

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-26/27-0001: APPOINTMENT OF TRAVEL MANAGEMENT AGENTS TO RENDER FACILITATION OF TRAVEL AND ACCOMODATION SERVICES TO THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDOE) FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TOEXTEND FOR A FURTHER PERIOD AT THE DISCRETION OF ECDOE. ANY EXTENSION SHALL BE AT THE SOLE DISCRETION OF THE ECDOE AND FOR A PERIOD TO BE AGREED UPON BY BOTH PARTIES ON THE SAME TERMS AND CONDITIONS UNLESS PARTIES AGREE OTHERWISE.

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

N. Mahlaza
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. X.Ntaphane

Name of Bidder: _____

Closing Date: **03RD AUGUST 2026**

PART A INVITATION TO BID



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-26/27-0001	CLOSING DATE:	03 AUGUST 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF TRAVEL MANAGEMENT AGENTS TO RENDER FACILITATION OF TRAVEL AND ACCOMODATION SERVICES TO THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDOE) FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD AT THE DISCRETION OF ECDOE. ANY EXTENSION SHALL BE AT THE SOLE DISCRETION OF THE ECDOE AND FOR A PERIOD TO BE AGREED UPON BY BOTH PARTIES ON THE SAME TERMS AND CONDITIONS UNLESS PARTIES AGREE OTHERWISE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. X. NTAPHANE		CONTACT PERSON	MR. N. MATIKA	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4753	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	xolile.ntaphane@ecdoe.gov.za		E-MAIL ADDRESS	ntandazo.matika@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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					



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:..... Bid number: **SCMU6-26/27-0001**

Closing Time **11:00**

Closing date: **03 AUGUST 2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

04

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:.....	Bid number: SCMU6-26/27-0001
Closing Time 11:00	Closing date: 03 AUGUST 2026

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. ** (ALL APPLICABLE TAXES INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
- Required by:		
- At:		
- Brand and model		
- Country of origin		
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)		
- Period required for delivery		
- Delivery:			*Firm/not firm

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

06

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

08

SBD4

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.



contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT 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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY – EASTERN CAPE	5	-		-
WOMEN	2	-		-
PEOPLE LIVING WITH DISABILITY	1	-		-
YOUTH	1	-		-
MILITARY VETERANS	1			
TOTAL POINTS	10	-		-

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



HUMAN RESOURCE MANAGEMENT

Steve Vukile Tshwete Complex • Zone 6 • Zwelitsha • Eastern Cape Private Bag X0032 • Bisho • 5605 • REPUBLIC OF SOUTH AFRICA • Website: www.ecdoe.gov.za

TERMS OF REFERENCE

BID NUMBER:	SCMU6 – 26/27-0001
DESCRIPTION:	Appointment of Travel Management Agent/s to render facilitation of travel and accommodation services to the Eastern Cape Department of Education (ECDoE) for a period of three (3) years with an option to extend for a further period at the discretion of the ECDoE based on budget availability, performance of the supplier and the needs of ECDoE. Any extension shall be at the sole discretion of the ECDoE and for a period to be agreed upon by both parties on the same terms and conditions unless parties agree otherwise.
PUBLISH DATE:	03 rd July 2026
VALIDITY PERIOD:	120 Days from the closing date
CLOSING DATE:	3 August 2026
CLOSING TIME:	11h00
NON-COMPULSORY BRIEFING SESSION:	Date: 13 July 2026 Time: 11:00 am Address: Mandla Makhuphula at (EL Institute)
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha KING WILLIAM'S TOWN
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the ECDoE, Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery.



BIDDER'S NAME:

Contents

1. BACKGROUND 8
2. BID OBJECTIVES 9
3. DURATION 9
4. SCOPE OF WORK 9
4.1. Air Travel Services Required 9
4.2. Airport Parking 10
4.3. Vehicle Rental 10
4.4. Train and Bus/Shuttle Travel Service 10
4.5. Accommodation 10
4.6. Conferences/Workshops/any other venues and facilities as required by the ECDoE 11
4.7. Support Services such as Travel Office: 11
4.8. Other Services 12
4.9. Delivery Service 12
4.10. After-Hour Service 12
4.11. Management Reports 13
4.12. Departmental Travel and Accommodation policies and procedures 13
4.13. Quarterly Reviews 14
4.14. Service Level Agreement (SLA) 14
4.15. Workshops and Surveys 14
4.16. General Requirements 14
4.18. Tariff/Adjustments 14
4.19. Payment 15
Where feasible all payments shall be made within 30 days on receipt of the invoice in line with the Public Finance
4.19.2. Management Act (PFMA) and ECDoE's Financial Management Policies and Procedures 15
4.20. Human Resources 15
4.21. Normal Operating Hours 15
5. RESPONSIBILITIES 15
6. INVOICING 16

7. OPERATIONS	17
8. SUPPORTING/VALUE-ADDED SERVICES	18
9. ELIMINATION CRITERIA	18
10. SERVICE FEE STRUCTURE	19
11. EVALUATION OF THE BID.....	19
12. SUMMARY ON EVALUATION PROCESS.....	21
13. FUNCTIONALITY EVALUATION	22
14. PRICE AND PREFERENCE POINTS.....	24
15. CONTRACT PRICE ADJUSTMENTS.....	Error! Bookmark not defined.
Formula 26	
Formula component definitions	27
Cost components and proportions	27
Applicable indices / references	28
Base Index Date	29
End Index Date	29
Price Adjustment Periods	29
Additional CPA requirements	29
16. BID CONDITIONS.....	30
17. SPECIAL CONDITIONS	31
18. OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID	32
18.1. Contract Information	32
18.2. Unsatisfactory performance.....	32
19. FORMAT AND SUBMISSION OF BIDS.....	33
20. CONTRACT ADMINISTRATION.....	33
21. DEVIATION FROM THE BID FORMAT	33
22. ALL PROPOSALS SHOULD BE POSTED OR HAND DELIVERED TO:.....	33
23. CLOSING DATE AND TIME.....	34
24. BID ENQUIRIES AND CONTACT PERSON	34
25. REQUEST FOR FURTHER INFORMATION.....	34
27. ANNEXURES	36
27.1. Annexure A (pricing schedule).....	36
27.2. Annexure B (requirements for the technical proposal)	36

27.3. Annexure C (particulars of the bidders' organization	36
27.4. Appendixes / (Operating procedures)	36
27.5. Request for official travel and accommodation - Sample (Appendix A).....	36
27.6. Air Travel (Appendix B)	36
27.7. Vehicle Rental (Appendix C).....	36
27.8. Accommodation (Appendix D)	36
27.9. Train and Bus /Shuttle Services (Appendix E)	36
27.10. Procedure in relation to payment (Appendix F)	36
21. ANNEXURE 'A'	37
22. ANNEXURE 'B'	41
23. ANNEXURE 'C' PARTICULARS OF THE BIDDER'S ORGANISATION	44
24. APPENDIX A	52
25. APPENDIX B	54
26. APPENDIX C	56
27. APPENDIX D.....	61
28. APPENDIX E	63
29. APPENDIX F	65

TERMINOLOGY

Accommodation	means the booking of lodging facilities, while away from one's place of abode, but on authorised official duty, as per grading in terms of National Treasury Regulations, DPSA accommodation and travel rates, and ECDoE Travel Policy.
After-hours service	refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
Air travel	means travel by airline on authorised official business.
Authorising Official	means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.
Car Rental	means the rental of a vehicle for a short period of time by a Traveller for official purposes.
Domestic travel	means travel within the borders of the Republic of South Africa.
Emergency service	means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
International travel	refers to travel outside the borders of the Republic of South Africa.
Management Fee	<p>means as follows:</p> <p>in respect of accommodation - is the fixed negotiated fee payable to the Travel Management Agent (TMA) in respect for each individual booking multiplied by the number of nights booked.</p> <p>the management fee calculated per individual booking means as follows: if three officials are booked for three nights and the management fee is R100.00 then the total management fee shall be for example: R100.00 x 3 (number of people booked) x 3 (number of nights booked) = R900.00.</p> <p>in respect of vehicle hire, shuttle service, flight bookings, conference and workshop facilities – is the negotiated fee payable to the Travel Management Agent (TMA) in respect of each individual booking (refer to Annexure A below).</p> <p>the management fee does not cover any extra service fees outside the agreed structure such as Passports, Foreign exchange, traveller's cheques, excess baggage, flight meals.</p>

Quality Management System	means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management
Regional travel	means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
Service Level Agreement (SLA)	is a document that governs the contractual relationship between the TMA and ECDoE.
Shuttle Service	means the service offered to transfer a traveller from one point to another, for example from place of work to the airport.
Traveller	refers to: a Government official or learner travelling on behalf of Government and; a shortlisted candidate invited for an interview.
Travel Authorisation	is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.
Travel Booker	is the person coordinating travel reservations with the Travel Management Agent (TMA) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.
Travel Management Agent	refers to the Agent contracted to provide travel management services (Travel Agents).
Travel Voucher	means a document issued by the Travel Management Agent to confirm the reservation and/or payment of specific travel arrangements.
Value Added Services	are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
VAT	means Value Added Tax.
VIP or Executive Service	means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience and confidentiality.

ABBREVIATIONS

BAC	Bid adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
CPA	Contract Price Adjustment
CSD	Central Supplier Database
ECDoE	Eastern Cape Department of Education
GCC	The General Conditions of Contract
LED	Local Economic Development
SBD	Standard Bidding Document
TCBD	Transversal Contract Bidding Document
TOR	Terms of Reference
VAT	Value Added Tax
POPI	Protection of Personal Information Act 4 of 2013
PPR 2022	Preferential Procurement Regulation 2022
SMME	Small, Medium and Micro-enterprises
SCC	Special Conditions of Contract
SLA	Service Level Agreement

1. BACKGROUND

- 1.1. The Eastern Cape Department of Education herein after referred to as the “ECDoE” is mandated to provide quality education and learning in the Eastern Cape Province.
- 1.2. The ECDoE employees are required, from time to time, to perform their duties away from their normal place of work and therefore require the services of a reputable and experienced Travel Agent/s to co-ordinate their travel and accommodation arrangements.
- 1.3. The travel and accommodation arrangements are only for officials, educators and learners travelling for official purposes and in the interest of ECDoE.
- 1.4. ECDoE institutional Arrangement:
- 1.4.1. The ECDoE has Cluster A and B consisting of six (6) districts in each cluster and Head Office with various Programmes.

NO.	DISTRICT OFFICE	LOCATION	CLUSTERS
1)	Amathole East	Butterworth	Cluster B
2)	Amathole West	Fort Beaufort	Cluster B
3)	Buffalo City Metro	East London	Cluster B
4)	Sarah Baartman	Graff-Reinet	Cluster B
5)	Chris Hani East	Ngcobo	Cluster A
6)	Chris Hani West	Queenstown	Cluster B
7)	Joe Gqabi	Sterkspruit	Cluster A
8)	Nelson Mandela Bay	Port Elizabeth	Cluster B
9)	OR Tambo Inland	Mthatha	Cluster A
10)	OR Tambo Coastal	Port St Johns	Cluster A
11)	Alfred Nzo East	Mbizana	Cluster A
12)	Alfred Nzo West	Mt Frere	Cluster A
13)	MEC's and SG's offices	Zwelitsha	Head Office
14)	Programmes 1 to 7	Zwelitsha	Head Office

2. BID OBJECTIVES

- 2.1. The ECDoE seeks to enter into an agreement with competent TMA/s that are fully accredited members of International Air Transport Association (IATA) and Association of South African Travel Agents (ASATA) or any reputable travel agent accreditation institution/body with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements.
- 2.2. The ECDoE reserves a right to verify the validity of the accreditation with licensing or accreditation bodies submitted by the prospective bidders.
- 2.3. The ECDoE may enter into an agreement with more than one TMA/s which might be allocated as follows:
- 2.3.1. Member of the Executive Council's office (MEC) and the Head of Department (HOD);
 - 2.3.2. Cluster A and their Districts,
 - 2.3.3. Cluster B and their Districts,
 - 2.2.4. and Head Office Programmes.
- 2.3. In the event that the ECDoE awards this bid to more than one bidder or TMAs, the ECDoE reserves the right and use its prerogative to rotate the TMAs where it deems fit or terminate the services of the TMAs that do/does not perform as required.

3. DURATION

- 3.1. The successful bidder will be appointed for a period of five years (5) with an option to extend for a further period at the discretion of the ECDoE based on budget availability, performance of the supplier and the needs of ECDoE. Any extension shall be at the sole discretion of the ECDoE and for a period to be agreed upon by both parties on the same terms and conditions unless parties agree otherwise.
- 3.2. The appointed bidder/s/TMA/s may be requested to scale down services at any period of the contract based on mutual agreement between the ECDoE and the appointed TMA/s.

4. SCOPE OF WORK

4.1. Air Travel Services Required

- 4.1.1. Booking and amending air travel arrangements (Domestic, Regional and International).
- 4.1.2. Where feasible, negotiate discounts on standard tariffs for air travel with all airline companies available.
- 4.1.3. Where feasible, negotiating discounts on travel rands or credits, on accumulated expenditure for air travel with all available airline companies.

- 4.1.4. Issuing electronic tickets (e-ticketing) or electronic vouchers as introduced and implemented by various service providers.
- 4.1.5. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures, Provincial and National Treasury Instruction Notes and Regulations will be provided to the successful bidders on conclusion of the formal contract.
- 4.1.6. The airline which provides the most cost-effective pricing or the lowest logical fare routing must be proposed to ECDoE at all times.

4.2. Airport Parking

- 4.2.1. Booking and amendments of airport parking arrangements as and when requested.
- 4.2.2. Where feasible, negotiate discounts on standard tariffs with all available airport parking providers.

4.3. Vehicle Rental

- 4.3.1. Booking and amendments of car hire arrangements as and when requested.
- 4.3.2. Where feasible, negotiating discounts on standard tariffs or reduced tariffs for car rental with all available car hire companies.
- 4.3.3. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures will be provided to the successful bidders on conclusion of the formal contract.

4.4. Train and Bus/Shuttle Travel Service

- 4.3.4. Booking and amendments of shuttle arrangements as and when requested (domestic and international).
- 4.3.5. Where feasible, negotiate discounts on standard tariffs or reduced tariffs with all available shuttle providers.

4.5. Accommodation

- 4.5.1. Planning, booking and amendments of accommodation arrangements in line with the graded (Grade 3 to 5) hotels, private hotels, guest houses, lodges, boarding houses etc. as and when required.
- 4.5.2. Where feasible negotiating discounts on standard tariffs or reduced tariffs with all available accommodation providers. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures, National Treasury Instruction Notes and Regulations and ECDoE Travel Management Policy will be provided to the successful bidders on conclusion of the formal contract.

- 4.5.3. Confirming the suitability of accommodation facilities and ensuring that they meet the acceptable accommodation grading requirements.
- 4.5.4. All domestic accommodation bookings must not exceed the prescribed maximum allowable rates as prescribed by National Treasury Instruction 07 of 2022/2023 for Cost Containment related to travel and subsistence.
- 4.5.5. The TMA must comply with all requirements of the Instruction Note 1 of 2024/25 Revised Cost Containment Measures Annexure A and Instruction Note No. 2 OF 2025/26 redeeming of travel and accommodation vouchers for cash.

4.6. Conferences/Workshops/any other venues and facilities as required by the ECDoE

- 4.6.1. Booking and amendments of conference arrangements with hotels, guest houses, lodges, venues and facilities etc. as and when required.
- 4.6.2. Where feasible, negotiate discounts on standard tariffs or reduced tariffs with the relevant service providers which must be passed on to the ECDoE.
- 4.6.3. A minimum qualifying rating in respect of conferences/workshops/ ECDoE' s events in conjunction with existing austerity measures, Provincial and National Practice Notes or Regulations and ECDoE Travel Management Policy will be provided to the successful bidders on conclusion of the formal contract.

4.7. Support Services such as Travel Office:

- 4.7.1. Must have and maintain a fully-fledged and well-equipped office with adequate and experienced travel consultants.
- 4.7.2. The ECDoE reserves the right to conduct due diligence visit or compliance checks visits to confirm if the offices meet the set requirements.
- 4.7.3. Expenses for the specialized furniture, equipment, telephone/fax call expenses, salaries and any other running expenses will be for the cost of the successful bidder.
- 4.7.4. The establishment must be in line with the regulations stipulated by the International Air Transport Association (IATA) / Association of South African Travel Agents (ASATA) or any reputable TMA accreditation institution/body.

4.8. Other Services

- 4.8.1. The TMA/s must also assist, when required, with the arrangements of Visas, Passports, Foreign exchange, traveller's cheques, excess baggage, flight meals and any special assistance required etc for both ECDoE officials, learners and educators traveling abroad on official duties.
- 4.8.2. The TMA may be required from time to time to assist with local and international study tuition payments and facilitation of study permits.
- 4.8.3. The TMA may be requested to pay registration fees for trainee candidates where required.
- 4.8.4. The TMA may be required to assist with payment of tuition fees and various education and training services to independent education institutions that require pre-payments for their services.
- 4.8.5. Fees for such services (paragraph 4.8.2 – 4.8.3) will be costed and negotiated with the awarded TMA's as and when required.
- 4.8.6. The service provider may be requested to provide and supply any other related additional services deemed critical for the ECDoE to execute its mandate. Any additional work shall first be costed and agreed to in writing by the parties.

4.9. Delivery Service

- 4.9.1. All travel documentation (vouchers, itineraries etc.) must be timeously delivered to the relevant official or his or her nominee via email or any other means agreed upon inside or outside the country prior to departure.

4.10. After-Hour Service

- 4.10.1. The TMA must provide an after-hours service (24hour basis) that will ensure availability of a team equipped to deal with any aspect of ECDoE's travelers' plans that may need last minute attention or unexpected adjustments – ranging from new bookings, cancellations, alterations, etc.
- 4.10.2. The after-hour telephone number must always be accessible.
- 4.10.3. The after-hour facility should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended. This requirement must accommodate world time differences. When required by the ECDoE, the bidder must be able to perform all travel management and related services after hours.
- 4.10.4. The after-hours assistance staff must be able to send emails, and/or SMSs to communicate travel arrangements to the traveller and make external telephone calls to both domestic and international destinations.
- 4.10.5. This service may not be outsourced to another service provider.
- 4.10.6. Management of Complaints and Resolution of Queries & Escalations.

- 4.10.6.1. The bidder must have in place a clear established queries, escalations and complaints management process which includes acknowledgement within 2 hours, investigation and provision of a written report within three (3) business days indicating the root cause analysis of each incident and mitigation strategies to be implemented to prevent recurrence which must be sent to the ECDoE Travel Management Office.
- 4.10.6.2. The bidder must describe how the queries and complaints resolution process will be handled within 24 hours.
- 4.10.6.3. The bidder must provide feedback to the complainant and the ECDoE Travel Management Office Manager regarding progress in the resolution of the complaint, within the turnaround times specified by the ECDoE.
- 4.10.6.4. A detailed complaints and compliments register must be maintained by the bidder.

4.11. Management Reports

- 4.11.1. Management reports with a list of hotels, lodges, B&Bs/guest houses, car hire companies utilised per completed month, per directorate/district office must be submitted on monthly basis.
- 4.11.2. Each ECDoE district office/directorate must have their individual report/s.
- 4.11.3. An example of the management report format must be attached to the bid proposal.
- 4.11.4. The proposed management report will be refined (if necessary) and agreed upon with the successful bidder/s upon award.

4.12. Departmental Travel and Accommodation policies and procedures

- 4.12.1. The TMA must be well conversant with the Travel and Accommodation Regulations, policies of ECDoE, Austerity Measures, Provincial and National Treasury Regulations and Practice Notes and comply with all the provisions.
- 4.12.2. Within fourteen (14) days of being awarded the contract, the TMA shall ensure that its employees that are assigned to this contract are competent and knowledgeable in relevant government prescripts.
- 4.12.3. The TMA will ensure that the employees will be made available for training, arranged by ECDoE should it be necessary, on government prescripts governing cost containment measures or austerity measures, delegations, processes and procedures.
- 4.12.4. The ECDoE will share with the prospective TMA/s the financial delegations, SCM policy, Travel Management Policy, applicable austerity measures and any other document to ensure compliance with relevant regulations.

4.13. Quarterly Reviews

- 4.13.1. The TMA/s must ensure that travel suppliers provide the best service to the ECDoE.
- 4.13.2. The TMA/s must monitor the performance of its suppliers and provide the ECDoE with the highest quality standards.
- 4.13.3. Where the services provided by the third party are of poor standards or unsatisfactory, the TMA has an obligation to address such with immediate effect and provide the ECDoE within 48 hours with formal remedial action.

4.14. Service Level Agreement (SLA)

- 4.14.1. A Service Level Agreement pertaining to this contract will be concluded between the successful bidder/s and the ECDoE.
- 4.14.2. The SLA will reflect the requirements outlined in the bid specifications.

4.15. Workshops and Surveys

- 14.15.1. The TMA must convene workshops with relevant officials within the ECDoE when there are changes in their operations and systems.
- 14.15.2. When necessary the TMA shall conduct yearly surveys to get insights and feedback from users on experience and services received from third parties.

4.16. General Requirements

- 4.16.1. Travel Orders/Open Vouchers Reports.
- 4.16.2. The TMA must compile and submit a list of travel orders to each ECDoE office, that have not yet been invoiced and those that have been cancelled, if any, at intervals that may be agreed upon with the successful bidder/s.
- 4.16.3. The proposed travel orders/open vouchers report will be refined (if necessary) and agreed upon with the successful bidder.

4.18. Tariff/Adjustments

- 4.18.1. The TMA/s must, in writing, send notices to ECDoE of tariff adjustments by the travel suppliers as and when applicable.

4.19. Payment

- 4.19.1. Where feasible all payments shall be made within 30 days on receipt of the invoice in line with the Public Finance Management Act (PFMA) and ECDoE's Financial Management Policies and Procedures.

4.20. Human Resources

- 4.20.1. The TMA/s must ensure that an adequate number of qualified and experienced travel consultants as indicated in the evaluation criteria (taking into account ECDoE's travel and accommodation expenditure) are appointed to ensure effective and efficient provision of the travel services.
- 4.20.2. ECDoE reserves the right, after consultation with the TMA/s to ask for a replacement of a consultant should he/she not comply with ECDoE's corporate culture.
- 4.20.3. As stated in the elimination criteria the TMA must appoint an adequate number of account officials who shall efficiently and properly reconcile the ECDoE travel and accommodation account.
- 4.20.4. The TMA must nominate dedicated person(s) to process travel arrangements for the Member of the Executive Authority (MEC) of the Department and the Head of Department (HoD). Any changes in respect of the nominated person(s) must be communicated to the ECDoE in writing within five (5) working days.
- 4.20.5. Any request from either the MEC or HoD's office must be treated with extreme urgency and confidentiality and the nominated person(s) must sign a non-disclosure agreement in this regard.
- 4.20.6. The ECDoE must be provided with a copy(s) of such agreement(s) immediately when the nominated person(s) take office.

4.21. Normal Operating Hours

- 4.21.1. The TMA must provide the travel services from 08:00 to 16:30, Mondays to Fridays.
- 4.21.2. An after-hour and emergency services number must be established (24hour basis).
- 4.21.3. Where applicable bidders must indicate separately (separate from the prescribed price proposal) which other value-add support services are available and the cost thereof.

5. RESPONSIBILITIES

The ECDoE shall:

- 5.1. Provide the successful TMA/s with reasonable information relating to the travel and accommodation services required as well as ECDoE's internal policies and procedures regulating travel and accommodation services.

5.2. The officials in Directorates of the ECDoE who are responsible for arranging and facilitating travel and accommodation, will be responsible for the following:

- 5.2.1. Giving the TMA/s the necessary detail so that the required travel and/or accommodation requirements are understood. In this regard, the following will have been considered
 - 5.2.2. Official nature of the travel and requirements;
 - 5.2.3. Departure and arrival points/dates and any type of required travel;
 - 5.2.4. Departure and arrival dates and type of accommodation required in line with austerity measures and procedures of the ECDoE;
 - 5.2.5. Any other specific requirements relating to, for an example, passenger; class in aircraft to be provided, vehicle rental etc.
- 5.3. All these must be in line with the existing austerity measures, policies and procedures of the ECDoE.
- 5.4. Furnish the TMA with the request for official travel and accommodation approved by the delegated official as per the delegations of the ECDoE.
- 5.5. Furnish the TMA/s with specimen signatures of officials delegated to authorize travel and accommodation expenditure.
- 5.6. Perform account and invoice reconciliation and confirm accuracy before payment of effected.

The TMA/s shall in addition to the functions and responsibilities listed in clause 4 above:

- 5.7. Make travel bookings (domestic and international) in line with ECDoE's Travel and accommodation procedures, delegations or austerity measures that may be applicable at the time;
- 5.8. Suggest alternative options that can contribute towards achieving financial savings;
- 5.9. Timely deliver travel documentation (vouchers, etc.) to travelers after receipt of a Travel Request Form with an order number from an authorized ECDoE official;
- 5.10. After hours travel arrangements shall be treated differently.

6. INVOICING

The TMA/s shall:

- 6.1. Timely submit invoices for services rendered, so that payment can be processed by ECDoE;
- 6.2. Ensure that invoices are submitted within the 1st week of the following month.
- 6.3. Bear the cost of any service procured in instances where the TMA failed to adhere to ECDoE's processes and procedures.

6.4. In instances where officials request the TMA services for own personal use, the user will bear the cost not the ECDoE.

7. OPERATIONS

The TMA/s shall

- 7.1. Maintain confidentiality with regard to all ECDoE operations and all ECDoE travelers and only release travel related information to authorized ECDoE officials and upon award shall further be required to sign a non-disclosure agreement.
- 7.2. Adhere to the Protection of Personal Information Act (POPI) and promote the use of best practice in data protection and privacy management.
- 7.3. Supply names, addresses and telephone numbers of all branch offices, within and outside the Province.
- 7.4. Supply an after-hour telephone number which shall be accessible at all times.
- 7.5. Manage the internal disputes among its staff such that ECDoE is not affected by those disputes. When making bookings for travel and accommodation, preference must be given to the instruction of the officials who made the bookings in respect of dates, routes, preferred seating, preferred food i.e. vegetarian, halaal location, availability of parking facilities, distance from airports, public transport etc. for accommodation.
- 7.6. Alternative arrangements must be timely suggested if preferred seating, or accommodation arrangement is impossible or if it can be proven that with deviations to the original arrangements, financial savings can be realized.
- 7.7. Issue travel documentation upon receipt of an approved request for official travel and accommodation.
- 7.8. The onus is upon the TMA/s to ensure that all officials dedicated to the ECDoE travel accounts fully understand ECDoE travel and accommodation requirements including process and procedures relating to travel and accommodation.
- 7.9. The TMA/s must put in place measures to secure its machinery and equipment/furniture or any contents used by the TMA for their office.
- 7.10. The ECDoE will not be liable for any break-ins, losses and damage suffered by the TMA's and its personnel.

8. ONLINE TRAVEL SOLUTION OWNED AND/OR MANAGED BY BIDDER

8.1. Online Booking System The bidder must have an online booking system used for processing all travel reservations e.g. Global Distribution System (GDS), showing its full functionality including but not limited to:

- Booking
- Cancellation
- Example of invoice
- Example of available reporting

9. SUPPORTING/VALUE-ADDED SERVICES

9.1. Bid proposals must indicate, separately, which supporting services and value-add services are available and the cost thereof.

9.2. This must be attached to the bid proposal.

9.3. Discounts for any service included in the bid must be reflected separately. TMA/s must distinguish between standard discounts, special discounts and cumulative discounts, if any, all these must be reflected in a separate page and the conditions applicable thereto must be specified.

9. ELIMINATION CRITERIA

PRE-QUALIFICATION REQUIREMENTS – ADMINISTRATIVE COMPLIANCE

9.1. Sign and fully complete the SBD1, SBD 6,1, (will lead to non-allocation of specific goals) and SBD4.

9.2. Submit a current and valid proof of registration with IATA, ASATA from the accreditation institution/body (current date must be clearly indicated on the proof of registration with accreditation number). The ECDoE reserves the right to verify this information with the accreditor should it be discovered that the bidder has misrepresented the information the bidder shall be disqualified.

9.3. Submit a three (3) months bank statement/ credit facility from a registered bank showing a positive balance of not less than R50 million rands.

9.4. Bidders who are exempted by law from compiling audited financial statements must produce an authentic financial report that will provide insight into the company's financial performance, financial position assessment detailing assets, liabilities, equity, profitability and revenue growth over the period indicated in paragraph 9.4 above.

9.5. Fully complete the prescribed pricing schedule Annexure "A";

9.6. NB: Failure to comply with all the above-mentioned requirements shall result in the bid being disqualified.

10. SERVICE FEE STRUCTURE

10.1. The TMA/s must submit a detailed service fee structure which must be strictly done in line with Annexure "A".

10.2. All service charges must be inclusive of VAT;

10.3. The service charges shall be firm in the first year of the contract and any request for increases in subsequent years must be submitted to the ECDoE with supporting documents or proof for approval by the ECDoE and the ECDoE reserves a right to approve or not approve such requests. Any price increase shall be subject to Consumer Price Index (CPI).

11. EVALUATION OF THE BID

11.1. The bid proposals shall be evaluated in accordance with the 90/10 principle in three (3) phases:

11.1.1. Compliance/eligibility, or Administrative Compliance

11.1.2. Technical/Functionality,

11.1.3. Pricing and specific goals

Phase 1: Administrative evaluation

11.1.4. A paper-based administrative evaluation will be carried out on all bids received and if any of the bidders do not fulfil the applicable requirements indicated above such a bidder will be eliminated from any further evaluation.

11.1.5. During this phase, bid responses will be reviewed for purposes of assessing compliance. with terms of reference requirements including the general bid conditions and requirements, supporting documents for consortium, joint venture, sub-contracting etc.

11.1.7. Bidders must ensure that special conditions of the contract are met and where required evidence must be submitted together with the proposal. Failure to meet the special conditions of the contract will lead to disqualification of the bidder.

Phase 2: Technical /Functionality evaluation

11.1.8. A paper-based functionality evaluation will be carried out on all shortlisted bids from phase one (1).

Bidders who score less than 80 points out of 100 for functionality will be regarded as non-responsive bids and will be disqualified from this phase.

11.1.9. Bidders who meet the minimum functionality score of 80 (paper based Technical/functionality evaluation) will be shortlisted.

11.1.10. Bidders who do not demonstrate the required experience and expertise in their bid submission will not be allocated points in the relevant criterion;

The bidder must show the following attributes in their expertise & proven experience:

- For experience: This entails indicating the number and naming of projects undertaken by the company (client base); over and above the reference letters provided by the respective clients.
- For expertise: This entails the qualifications, technical expertise and years experience of the individuals' which will be the assigned team members in the areas cited. (Noting that personal experience is gained at your company and previous companies worked for (CVs should show this).
- For status: The bidder shall be a company with proven experience, expertise and proven track record. The information provided for each client must include: five (5) references letters indicating the following; client name, contact details, description of the project, and the budget.

Phase 3: Pricing and Specific Goals

11.1.11. The applicable preference point system for this bid is the 90/10 preference point system in terms of Preferential Procurement Regulation 2022.

11.1.12. Points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for price and specific goals as determined in the ECDoE SCM Policy.

11.1.13. Failure on the part of a bidder to submit proof or documentation required for claiming points will result to non - allocation of points.

Site Inspection

11.1.14. All qualified bidders shall be subject to a mandatory site inspection. The site inspection shall be a form of verification of documents, infrastructure, equipment, processes and systems as demonstrated in the bid documents submitted by the bidder to ECDoE.

11.1.15 Any falsification of information or documentation will result in disqualification of the bidder. The outcome of the validation process may affect the scores.

11.1.16. The bidder must have a fully – fledged office and operational in the Eastern Cape.

12. SUMMARY ON EVALUATION PROCESS

- 12.1. All proposals submitted and that meet the requirements as per the bid conditions will be evaluated on the basis of their responsiveness to the scope of work, according to the Evaluation Criteria.
- 12.2. In respect of the functionality evaluation the bulk of points are in respect of the experience and capability of the individual team members and the proposals will only be evaluated if detailed CVs of the proposed project members are provided.
- 12.3. Failure to include sufficient information to enable adjudicators to allocate requisite points will result in the bidder not earning such points.
- 12.4. In terms of Regulation 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and Preferential Procurement Regulation 22, responsive bidders will be adjudicated by the state on 90/10 preference point system, Ninety (90) points will be allocated for price and Ten (10) points for specific goals.
- 12.5. The responsive bids will be evaluated in three stages. stage one (1) is administrative evaluation, and stage two (2) functionality, and stage three (3) pricing and preference points.
- 12.6. All bids duly submitted will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements / conditions, will be eliminated from further adjudication.
- 12.7. Bids which have met all the compliance requirements will be evaluated according to the adjudication criteria as described herein. Only bids which score more than 80 points in total for functionality will be considered for further adjudication and award.

13. FUNCTIONALITY EVALUATION

Bidders who score at least below the minimum of 80 points will not proceed to the presentation stage and will be disqualified.

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
A.	Experience and expertise in providing similar services. Please provide a minimum of five (5) reputable, contactable references where similar services were delivered. The reference letter must state the duration of contract, the estimated value and the performance of the Travel Agent throughout the duration of the contract. The ECDoE reserves the right to contact the referee to verify the authenticity of the information submitted. The reference letter must indicate the number of per institution, which must not be less than 5 years of relevant experience.			
	Points will be allocated as follows:	Points		
	5 and above contactable references	30		A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference, or if the reference letter does not meet the five (5) requirements as described in column two(2)A above, the bidder will not be allocated points in this category.
	3 contactable references	20		
	2 contactable references	10		
	Less than 2 contactable references	0		

B.	<p>Technical Proposal must be dealt with in line with Annexure “B” and must address and cover all the elements stated in this annexure</p> <p>i.e. The system/s and equipment used for travel bookings</p> <p>Levels of experience of staff members i.e. Account Manager, Branch Manager, Service Consultants;</p> <p>Travel and accommodation services including after hour service etc</p>			Where applicable provide proof to back-up claims made in the technical proposal.
Points will be allocated as follows:		Points		
Technical proposal covering all elements outlined in Annexure “B” with supporting evidence where required and must demonstrate adequate capacity to execute the project/manage the ECDoE account, including value add services and possible discounts.		30		
Technical proposal not covering all elements outlined in Annexure “B” and without supporting evidence and does not demonstrate adequate capacity to execute the project/manage the ECDoE account, including value add services and possible discounts.		0		
C	<p>Staff members CV’s</p> <ul style="list-style-type: none"> • Demonstrating capacity to execute the work • Ability to deal with emergency contingency planning • Provide profiles/ CVs of human resources to be allocated to this project with relevant experience. <p>You are required to provide certified copies of qualification of staff members and proof of registration with relevant regulatory institutions where applicable.</p>	30		
Points will be allocated as follows:		Points		

	Five (5) Account Managers with a minimum of five (5) years relevant experience and proof of qualifications which must be certified copies, Eight (8) Service Consultants with a minimum of five (5) years relevant experience with certified proof of qualifications.	30		Proof of qualification(s), registration and contactable references must be provided; a reference will be discarded if the referee gives a negative reference.
	Three (3) Account Managers with four (4) years relevant experience and proof of qualifications which must be certified copies, Four (4) Service Consultants with three (3) years relevant experience with certified proof of qualifications.	20		
	Two (2) Account Managers with three (3) years relevant experience and proof of qualifications which must be certified copies, Three (3) Service Consultants with two (2) years relevant experience with certified proof of qualifications.	10		
	Less than two (2) Account Manager with less than three (3) years relevant experience and proof of qualifications which must be certified copies, Less than Three (3) Service Consultants with less than two (2) years relevant experience with certified proof of qualifications.	0		
	Points will be allocated as follows:		Points	
D	Proof of an operating office in the Eastern Cape evidence for the office must be in the form of a physical address, lease agreement or ownership including relevant equipment to prove the functionality of the office.	10		physical address, lease agreement or ownership including relevant equipment to prove the functionality of the office must be provided for bidders to acquire full points. The ECDoE also reserves the right to conduct in - loco inspection to verify the information submitted by the bidders.
	Office outside the Eastern Cape Province or failure to provide proof or evidence as indicated above.	0		
TOTAL POINTS			100	

14. PRICE AND PREFERENCE POINTS

14.1. Bids will be evaluated in terms of 90/10 preference point system where 90 points will be used for *price only* and 10 points for ECDoE specific goals. (Refer to attached SBD 6.1 form).

14.2.A maximum of 90 points is allocated for price on the following basis:

90/10

$$Ps = 90(1 - \frac{Pt - Pmin}{Pmin})$$

Where

Pmin

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

Points Awarded for Specific Goals

14.3.A maximum of 10 points will be awarded to a bidder for the specific goals of people who were historically disadvantaged by unfair discrimination on the basis of being Locality, Women, Living with disability, Youth and Military Veterans.

Note to Bidders:

14.4. The bidder must indicate how they claim points for each preference point system.

14.5. Allocation of points will be prorated as per percentage of ownership of each goal

14.6. The ECDoE will verify the ownership percentage using CSD report, should there be discrepancies CSD report takes precedence.

14.7. Specific goals for the tender and points claimed are indicated per the table below

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (90/10 system) (To be completed by the bidder)	Percentage ownership (%) per specific goals
Locality - Eastern Cape	5	ECDoE will utilise CSD Report to validate points claimed		
Women	2	ECDoE will utilise CSD Report to validate points claimed		
People living with Disability	1	Submit any of the documents below: <ul style="list-style-type: none"> • Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPDPSA); OR • Medical Certificate 		
Youth	1	ECDoE will utilise CSD Report to validate points claimed		
Military Veterans	1	ECDoE will utilise CSD Report to validate points claimed		
TOTAL POINTS		10		

15. Formula

15.1. Prices submitted for this bid will be regarded as firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

15.2. Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

15.3. The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$$Pa = (1 - V)Pt(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o}) + VPt$$

Pa	=	The new adjusted price to be calculated
----	---	---

V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price.
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

16. Formula component definitions

Adjustable Amount

16.1.1. The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

Fixed portion

16.1.2. The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

Cost components and proportions

16.1.3. The cost components of the contract price usually constitute the cost of direct labour, cost of transport and those other costs which are inclined to change.

- 16.1.4. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.
- 16.1.5. Bidders are requested to submit the cost breakdown of the bid price for each item with their bid.
- 16.1.6. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

Cost Component	Percentage
D1 – Labour	
D2 – Transport	
D3 – Housing and utilities	
D4 – Insurance	
D5 – Other	
TOTAL (Cost components must add up to 100%)	100

Applicable indices / references

- 16.1.7. The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1 – Labour	STATS SA P0141 (CPI), Or Labour agreement	Table E - All Items Or Labour agreement to be provided
D2 – Transport	STATS SA P0141 (CPI) Or	Table E - Transport – Other Running Cost Or Table L2
D3 – Housing and utilities	STATS SA (CPI)	Table E – Housing and Utilities (Overall)
D4 – Insurance	STATS SA (CPI)	Table E – Insurance
D5 – Other	Specify	Documentary evidence to accompany claim during the adjustment period

Base Index Date

16.1.8. The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is November 2023.

End Index Date

16.1.9. The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

Price Adjustment Periods

16.1.10. Prices for this bid will be firm for the first year and will upon application, with supporting documentation, be adjusted for subsequent years.

Additional CPA requirements

16.1.11. Unless prior approval has been obtained from ECDoE, no adjustment in contract prices will be made by the contracted service provider or a consortium of service providers.

16.1.12. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

16.1.13. CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

16.1.14. An electronic price adjustment calculator will be available on request from ECDoE during the CPA period.

16.1.15. The ECDoE reserves the right to negotiate a price adjustment or not grant any price adjustment.

16. BID CONDITIONS

- 16.1. Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partially completed bids shall be disqualified;
- 16.2. ECDoE reserves the right to award the bid to more than one TMA;
- 16.3. ECDoE reserves the right to award the bid in whole or partially;
- 16.4. The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Panel;
- 16.5. Thorough reference checks will be conducted. Bidders will be disqualified if found to have misrepresented information in their bid proposals;
- 16.6. Planned Joint Ventures related to this project shall only be considered to be valid if there is proof of agreement signed by all parties involved. In case of the joint venture each party must submit the following:
- 16.7. Original or certified copies of their entities' audited financial statements.
- 16.8. Bids must be delivered by the stipulated time to the correct address and **late bids will not be accepted for consideration.**
- 16.9. All bids must be submitted on the official forms provided not to be re-typed or online.
- 16.10. Bidders must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes).
- 16.11. Bidders must ensure compliance with their tax obligations;
- 16.12. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become ECDoE's property unless otherwise stated by the bidder/s at the time of submission.
- 16.17. The bid proposal must be packaged as per guidelines provided in the specifications under the heading '**FORMAT AND SUBMISSION OF BIDS**' , failure to adhere to this requirement will render the bid submission non-responsive.
- 16.18. ECDoE reserves the right not to award this bid;

17. SPECIAL CONDITIONS

A bid not complying with the minimum requirements stated hereunder will be regarded as not being an “Acceptable bid” and as such will be rejected:

- 17.1. If any pages have been removed from the bid document or have not been submitted;
- 17.2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document;
- 17.3. Bidders are requested to submit one (1) original and two (2) copies of their proposals, indexed and separated for ease of reference.
- 17.4. The bid has not been properly signed by a party having the authority to do so;
- 17.5. A duly signed and dated original copy of the company's relevant resolution granting, signing and authority of their members or board of directors must be submitted;
- 17.6. Bid offer will be rejected if a bidder or any of the directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State;
- 17.7. Failure to attach a copy of a valid signed Joint Venture /Consortium agreement (If applicable) to the bid document;
- 17.11. The ECDoE may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 17.12. This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document;
- 17.13. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 17.14. The ECDoE reserves the right to negotiate the price with the preferred bidders prior to the award and with the successful bidder(s) post award.
- 17.15. The ECDoE reserves the right not to appoint a service provider and will not be held responsible for the reimbursement of the expenses incurred by bidders during the preparation of their bid.
- 17.16. The ECDoE reserves the right to negotiate the price with the preferred bidders prior to the award and with the successful bidder(s) post award.

- 17.17. Bids received at the address indicated in the bid documents after the closing date and time, will not be accepted for consideration.
- 17.18. The ECDoE reserves the right to change the Terms of Reference prior to the closing of a bid. It is the responsibility of the bidders to visit the ECDoE website and e-portal for the updates.
- 17.19. In the event that an incorrect price adjustment is made during the calculation of the contract price adjustment, the ECDoE reserves the right to adjust the price in accordance with the correct price calculation. Recovery of any under or over payment as a result of the application of an incorrect price adjustment will be dealt with by the service provider and the relevant end user.
- 17.20. Any price adjustment which is regarded as non-firm and subject to rand exchange fluctuations must be declared in the relevant SBD forms for ECDoE's consideration. ECDoE reserves the right to accept or reject non-firm prices for the first year of the contract.

18. OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID

18.1. Contract Information

- 18.1.1. The awarded bidders are expected to be in possession of the bid document and be well versed with it at all times as this is a binding document.

18.2. Unsatisfactory performance

- 18.2.1. Due to the importance attached by the ECDoE to this bid, successful bidders will be expected to observe the bid conditions contained in this specification as well as the time frames relating to the deliverables;
- 18.2.2. Bidders are therefore requested to take note of all the clauses of this bid specification;
- 18.2.3. The Validity period for the tender after closure will be 120 days.
- 18.2.4. The ECDoE reserves the right to terminate the contract with immediate effect, should the appointed service provider(s) perform unsatisfactorily and fail to remedy such poor or non-performance within seven (7) days of receipt of a written request to do so;
- 18.2.5. This excludes cases that can be mutually agreed upon to be beyond reasonable control of the supplier and could be viewed as a supervening impossibility to perform.

19. FORMAT AND SUBMISSION OF BIDS

19.1. Bidders must submit their bids in the following manner:

19.1.1 Functionality proposal should be submitted in a separate envelope clearly marked "TECHNICAL PROPOSAL";

19.1.2 The price proposal should be submitted in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL"

Failure to comply with the submission requirements will result in disqualification of the bidder,

20. CONTRACT ADMINISTRATION

20.1. Successful bidders must advise the Supply Chain Management Unit (Contract Management) immediately when unforeseeable circumstances will adversely affect the execution of the contract;

20.2. Full particulars of such circumstances as well as the period of delay must be furnished;

20.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit - Contract Management.

21. DEVIATION FROM THE BID FORMAT

Any deviation from the prescribed bid format will invalidate the bid.

22. ALL PROPOSALS SHOULD BE POSTED OR HAND DELIVERED TO:

The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwelitsha
KING WILLIAM'S TOWN

Submissions can be delivered into the tender box between 08h00 and 16h30 Monday to Friday prior the closing date of 3rd August 2026

Submissions should be in a sealed envelope marked with the name of the PROPOSAL NUMBER SCMU6-2025/26

23. CLOSING DATE AND TIME

The closing date is 3rd August 2026 at 11h00. No late submission will be accepted.

24. BID ENQUIRIES AND CONTACT PERSON

No telephonic or any other form of communication relating to this proposal will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE PROPOSAL.

25. REQUEST FOR FURTHER INFORMATION

All Enquiries regarding the bid document and information may be directed to the following officials:

Technical Enquiries:

Mr N Matika

Tel: 040 608

Fax: 040

Email address: ntandazo.matika@ecdoe.gov.za

Bid Enquiries:

Mr X Ntaphane

Tel 040 608 4524 / 079 693 6148

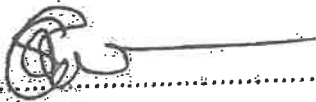
Fax: 040 608 4663

Email address: xolile.ntaphane@ecdoe.gov.za

49

RECOMMENDED / NOT RECOMMENDED

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



Chairperson:
Bid Spec Committee

13/05/26
Date



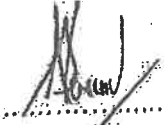
Member: Departmental Bid Spec Committee

24/05/13
Date



Member: Departmental Bid Spec Committee

13/5/2026
Date



Member: Departmental Bid Spec Committee

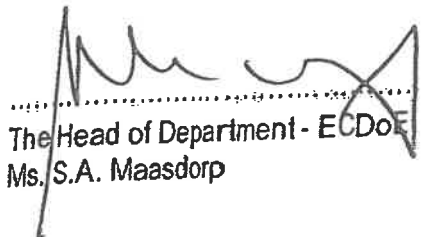
13/05/26
Date

Member Departmental Bid Spec Committee

Date

APPROVED/NOT APPROVED

Ensure that proper processes are followed


The Head of Department - ECDOE
Ms. S.A. Maasdorp

2026/05/27
Date

27. ANNEXURES

- 27.1. Annexure A (pricing schedule)
- 27.2. Annexure B (requirements for the technical proposal)
- 27.3. Annexure C (particulars of the bidders' organization)
- 27.4. Appendixes / (Operating procedures)
- 27.5. Request for official travel and accommodation - Sample (Appendix A)
- 27.6. Air Travel (Appendix B)
- 27.7. Vehicle Rental (Appendix C)
- 27.8. Accommodation (Appendix D)
- 27.9. Train and Bus /Shuttle Services (Appendix E)
- 27.10. Procedure in relation to payment (Appendix F)

21. ANNEXURE 'A'

It is compulsory that the bidder completes this pricing schedule failure to do so will invalidate the bidders' proposal.

Air Travel Pricing Schedule

TRANSACTION TYPE	TRANSACTION	TRANSACTION FEE (UNIT PRICE; INCLUDING, VAT)
Domestic	Issue	
	Re-issue	
	Cancellation	
	Refund	
Regional	Issue	
	Re-issue	
	Cancellation	
	Refund	
International	Issue	
	Re-issue	
	Cancellation	
	Refund	

Car Hire Pricing Schedule in percentage

TRANSACTION TYPE	TRANSACTION	THE FEE IS A PERCENTAGE OF THE TOTAL VALUE OF THE TRANSACTION
Domestic	Booking	
	Changes	
	Cancellation	
	Refund	
Regional	Booking	
	Changes	
	Cancellation	
	Refund	
International	Booking	
	Changes	
	Cancellation	
	Refund	
Shuttle service		

Hotel Accommodation Pricing Schedule

TRANSACTION TYPE	TRANSACTION	TRANSACTION FEE (UNIT PRICE, INCLUDING VAT)
Domestic	Booking	
	Changes	
	Cancellation	
	Refund	
Regional	Booking	
	Changes	
	Cancellation	
	Refund	
International	Booking	
	Changes	
	Cancellation	
	Refund	

LUNCH PACKS PRICING SCHEDULE

TRANSACTION TYPE	TRANSACTION FEE (UNIT PRICE, INCLUDING VAT)
Per lunch pack	

Conferencing and Venue Hire Pricing Schedule

TRANSACTION TYPE	TRANSACTION	PERCENTAGE MANAGEMENT FEE in % OF THE TOAL VALUE OF THE COST FOR THE FACILITY (inclusive of vat)
Conferencing	Booking	

Conferencing	Changes	
	Cancellation	
	Refund	

NB: Bidders must indicate separately (separate from the prescribed price proposal) which other value-add support services are available and the cost thereof.

22. ANNEXURE 'B'

It is compulsory that the bidder completes this template failure to do so will invalidate the bidders' proposal.

ASPECT	COMMENT	BIDDER'S RESPONSE
TECHNICAL PROPOSAL		
How will ECDoE benefit by entering into the contract with you? Brief response required		
TRAVEL OFFICES		
ASPECT	COMMENT	BIDDER'S RESPONSE
Equipment	What equipment will be provided by the Travel Agency to ensure effective and efficient operation of the in-house travel office? (A list must be attached).	
Travel Consultants	How many travel consultants and other staff members will be deployed to ECDoE's in-house travel office? Indicate their levels as well. Attach CVs	
Account Manager/s and Branch Manager	Attach the CV of Account Manager/s and Branch Manager.	
Staff for invoicing and Reconciliation	How many staff member will be allocated to deal with ECDoE account on the invoicing and reconciliation? Indicate their levels as well. Attach a sample of the invoicing and reconciliation format.	
Responsibilities	Does the bidder concur with the responsibilities for both parties outlined in the specifications? If not, indicate the reasons.	
After-Hours Service	Give details of the After-Hours Service that will be provided.	
TRAVEL AND ACCOMMODATION SERVICES		
ASPECT	COMMENT	BIDDER'S RESPONSE
Database for accommodation	Attach the database for accommodation at domestic and international level to the bid proposal, where possible include ratings. Confirm if the accommodation on your database has been validated to meet the required standards.	
ASPECT	COMMENT	BIDDER'S RESPONSE
Payment for services and tracking	What are the arrangements in place? Demonstrate briefly how your booking system work and tracking of invoices.	
Passports and Visas	Is the Travel Agency able to arrange for visas and passports? If yes, indicate the arrangements in place.	
Foreign Exchange	What are the arrangements in place for this facility?	

Other Supporting Services	What other supporting services that the Travel Agency can provide in relation to international travel?	
MANAGEMENT OF ACCOUNT		
ASPECT	COMMENT	BIDDER'S RESPONSE
Control Measures	<p>What are the control measures in place to prevent financial/security irregularities?</p> <p>How will the Travel Agency ensure compliance to the ECDoE's Travel Procedures/Delegations/?</p> <p>How will the Travel Agency ensure that there is no duplicate invoicing and ensure that their supplier invoice them once?</p> <p>What control measures are in place and workable to prevent duplicate invoices and invoices for same services received twice by the Travel Agency.</p>	
Reconciliation of Account	Propose how the account will be reconciled to ensure proper financial control (timely and accurate invoicing, user-friendly and easy to understand monthly statements, (mini statements and provide work in progress etc.)	
Separate Accounts for Head Office, District Offices and Cluster	How do you intend to ensure that invoices are sorted accordingly and sent to the correct offices (Head Office and District Offices) and that an overall statement is sent to ECDoE Head Office?	
Invoices	Indicate frequency of invoice with relevant supporting documents delivery to ECDoE Head Office and District Offices, method and the cost thereof.	
Update on Latest Developments	Does the Travel Agent commit to sending the written and timely updates to ECDoE, on the latest developments in the travel industry?	
Discounts	Distinguish between standard discounts, special discounts and cumulative discounts all these must be reflected separately. Reflect in your proposal how they will be managed.	
REPRESENTIVITY		
ASPECT	COMMENT	BIDDER'S RESPONSE
Local Offices	Does the Travel Agency have a fully fledged branch in the Eastern with which bookings/amendments/cancellations can be made outside South Africa? Attach a list of branch offices.	
National foot-print	Does the Travel Agency have other branch offices throughout the country with which	

	bookings/amendments/cancellations can be made outside South Africa? Attach a list.	
Support Services	What other support services are being offered in this regard?	
ORGANISATIONAL CREDENTIALS		
ASPECT	COMMENT	BIDDER'S RESPONSE
IATA/ASATA Registration Numbers	List the registration numbers for IATA and ASATA, or any accreditation institution/body. NB: Registration proof must be attached to the bid proposal.	
Company's Service Standards	Supply details of the service standards that the Travel Agency adheres to.	
Penalties	How does the Travel Agency propose penalties with regard to non-compliance to be implemented?	
Corporate Agreements	Indicate benefits and shortcomings of corporate agreements and, if entered into, how best these can be utilised and managed.	
Recommendations	Supply recommendations on the service provision standardisation ensuring adherence to ECDoE Travel arrangements and proactive management of the Services Agreement/Contract and Operating Service Level Agreement to ensure maximum benefits.	
Bidders are required to provide elaborative responses in their technical proposals including evidence where required in order to score points on functionality.		

23. ANNEXTURE 'C' PARTICULARS OF THE BIDDER'S ORGANISATION

It is compulsory that the bidder completes this template failure do so will invalidate the bidders' proposal.

GENERAL

This section will provide details regarding the prospective bidders' organization and must be filled in with **black ink**. (Where the organization is a joint venture, the details of the individual members are to be stated clearly.) No form of correction fluid (e.g. Tippex) may be used in this document. Corrections must be done by drawing a neat line through the incorrect statement and writing the correct information above the incorrect information. The prospective bidder must endorse each correction with his/her signature next to the correction.

Note: Where applicable, please indicate the applicable answer by placing an **X** in the relevant range.

FULL REGISTERED NAME OF THE ORGANIZATION

If the prospective bidders are an existing or an intended joint venture (JV), full details of the joint venture are to be provided separately as indicated in 8.11 above.

58

TYPE OF COMPAY

--

POSTAL ADDRESS

--

PHYSICAL ADDRESS

--

CONTACT DETAILS

TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

59

NAME OF CONTACT PERSON

--

LEGAL ENTITY OF THE ORGANISATION

Please indicate whichever entity would be applicable to your organization

Joint Venture	Sole Proprietor	Partnership	Close Corporation	Private Company	Public Company	Other (Describe)

YEAR OF ESTABLISHMENT

--

COMPANY REGISTRATION DETAILS/NUMBERS

--

60

--

Certified copies of the founding statements of companies must be submitted. In case of a joint venture that is formed for the execution of the proposed contract, all entities to the joint venture shall submit their respective company/close corporation details/numbers.

VAT REGISTRATION NUMBER OF THE COMPANY

--

An original company's current tax clearance certificate or a pin must be attached to the bid proposal.

BANK DETAILS

Name of the Bank	Branch	Account Number

61

BANK RATING/REPORT

Certified Copy/Copies of bank rating/report(s) must be attached to the bid proposal.

PERSONNEL

Employment Level	Disability	Women Equity	HDI
Senior Management Level			
Middle Management Level			
Administrative Level			
Other			
Are Contract/Temporary Workers employed (as and when required)	Yes (X)	Indicate Number:	No (X)

CURRENT AND PAST CONTRACTS (CLIENT BASE)

A list of current and past contracts which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. **Failure to complete the table BELOW in full shall invalidate the bid.**

62

Indicate all the current and past contracts in the table below and **ONLY** those relevant to the Travel services required in the bid specifications. It is only the relevant experience that shall be considered for bid evaluation purposes.

Name of client/organization where contract is being executed/was executed	Contract period (indicate start and end dates), e.g. 1 April 2025 to March 2026	Nature of travel services currently providing/provided	Contact persons and telephone numbers of your client	Transactions processed per year	Scope of Work (Domestic or International) or both

NB: ECDoE shall verify the contents of this list directly with the bidders' clients during reference check. Bidders are required to complete this table in full as it shall be the **ONLY ONE** used to evaluate bidders experience and capability (in terms of travel transactions processed per year).

EQUITY STATUS

Provide details of any joint ventures between your entity and any HDI Enterprise for the execution of this bid.

% of HDI Black Owned	Name of Joint Venture	Rand Value

****Black Enterprise:** A sole proprietorship, partnership, company, close corporation or entity which is registered in terms of SA legislation and which is at least 51% owned and controlled by black people. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.

CONTRACTS IN OTHER COUNTRIES

If the prospective bidder renders a travel service by means of a contract outside South Africa, please provide details as requested below:

Name of Country	Service

FINANCIAL/CLAIMS HISTORY

Has the organization of parent company or former company with the same principals ever been liquidated: Yes/No

YES <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>

LITIGATION AND/OR JUDGEMENT HISTORY – PROVIDE DETAILS FOR THE PAST FIVE YEARS

Nature of Claim	When did the claim arise	Who are the parties involved in the dispute?	How was the dispute involved?	Did the incident result in any financial problems?

65



24. APPENDIX A

OFFICIAL REQUEST FOR TRAVEL AND ACCOMMODATION

To be completed by the requesting official of ECDoE

TITLE	INITIALS AND SURNAME (of the official travelling)	DIRECTORATE	INDICATE DISTRICT OR OFFICE REQUEST	CLUSTER, OR HEAD
VOYAGER NO (if applicable):		BA EXEC. CLUB NO (if applicable):		
ECDoE official	YES NO	PERSAL NUMBER:		

PURPOSE OF THE JOURNEY:

.....
.....

PLACE(S) TO BE VISITED:-

.....

RESPONSIBILITY :	OBJECTIVE
BUDGET AVAILABLE	
BAS REPORT ATTACHED CONFIRMING THE AVAILABILITY OF FUNDING	

CAR RENTAL: (VEHICLE WITHOUT DRIVER) CAR GROUP: REF NO.

PICK-UP /DELIVERY DATE:-..... DROP-OFF DATE:-

PICK-UP/ DELIVERY TIME:- DROP-OFF TIME:-.....

PICK UP ADDRESS:-..... DROP-OFF ADDRESS:-.....

Official who is a driver must insist on pre and post trip inspection of the rental vehicle signed by both parties when collected and returned. Ignoring this instruction will lead to possible liability of the official for any

25. APPENDIX B

1. PROCEDURES RELATING TO AIR TRAVEL

IDENTIFY REQUIREMENTS

- 1.1. A member of ECDoE identifies a need to travel by a commercial airline company from point A to B. The requirement is submitted on an OFFICIAL REQUEST FOR TRAVEL to the relevant authority to obtain approval to travel through a commercial airline company.

2. AUTHORISE REQUEST

- 2.1. The authority appointed to approve the request for traveling, reviews the request and approves it if in order.

3. PRELIMINARY BOOKINGS

- 3.1. If approved to travel, the member will contact the travel agency and make preliminary booking.

4. GOVERNMENT ORDER

- 4.1 An approved official request for travel will be handed over to the travel agent. It is to be noted that, if a combined preliminary booking has been made for a group of officials, each official must be reflected on the request.

5. ISSUANCE OF THE TICKET

- 5.1 Only when the approved request to travel is received, will the travel agent confirm the preliminary booking by issuing the air ticket to the relevant official.

6. PROVIDE AIR TICKET

- 6.1 The travel agent will provide the air ticket to the relevant official at the Department of her nominee or at the point of delivery or collection. E-tickets must be confirmed via email or SMS immediately.

7. CHANGES TO AIR TRAVEL ARRANGEMENTS

- 7.1 In case of changes to the original travel arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements on condition that such changes are confirmed in writing. In this case the following actions will be taken:

- 7.1.1 **Cancellation of travel:** The air ticket is to be returned to by the official who made the booking to the travel agent who will cancel the booking. If payment has been made and an invoice has already been submitted to DoE, a credit note will be processed. In the event of a cancellation fee being levied, the travel agent will invoice DoE accordingly.

7.1.2 **Changes to travel:** The official who made the booking is to approach the travel agent timeously and have the original booking canceled.

8. WEIGHING – IN AT AIRPORT

8.1 Travelers are to ensure that they timeously weigh-in at airports to prevent cancellation of the bookings or additional costs relating to changes in bookings.

9. CHANGES IN THE BOOKING DURING WEIGHING-IN

9.1 Only in exceptional cases may travelers change the original bookings. In these cases the travelers will be obliged to pay any additional costs and refer any claims for reimbursement to the department.

10. EXCESS LUGGAGE

10.1 Official excess luggage is to be dealt with as follows (private excess luggage remains the responsibility of the official concerned)

10.2. Prior Knowledge: The travel agent, depending on the volume and cost of the excess luggage involved, the agent will make arrangements for such luggage and invoice with the air ticket.

10.3. Weighing – in at Airport: The traveler will be obliged to pay the cost for any excess luggage identified during the weighing-in at airports and submit any claim for reimbursement to the department.

11. LOUNGES AT AIRPORTS

3.1 Use of dedicated lounges at airports may only be used by travelers if it is at no additional cost to the department or it included in the relevant air ticket. In the event of a specific and special requirements relating to domestic and international travel, the department is to make special arrangements with travel agent.

26. APPENDIX C

PROCEDURES RELATING TO VEHICLE RENTAL

1. IDENTIFY REQUIREMENTS

- 1.1. A member of ECDoE identifies a need to use a vehicle during an official visit away from his place of work.

2. REQUEST FOR RENTED VEHICLE

- 2.1. The requirement is submitted on an OFFICIAL REQUEST FOR TRAVEL to the relevant authority to obtain approval to rent a vehicle for use during the intendant official trip. Ensure correct group of are booked as per the prescripts of the department. Official to ensure that pre and post inspections are done with the driver by a representative of the rental company.

3. AUTHORISE REQUEST

- 3.1. The authority appointed to approve the request for rented vehicles, reviews the request and approves it if in order.

4. PRELIMINARY BOOKINGS

- 4.1. If approved, the official will contact the travel agency and make preliminary bookings. The travel agent will in all instances book vehicles in the cheapest group, unless instructed otherwise in writing.

5. METHOD OF PAYMENT

- 5.1. The department will make payment of the vehicle rentals directly to the travel agent after receipt of an invoice and the copy of the relevant approved request.

6. DELIVERY OF A VOUCHER FOR THE RENTAL

6.1. The travel agent will deliver the voucher for the rental of the vehicle to the relevant official or his or her nominee or at the point of delivery or collection.

7. COLLECTION OF TICKET

7.1. It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and the official who made the booking, may vouchers be collected from the travel agent or from the car rental company.

8. SIGNING RENTAL AGREEMENT

8.1. At the destination the member approaches the relevant car rental company or meets with the representative of the car rental company delivering the vehicle and hands in the voucher for rental. The members will correctly complete and sign the rental agreement on behalf of the department. In respect of the following aspects on rental agreement:

- Collision damage waivers
- Personal accident insurance
- Theft waivers

9. CHANGES TO AIR TRAVEL ARRANGEMENTS

9.1. In case of changes to the original vehicle rental arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements on condition that such changes are confirmed in writing. In this case the following actions will be taken:

9.2. **Cancellation of vehicle rental:** The voucher is to be returned to by the official who made the booking to the travel agent who will cancel the booking. If payment has been made and an invoice has already been submitted to DoE, a credit note will be processed. In the event of a cancellation fee being levied, the travel agent will invoice DoE accordingly.

9.3. **Changes to vehicle rental:** The official who made the booking is to approach the travel agent timeously and have the original booking cancelled.

10. REPLACEMENT OF LOST VOUCHER FOR RENTAL

10.1 The travel agent will issue a new voucher for rental and forward it to the official.

11. NON-ACCEPTANCE OF RENTED VEHICLES

11.1. In the event of vehicles not being accepted as booked and the car rental companies not timeously being advised of any cancellation or change to the booking, such non-acceptance of rented vehicles is to be reported to the ECDoE.

12. RECEIPT OF RENTED VEHICLES

12.1. Before taking receipt of the vehicle, the official is to ensure that the vehicle is in good order, condition, properly filled with fuel, oil and water, and that the mileage on the odometer corresponds with the mileage entered on the rental agreement. An irregularity or deviation is to be referred to the car rental company before departure or within the reasonable period, e.g. within 30 minutes, if departure is not eminent.

13. USE OF RENTED VEHICLES

13.1 While the vehicle is in possession of the official, the official will use the vehicle primarily for the official purposes that it was rented for. Furthermore, the official will use the vehicle carefully and take all reasonable precautions to protect the vehicle from theft and damage. If unattended, the official will ensure that doors, windows are locked, any alarm device or immobilizer is operating and the keys of the vehicle are in the possession or control of the official.

12. RETURN OF RENTED VEHICLES

12.1 When returning the vehicle, the official is to ensure that the vehicle is in good order and condition. The mileage on the odometer is to be noted and an estimate made of the quality of

petrol required to refill the tank. In case of damages to the vehicle and/or damages to or theft of certain items of the vehicle, the exact nature of the damages and /or theft is to be noted.

13. VEHICLE COLLISION/ACCIDENTS/THEFT REPORT

- 13.1 In a case of any collision, accident or theft of the rented vehicles, or damages to or theft of items from the rented vehicle, the official will immediately report the occurrence to the car rental company and complete all the required documentation. If this is not possible, the official will supply the car rental company with all relevant documents, statements or particulars concerning the occurrence as it had been reported to the police or traffic authorities.

14. COMPLETION OF RENTAL AGREEMENT ON RETURN OF THE VEHICLE

- 14.1 The official must endorse on the member's copy of the rental agreement the mileage noted from the odometer, the estimated quantity of petrol used and nature of any damages and/or theft for reconciliation with the invoice received later.

15. PROOF OF USE OF RENTED VEHICLE

- 15.1 After returning, the official is to hand the copy of the rental agreement to the relevant official in the ECDoE and certify on the relevant invoice that the vehicle had been used.

16. THE ECDoE ACCIDENT /THEFT REPORT

- 16.1 In case of any collision, accident or theft of the rented vehicle, or damages to or theft of items from the rented vehicle, the official will complete the required accident report. All relevant documents, statements or particulars concerning the occurrence must accompany the accident or theft report and be handed in to the tasking authority for further action.

17. INSURANCE CLAIMS IN RESPECT OF VEHICLE COLLISION / ACCIDENT / THEFT OR CLAIMS IN RESPECT OF TRAFFIC OFFENCES

- 17.1 In case of any claims concerning collision, accident, theft of the rented vehicles, damages to or theft of items from the rented vehicles or traffic offences, the travel agent will submit invoices or summonses containing such relevant information as received from the car rental company. The Department will generate a purchase order that includes duty fees for the travel agent's payment to the car hiring company.

18. CLAIMS AGAINST THE STATE

- 18.1 The ECDoE will consider invoices received relating to the claims in respect of vehicle collisions, accidents, damages or theft, as claims against the State. Such claims will be considered to establish whether:
- 18.1.1. The driver was legally entitled to use the vehicle
 - 18.1.2. The driver was the cause of the collision, accident, damages or theft, and any third parties were the cause of the collisions, accidents, damages or theft so that it could determine whether the State should pay the claims itself or have the individual or third party liable for such claims.

27. APPENDIX D

PROCEDURE RELATING TO ARRANGEMENT OF ACCOMMODATION

1. IDENTITY REQUIREMENTS

- 1.1. An official of the ECDoE identifies a need to be accommodated during an official visit away from his office.

2. REQUEST FOR ACCOMMODATION

- 2.1. The ECDoE official submits his or her request for accommodation for the intended visit to the relevant authority for approval. The travel agent must negotiate the best possible rates with hotels/lodges/guest houses for ECDoE guided by the ECDoE's prescripts.

3. PRELIMINARY BOOKINGS

- 3.1. If approval is granted, ECDoE officials will contact the travel agent and make preliminary bookings.

4. METHOD OF PAYMENT

- 4.1. The travel agent will pay the accommodation (only dinner, bed and breakfast, except if any special arrangements have been made) and then claim back from ECDoE by invoice with a copy of the relevant information and the order number.

5. AUTHORISE ISSUING OF VOUCHER FOR ACCOMMODATION

- 5.1. The travel agent will receive written confirmation of accepting the preliminary booking, whereby the issuing of the voucher is authorized by the ECDoE.

6. DELIVERY OF VOUCHER FOR ACCOMMODATION

- 6.1. The travel agent will deliver / email the voucher for accommodation to the relevant official of ECDoE, his or her nominee or at the point of delivery or collection.

7. COLLECTION OF VOUCHER FOR ACCOMMODATION

- 7.1. It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and the official who made the booking, may vouchers for accommodation be collected from the travel agent.

8. CHANGES TO ACCOMMODATION ARRANGEMENTS

- 8.1.1. If changes occur to the original accommodation arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements, with the proviso such changes are confirmed in writing. The following action must be taken for the indicated cases:
- 8.1.2. Cancellation of accommodation: The voucher for accommodation is to be returned by the official who made the booking to the travel agent who will cancel the booking.
- 8.1.3. Changes to accommodation arrangement: The official who made the booking is to approach the travel agent timeously and have the original booking changes.

9. REPLACEMENT OF LOST VOUCHER FOR ACCOMMODATION

- 9.1. The travel agent will issue a new voucher for accommodation and forward to the relevant official at ECDoE.

10. ARRIVAL AT ACCOMMODATION

- 10.1. At the reception, the official will hand in the voucher for accommodation, sign the required documents and take possession of the room keys. In a case of a combined booking, all officials will individually sign the required documents and take possession of their room keys.

11. NON-UTILIZATION OF ACCOMMODATION

- 11.1. In the event of the accommodation not being used as booked and travel agent and hotel not having been timeously advised of any cancellation or changes to the booking, such non-utilization of accommodation is to be reported to the ECDoE.

28. APPENDIX E

PROCEDURES RELATING TO LOCAL AND INTERNATIONAL TRAIN AND BUS TRAVEL/SHUTTLE SERVICES

1. IDENTITY REQUIREMENTS

- 1.1 An official of ECDoE identifies a need to travel by train or bus from point A to B. The requirement or request is submitted to the relevant authority in the Department to obtain approval to travel by train or bus. The travel agent negotiates best possible rate with the bus/train companies.
- 1.2 The travel agent will provide the ECDoE with travel rates for buses and trains and communication in writing rate changes/adjustments.
- 1.3 The authority appointed to approve the request, reviews the request and approves it if it is in order.

2. PRELIMINARY BOOKINGS

- 2.1 If approved to travel, the official will contact the travel agent and make preliminary bookings.

3. METHOD OF PAYMENT TO THE TRAVEL AGENT

- 3.1 The ECDoE will effect payment of the train or bus travel to the travel agent upon receipt of an invoice/s copy of the approved request and the order.

4. CHANGES TO THE VEHICLE TRAVEL

- 6.1. If changes occur to the original train or bus arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements, with the proviso such changes are confirmed in writing. The following action must be taken for the indicated cases:
- 6.2. Cancellation of travel: The travel ticket is to be returned by the official who made the booking to the travel agent who will cancel the booking. If an invoice had already been issued submitted to ECDoE, a credit note will be processed.

- 6.3. Changes to travel arrangement: The official who made the booking is to approach the travel agent timeously and have the original booking changes. Return the relevant ticket and have the original booking canceled. The travel agent will provide the official with the new ticket.

29. APPENDIX F

PROCEDURES RELATING TO PAYMENT

1. SUBMISSION OF INVOICES

- ✓ The TMA will submit the invoice and statements as soon as possible after the service has been delivered. The invoices are to contain the following minimum basic information and additional specific information relating to the indicated services provided:

(a) Basic information

- ✓ Invoice number, date and order number
- ✓ Travel agent's name, address, office of issue and consultant's name.
- ✓ The official who required the service or attached name list of group.

(b) Air Travel Information

- ✓ Date of travel.
- ✓ Air ticket number.
- ✓ The airline company's name and routes travelled.
- ✓ Passenger's name or name list of group.

(c) Vehicle rental information

- ✓ Date and period of vehicle rental.
- ✓ Car rental company's name.
- ✓ Driver's name or name list of group.
- ✓ Number of days rented and kilometers travelled.
- ✓ Daily tariff.

(d) Train / Bus Travel

- ✓ Date of travel.
- ✓ Train / Bus ticket number.
- ✓ Railway / bus company's name and route travelled.
- ✓ Passenger's name or name list of the group.

(e) Supporting services

- ✓ Date of service provided
- ✓ Service provider (invoices of hotel, dinner slips, breakfast slips. Parking slips and laundry slips must be attached.
- ✓ ECDoE member concerned

2. CERTIFICATION OF INVOICES

2.1. Upon receipt of invoices, the ECDoE will do the following:

(a) Basic check:

Ensure that invoice compares with the relevant approved documentation.

(b) Air travel:

- ✓ Ensure that the officials concerned certify on the invoices and good received voucher confirming that the air tickets were supplied and that the travels had occurred as scheduled.

(c) Vehicle rental

- ✓ Ensure that the information on the invoices relates to the requested services and that services were rendered satisfactorily.
- ✓ Ensure that the officials concerned certify on the invoices that the vehicles were rented and that the information on the invoices is correct.

(d) Train/Bus Travel:

- ✓ Ensure that the relevant official certifies on the invoices that the travels had been undertaken and that the information on the invoices is correct.

(e) Supporting services:

- ✓ Ensure that the relevant official certifies on the goods received voucher that the services were provided satisfactorily and that the information on the invoices is correct.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

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