public Holidays.
- d) A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e) The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.
- f) The TMC must be able to generate the afterhours service reports and submit the as per arrangement and agreement with the Department
- g) Manager should be made available for afterhours where escalation is required.

12.2.7 Communication

- a) The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the Department of Tourism
- b) All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- c) The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

12.2.8 Financial Management

- a) The TMC must implement the rates negotiated by the Department of Tourism 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 Department of Tourism in a prescribed format for payment within the agreed time period.
- c) Enable savings on total annual travel expenditure and this must 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 Department of Tourism for all land arrangements
- e) Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC upon approval by the Department of Tourism designated official. These are occasionally required at short notice and even for same day bookings and therefore service provider must have capacity to deliver such service
- f) Consolidate Travel Supplier bill-back invoices.
- g) Department of Tourism has a travel lodge card in place, the TMC will be required to process the payment of air using the provided lodge card.
- h) The TMC is responsible for the consolidation of invoices and actual supporting documentation to be provided to Department's Travel Division on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation (invoices from accommodation establishments, car rental companies and shuttle companies) to the invoices reflected on the Service provider bill-back report or the credit card statement.
- i) Ensure Travel Supplier accounts are settled timeously.

12.2.9 Technology, Management Information and Reporting

- a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools indicating the information required by the Department.
- b) All management information and data input must be accurate.
- c) Reports must be accurate and be provided as per Department of Tourism's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation) and per supplier.
- d) The Department may request the TMC to provide additional management reports where required.
- e) Reports must be available in an electronic format for example Microsoft Excel.
- f) Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

12.2.10 Travel

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

12.2.11 Finance

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

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

12.2.13 Account Management

- a) An Account Management structure should be put in place to respond to the needs and requirements of the Department of Tourism and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b) The TMC must allocate a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Tourism's account.
- c) The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e) Ensure that the Department of Tourism's Travel Policy is enforced.
- f) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys will be conducted to measure the performance of the TMC.
- g) Ensure that workshops/training is provided to Travellers and/or Travel Bookers upon request by the Department of Tourism
- h) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

12.2.14 Value Added Services

The TMC must provide the following value added services:

- a) Destination information for regional and international destinations:
 - i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates

xii. Local Country Currency

- 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 pre-check-in support.

12.2.15 Cost Management

- a) The National Treasury cost containment initiative and the Department of Tourism's Travel Policy is establishing a basis for a cost savings culture.
- b) It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment 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 Department's 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.

12.2.16 Quarterly and Annual Travel Reviews

- a) Quarterly reviews are required to be presented by the Travel Management Company on all Department of Tourism travel activities as per agreed timelines. These reviews will be comprehensive and presented to Department Travel and Finance teams as part of the performance management reviews based on the service levels.
- b) Annual Reviews are also required to be presented to Department's Senior Management.
- c) These Travel Reviews will include without limitation the following information:
 - i. Transactions made on behalf of the Department
 - ii. Cost containment strategies
 - iii. Complaints and compliments
 - iv. Service delivery improvement plans
 - v. Challenges faced by the TMCs during the rendering of service
 - vi. Total Travel Spend
 - vii. Air, accommodation, shuttle and car hire spend analysis
 - viii. Top after hour users
 - ix. Savings report
 - x. Refunds report
 - xi. After hours report
 - xii. Advance booking analysis

12.2.17 Office Management

- a) The TMC to ensure high quality service to be delivered at all times to the Department of Tourism's travellers. The TMC is required to provide Department of Tourism with highly skilled and qualified human resources of the following roles but not limited to:
 - i. Senior Consultants
 - ii. Intermediate Consultants
 - iii. Junior Consultants
 - iv. Travel Manager / Key Accounts Manager (Operational)
 - v. Finance Manager / Branch Accountant
 - vi. Admin Back Office (Creditors / Debtors/Finance Processors)
 - vii. Strategic Account Manager (per hour)
 - viii. System Administrator (General Admin)

13 PRICING MODEL

Department of Tourism requires bidders to submit transactional fee schedule (Annexure A3) . Pricing will be subjected to the annual consumer pricing index (CPI).

13.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

- 13.1.1 The transaction fee must be a fixed amount per service for both domestic and international travel services. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- 13.1.2 The Bidder must further indicate the transactional fee split between Traditional booking and On-line bookings per travel service.
- 13.1.3 The Bidder must submit a break down of conferencing transactions fees with cost ranging from R 1 up to R3 000 000

13.2 Volume driven incentives

- 13.2.1 It is important for bidders to note the following when determining the pricing:
 - i. No override commissions earned through the Department of Tourism reservations will be paid to the TMCs;
 - ii. An open book policy will apply and any commissions earned through the Department of Tourism volumes will be reimbursed to the Department of Tourism
 - iii. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the Department of Tourism.

14 EVALUATION CRITERIA AND WEIGHTING

14.1 The following rating scale shall be applied:

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, and resources and quality measures required to provide the goods/services. The response identifies factors that offer potential added value, accompanied by supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resources, and quality measures required to provide the goods/services. The response identifies factors that offer potential added value, accompanied by supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resources, and quality measures required to provide the goods/services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations about the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods/services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with significant reservations . Considerable reservations about the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods/services, with little or no supporting evidence.	1

No	Criteria description	Documents to be submitted	Weight (100)
14.1.1	Methodology and approach to the project		
	Understanding the brief and scope of work: <ul style="list-style-type: none"> • A comprehensive proposal covers all areas of the services = 5 points • The proposal addressed the requirement above-average on the various areas of the services = 4 points • The proposal offers an overview and partially addresses various areas of the services, but it is ultimately not convincing = 3 points. • The proposal addressed minor various areas of the services, but it is ultimately not convincing - 2 point • Proposal is not likely to address the areas of the services, and or failure to demonstrate understanding of the scope and brief = 1 point 	<ol style="list-style-type: none"> 1. Organogram and CVs indicating staff who will execute the services. 2. Attach company profile and list of previous clients with contactable details. 3. Attach detailed project implementation plan aligned to the scope of work. 	30
14.1.2	Bidder's relevant experience and track record	Documents to be submitted	Weight
	The experience in rendering air travel, car hire, conferencing and accommodation services domestically (Evidence demonstrating the experience) <ul style="list-style-type: none"> • More than eight years and above experience in the industry = 5 points • More than six years but not exceeding eight years of experience in the industry = 4 points • More than four years but not exceeding six years of experience in the industry = 3 points 	Bidders to submit references letters from the client for similar project/s and company registration documents. Reference must state whether the travel services rendered were domestically (within current and or past 7 years) The following should be included in the service provider profile and reference	20

	<ul style="list-style-type: none"> • More than two years but not exceeding four years of experience in the industry = 2 points • Up to one two of experience in the industry = 1 point 	letters for similar jobs: a) Previous clients; b) Contract value; c) Duration consisting of the project's start and end dates; d) Type of services rendered to the clients; e) Client or project contact person: f) Client's contact number and email address.	
--	--	--	--

14.1.3	Bidder's relevant experience and track record	Documents to be submitted	Weight
	<p>The experience in rendering shuttle and transfer services, air travel, car hire and accommodation services internationally. (Evidence demonstrating the experience)</p> <ul style="list-style-type: none"> • More than four years and above experience in the industry = 5 points • More than three years but not exceeding four years of experience in the industry = 4 points • More than two years but not exceeding three years of experience in the industry = 3 points • More than one year but not exceeding two years of experience in the industry = 2 points • Up to one years of experience in the industry = 1 point 	<p>Bidders to submit references letters from the client for similar project/s and company registration documents. Reference must state whether the travel services rendered were internationally.</p> <p>The following should be included in the service provider profile and reference letters for similar jobs (within current and or past 7 years)</p> <p>a) Previous clients; b) Contract value; c) Duration consisting of the project's start and end dates; d) Type of services rendered to the clients; e) Client or project contact person: f) Client's contact number and email address.</p>	30
14.1.4	Bidder's number of current and past project/s	Documents to be submitted	Weight
	<p>Bidders should demonstrate number of projects completed successfully for both domestic and international in rendering air travel, car hire, conferencing and accommodation services domestically and in rendering shuttle and transfer services, air travel, car hire and accommodation services internationally. (Evidence demonstrating the projects)</p> <ul style="list-style-type: none"> • More than four projects and above in the industry = 5 points • More than three project but not exceeding four projects in the industry = 4 points • More than two project but not exceeding three projects in the industry = 3 points • More than one project but not exceeding two projects in the industry = 2 points • Up to one project in the industry = 1 point 	<p>Bidders to submit reference letters on number of past and current similar projects (within current and or past 7 years)</p> <p>The following should be included in the service provider profile and reference letters for similar projects:</p> <p>a) Previous and current clients; b) Duration consisting of the project's start and end dates; c) Type of services rendered to the clients domestic and international; d) Client or project contact person: e) Client's contact number and email address.</p>	20

15 TENDER EVALUATION PROCESS

The 80/20 preference point system will be used for this bid, following the PFMA and relevant laws and regulations that govern bidding processes within Supply Chain Management. This bid will be evaluated as follows:

15.1 First Stage: Mandatory bid requirements/conditions

Bids or tender proposals will first be evaluated for responsiveness and adherence to the mandatory bid conditions as stipulated in **Paragraph 10** above. The absence of required documents or the inability to verify submitted documents will result in the bid/tender proposal being rejected, disqualifying it from further evaluation.

15.2 Second Stage: Functionality

Bidders who comply with all mandatory requirements will then be evaluated and assessed on functionality in accordance with **Paragraph 14** above, where the bidder must obtain a minimum of **70 out of 100** points. If a bidder fails to achieve at least **70 points out of 100** as the threshold for functionality, that bidder will be eliminated and not considered for the next stage of calculating and allocating points for Price and Specific Goals.

15.3 Third Stage: Price and Preference Points (Specific Goals)

All bidders who achieve a minimum threshold of **70 points** in functionality will be evaluated under the **80/20** preferential point system. A maximum of **80 points** will be allocated for Price, and **20 points** for Specific goals (**Annexure B, C & D – returnable schedules**) will be used to allocate points based on the information submitted by bidders.

- i. Presentation and system demonstration may be requested to shortlisted bidders who met the minimum points on functionality criteria. This is will be done to verify the existence of the systems as presented in the proposal.
- ii. **Presentation and On-site Visit (Infrastructure) to bidders who have met the minimum of 70 points on functionality will look into, but not limited to the following: -**
 - Observation on how business is conducted
 - Reservations, bookings, issuing of confirmations
 - Invoicing
 - Reports
 - Availability of Call Centre
 - Availability of consultants and required systems
- iii. As part of due diligence, Department of Tourism may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Department of Tourism's sole discretion.

16. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

16.1 The bidder should note that the terms of its bid will be incorporated into the contract by reference and that the Department relies on the bidder's bid as a material representation when making an award to a successful bidder and in concluding a contract with the bidder.

16.2 It follows that misrepresentations in a bid will result in service termination and a claim by the Department against the bidder, regardless of the contract's conclusion between the Department and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the contract established between the parties, the agreement shall prevail.

17 PREPARATION COST

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

18 FRONTING, COLLUSION, FRAUD, BRIBERY, AND CORRUPTION.

All bidders are required to conduct themselves honestly, and any attempts by the bidder(s) to influence evaluation or award decisions in any way will result in the rejection and disqualification of the bidder's proposal. The Department maintains a zero-tolerance policy towards corruption and will strive to promote a culture of accountability and transparency. Internal and external stakeholders are encouraged to use the hotline at 0800 701 701 to report concerns or fraudulent activities. However, whistleblowers are discouraged from making false allegations with malicious intent.

19 SECURITY SCREENING, OATH OF SECRECY, AND VETTING

All personnel, management, and directors of the appointed service provider responsible for the site will undergo security vetting and must sign a declaration of secrecy. The Department reserves the right to take action or terminate the contract should there be adverse findings or outcomes from the vetting process and SAPS clearance.

NB: The Department reserves the right to appoint more than one (1) Travel Management Company.

20. SUBMISSION OF BIDS

Original bid/tender proposals must be submitted in a sealed envelope or suitable cover, with the name and address of the bidder, the bid number, and the closing date and time visible and marked “**APPOINTMENT OF SERVICE PROVIDERS TO RENDER TRAVEL SERVICES MANAGEMENT TO THE NATIONAL DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS.**” NDT0005/26

21. NON - COMPULSORY BID BRIEFING SESSION DATE AND TIME:

DATE : 22 JUNE 2026

TIME : 10H00

VIRTUAL: <https://teams.microsoft.com/meet/3381596586250?p=pygG3XdrXr95LR4Jmz>

Meeting ID: 338 159 658 625 0

Passcode: eV62jn94

22. BID CLOSING DATE, TIME & DELIVERY ADDRESS:

DATE : 01 JULY 2026

TIME : 11:00

VENUE : *Bid box situated on the ground floor at : 17 Trevenna Street, Tourism House, SUNNYSIDE, PRETORIA, 0002*

Bid Enquiries: Merriam Nthani ; tel. (012) 444 - 6230 or email: mthani@tourism.gov.za

Technical Enquiries: Omphemetse Sekgweleo; tel.(012)444-6773 or e-mail: osekgweleo@tourism.gov.za

23. BID / TENDER PROPOSAL OPENING

23.1 The Department shall publicly open and read aloud all bids received by the deadline, on the date, at the time, and in the location specified for the submission of bid or tender proposals, in the presence of any designated representatives of the bidders and anyone who chooses to attend. Only proposals that are opened and read aloud during the bid opening will be considered for further review and evaluation. All envelopes and proposals shall be opened one at a time, with the name of the prospective bidder and any other details deemed appropriate by the Department being read aloud. Bid proposals must be marked. The Department shall neither discuss the merits nor reject any bid. It shall prepare a record of the bid opening. Representatives of prospective bidders who are present shall be asked to sign the record. The absence of a prospective bidder's signature on the record shall not invalidate its contents and effect. A copy of the record shall be uploaded to the department website and made available to prospective service providers and the general public.

ANNEXURE A

AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____ on
(date): _____

RESOLVED that:

1. The Enterprise submits a Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the in respect of the following project:

Bid Number:

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity
as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: _____
(Dialing Code followed by number)

Fax number: _____
(Dialing Code followed by number)

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP (If Any)

ANNEXURE A
SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

held at:

_____ (place)
on _____ (date)

RESOLVED that:

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the Department of Tourism in respect of the following project:

Tender Number:

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as:

_____ (Position in the
Enterprise)

and who will sign as follows:

_____ be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:

(Postal Code)

Postal Address:

(Postal Code)

Telephone number:

(Dialing Code followed by number)

Fax number:

(Dialing Code followed by number)

Email Address :

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

ANNEXURE A JOINT VENTURES INVOLVEMENT DECLARATION

Project title:			
Bid no:			

DECLARATION RELATING TO A BID SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the project, of which I/we tender by Joint Venture, would be as follows :-

Party No. 1		
Name		
Address		
Percentage involvement	%	

Party No. 2		
Name		
Address		
Percentage involvement	%	

Party No. 3		
Name		
Address		
Percentage involvement	%	



Signed - Party No. 1

I/We (Full Name) _____

duly authorised in my capacity as _____

of (Enterprise name): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 2

I/We (Full Name) _____

duly authorised in my capacity as _____

of (Enterprise name): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 3

I/We (Full Name) _____

duly authorised in my capacity as _____

of (Enterprise name): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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



**SBD 6.1
 ANNEXURE F**

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Women ownership	06	
Black ownership	12	
SMMEs	02	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;



SBD 6.1
ANNEXURE F

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. 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"	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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

3. I hereby declare under Oath that:
 - 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,
 - The Enterprise is _____% Black Woman 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,
 - 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,
 - 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

ANNEXURE D

- 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)	

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director 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 (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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

3. I hereby declare under Oath that:
 - The Enterprise has _____% Black Beneficiaries 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,
 - The Enterprise has _____% Black Woman Beneficiaries 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,
 - The Enterprise has _____% Black Designated Group Beneficiaries 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,
 - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less

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

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

ANNEXURE D

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. 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”	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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

3. I hereby declare under Oath that:
 - 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,
 - The Enterprise is _____% Black Woman 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,
 - 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,

ANNEXURE D

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below 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)	

4. 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.

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Director 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 (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p style="padding-left: 40px;">i. Before 27 April 1994; or</p> <p>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

- I hereby declare under Oath that:
 - The Enterprise has _____% Black Beneficiaries 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,
 - The Enterprise has _____% Black Woman Beneficiaries 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,
 - The Enterprise has _____% Black Designated Group Beneficiaries 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,
 - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)

ANNEXURE D

- Please confirm on the table below the B-BBEE level contributor, by **ticking the applicable box**.

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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.

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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.