



BID DOCUMENT

PT1415/08: APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE PRESIDENCY FOR A PERIOD OF THREE YEARS.

BID NUMBER: PT1415/08

CLOSING: FRIDAY, 12 December 2014

TIME: 11:00

VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: COMPULSORY

DATE: FRIDAY, 05 December 2014

TIME: 10:00

VENUE: The Presidency (535 Johannes
Ramokhoase Str, Arcadia),
Ground floor Boardroom, Pretoria

NB: All documents should be completed with black ink.

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Specification

Section 3: Briefing Certificate

Section 4: General Conditions,

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRESIDENCY

BID NUMBER: PT1415/08

CLOSING DATE: 12 December 2014

CLOSING TIME: 11:00

DESCRIPTION: TO RENDER A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE PRESIDENCY FOR A PERIOD OF THREE YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: The Presidency, 535 Johannes Ramokhoase Street, Arcadia, and Pretoria 0001 OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Presidency
535 Johannes Ramokhoase Street
Arcadia
Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....
A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: The Presidency

Contact Person: Ms Lindiwe Mmela

Tel: 012 300 5950

E-mail address: tenders@presidency.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Lebogang Marumule

Tel: 012 300 5930

E-mail address: tenders@presidency.gov.za



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no: 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Particulars of tender (If applicable)

Tender number

Estimated Tender amount **R** ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO:
CLOSING TIME 11:00	CLOSING DATE: 12 December 2014

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
(Ms. Lindiwe Mmela the Presidency, 535 Johannes Ramokhoase Street, Arcadia)

Tel: 012 300 5950

Or for technical information

Mr. Lebogang Marumule

Tel: 012 300 5930

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:
 ADDRESS:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
EMPOWERMENT OF THE WORK FORCE BY STANDARDISING THE LEVEL OF SKILL AND KNOWLEDGE OF WORKERS**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. Regulation 17 (3) (i) of the Preferential Procurement Regulations makes provision for the promotion of empowerment of the work force by standardising the level of skill and knowledge of workers within the preference point systems.

SPECIFIC GOAL	POINTS ALLOCATED
The empowerment of the work force by standardising the level of skill and knowledge of workers.	.....

2. **BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information indicated in paragraph 4 below.

3. **POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

4. **INFORMATION WITH REGARD TO STANDARDISATION OF THE SKILLS OF THE WORK FORCE**

Indicate the measures used to standardize the level of skill and knowledge of workers in your company and the % of the wage bill that is used for this purpose.

Life Skills (personal hygiene, preparation of balanced meals, HIV/AIDS programmes, etc.)	.....% of Wage Bill used
ABET (basic literacy - reading, writing)	.....% of Wage Bill used
Functional (on the job) training	.....% of Wage Bill used
Other (specify)	.....% of Wage Bill used
Total	.....% of Wage Bill used

Points will be awarded based on the following sliding scale.

TOTAL % OF WAGE BILL SPENT	MAXIMUM POINTS ALLOCATED	POINTS CLAIMED
1% - 1.5%		
1.6% - 2%		
More than 2%		

5. **BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on standardization of the skills of the workforce, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

DEVELOPMENT OF HUMAN RESOURCES, INCLUDING ASSISTING IN TERTIARY AND OTHER ADVANCED TRAINING PROGRAMMES IN LINE WITH KEY INDICATORS SUCH AS PERCENTAGE OF WAGE BILL SPENT ON EDUCATION AND TRAINING AND IMPROVEMENT OF MANAGEMENT SKILLS

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17 (3) (j) of the Preferential Procurement Regulations makes provision for the promotion of active involvement in the development of human resources, including assisting in tertiary and other advanced training programmes in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills

SPECIFIC GOAL

POINTS ALLOCATED

The development of human resources, including assisting in tertiary and other advanced training programmes in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills

.....

2. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 4 below.

3. POINTS CLAIMED

Indicate whether point(s) for this goal is (are) claimed

Yes / No

4. INFORMATION WITH REGARD TO HUMAN RESOURCE DEVELOPMENT

4.1 Indicate whether your company develops it's human resources by inter alia, assisting in tertiary and other advanced training programmes. Specify programmes and number of persons currently involved as well as envisaged benefit for these persons.

4.2 Points will be awarded based on the following sliding scale.

% of wage bill spent on development	Points allocated	Points Claimed
0 - 4.99%		
5% - 7.99%		
8% +		

.....

.....

.....

.....

.....

NOTE: Training courses shall address all related issues, utilizing human resources for the improvement of management and other skills, advice on functional tools and methods to be used to transfer these skills.

5. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on human resource development, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The signatory to bid document is duly authorised.
- (iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

SECTION 2

TERMS OF REFERENCE

TO RENDER A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE PRESIDENCY FOR A PERIOD OF THREE YEARS

INTRODUCTION

The Presidency requires a comprehensive travel management service for all The Presidency officials and approved non-officials, for business purposes. The service may be rendered by one or more Travel Agencies. The Travel Agency must ensure that the most cost effective and practical means of travel and accommodation is used at all times. These services are limited to the following:

- ✓ Air travel
- ✓ Accommodation
- ✓ Parking Facilities at Airports
- ✓ Foreign Currency
- ✓ Venues & Facilities for conferences and workshops
- ✓ Transportation of sessional employees vehicles and household goods through Spoornet

SCOPE

- The appointed Travel Agency/Contractor will be expected to enter into a Service Level Agreement with The Presidency to ensure confidentiality and effective business relations for both parties (The Presidency) and the Travel Agency/Contractor
- The agreement will also be utilised to evaluate the service level performance of The Travel Agency/Contractor and allow continued engagement in improving and providing the level of service expected and delivered to our clients
- The appointed Travel Agency/Contractor will be required to assist transport officers, secretaries and all authorised travellers with all travel arrangements in the most cost effective travel and accommodation requirements for The Presidency officials and approved non-officials.
- The Presidency reserves the right to appoint more than one Travel Agency/ Contractor
- The Presidency reserves the right not to accept the Travel Agency/Contractor with the highest discount offered
- The Travel Agency/Contractor is expected to provide all costing and indicate whether management fees or transactions fee will be utilised in this contract

KEY DELIVERABLES

- Provision of a world class travel management service for The Presidency which includes domestic and international travel
- The following service requirements must be aligned with The Presidency's departmental Policies and delegations of Authority:
 - Air Travel (domestic and International)
 - Accommodation (Domestic and International)
 - Parking Facilities at Airports
 - Foreign currency
 - Venues and Facilities for conferences and workshops
 - Transportation of sessional employees vehicles and household goods through Spoornet
- The booking of these services must be available in Cape Town, Durban and Pretoria
- The personnel from the Travel Agency/Contractor must be available on a 24 hour basis, to accommodate unexpected changes to and short notice travel plans
- The Travel Agency/Contractor must negotiate discounts on standard tariffs for all required services with all available Service Providers on behalf of The Presidency
- The Travel Agency/Contractor is expected to negotiate the use of loyalty programs on behalf of The Presidency and officials of The Presidency
- To monitor, manage and report on the travel rands/credit due to the Department

SUPPORT SERVICE DELIVERABLES

- Local branch offices or agencies must be available where domestic and international requirements can be planned and booked and amended. These must be available in Pretoria, Cape Town and Durban.
- All travel information must be timeously confirmed with the traveller or his/her nominee via e-mail/sms as mutually decided in the Service Level Agreement of the Contract
- All applicable travel documentation must be timeously delivered to the traveller or his/her nominee at the point of delivery as mutually decided in the Service Level Agreement of the Contract
- The Travel Agency/Contractor must allocate sufficient staff to manage this contract and must be able to provide the following services:
 - Consultants
 - Administrative Personnel
 - Creditors Control
 - Management Personnel
- The personnel from the Travel Agency/Contractor must be available for 24- hour basis to accommodate changes to travel plans
- The Travel Agency/Contractor must conduct workshops to induct all staff in The Presidency regarding the Service Level Agreement of the Contract and the new agency (This should be the responsibility of the Travel Desk (SCM) and not of the Travel Agency/Contractor)

- During these workshops the relations and functioning of the Head Office and other offices must be structured and conform to the approved policies and procedure of The Presidency (Responsibility of the Travel Desk –SCM)
- The Travel Agency/Contractor must also assist wherever possible with the arrangement of Visa, Passports, Foreign Exchange, Travellers Cheques, Excess Baggage, Meals, Bus Fares and special assistance, etc.

OPERATING PROCEDURE

- The Travel Agency/Contractor will be responsible for allocating the most economical means of travel and accommodation and for all other required services that forms part this Terms of Reference
- The operating procedures will form the basis on which the Travel Agency/Contractor must provide the service required and how payment will be done
- The procedures may be subjected to minor adjustments to ensure smooth liaison between The Presidency and the appointed Travel Agency/Contractor , but only after mutual consent and written agreement

RESPONSIBILITIES

Transport Officer/Secretary/Other

The Official responsible for arranging travel must:

Provide The Travel Agency/Contractor with the necessary detail so that the requirements are understood. In this regard the following must be considered:

- Official nature and requirements of the traveling arrangements
- Departure and arrival dates, points and type of travel required
- Any other specific requirements relating to, for example passenger class in the aircraft to be provided, assistance, special meals, visa, ect.
 - ✓ Provide The Travel Agency with an Officials fully authorised document to enable the travel agent to issue the required travel documents
 - ✓ Confirm that the requested service was rendered satisfactory

Travel Agency/Contractor

The Travel Agency must consider the following when making reservations for travel, preference must be given to the instructions of the authorised traveller in respect of:

- Dates, routes, passenger class, preferred sitting, special requests/assistance and with due consideration to the most cost effective arrangements for travel
- Requests must be processed immediately and upon receipt to ensure availability of the service. Failure to do so will result in The Travel Agency/Contractor carrying additional costs

- Alternative arrangements must be timeously suggested if confirming seating arrangements is impossible or if it can be proven that with deviations to original arrangements, financial savings can be realised.
- ✓ Advance travel arrangements and bill of price must be submitted before finalisation especially for cases where a variety of travelling routes and services are to be provided
- ✓ Issue travel documentation, foreign exchange, etc. prior to travel. Timeous delivery of all documentation to the traveller or nominated person or point of delivery/collection
- ✓ The timeous submission of proof that the requested services have been rendered and/or used, so that payment can be arranged by The Presidency. Such proof will include matching invoices to the request submitted. Copies of the original travel documentation must be made in line with the number of invoices to be generated by the specific request. If invoices are not submitted with the relevant approved requisition form, no payment will be made by The Presidency.
- ✓ The timeous submission of the required management reports. Analysis of the reports, check and evaluate trends and report to the Director: Supply Chain Management on expenditure and travel spends and trends in The Presidency on a quarterly basis
- ✓ Names, Addresses, Telephone, cell phone, fax numbers and e-mail addresses of all branch offices and agencies, inside and outside South Africa, must be made available in electronic format to The Presidency. This must include the names and telephone numbers of the personnel available on a 24-hour basis
- ✓ Ensure confidentiality and in respect of all travel arrangements concerning all persons traveling on behalf of The Presidency
- ✓ Give feedback to users with regard to reservations, necessary changes, suggested alternative routes/service providers, suggested possible cost savings. Client surveys must be completed every six months to determine ways to improve service delivery
- ✓ The key account executive from the Travel Agency/Contractor is required to attend meetings regularly with key management personnel in The Presidency

Procedure relating to invoicing and payments

Invoicing

- ✓ The Travel Agency/Contractor must invoice as soon as proof is received that the request was executed or actioned and payment is due
- ✓ Payment will only be affected by Electronic Bank Transfer (EBT) DIRECTLY INTO THE Travel Agent/Contractor Bank account or as agreed to in the Service Level Agreement of the Contract
- ✓ The invoices must contain the minimum basic information and additional specific information relating to the service provided as will be agreed to in the Service Level Agreement of the Contract

Reconciliation of account

- ✓ Reconciliation will be done by the Travel Agency /Contractor to ensure that The Presidency is correctly billed and to ensure that the necessary oversight is done prior to invoicing The Presidency. This will be forwarded on a monthly basis to the Directorate: Supply Chain Management for checking and payment
- ✓ The Directorate: Supply Chain Management must reconcile all accounts received with the statement, invoice and request together with supporting documentation as provided by the Travel Agency/Contractor

Credit notes

- ✓ The Payment Officer together with Supply Chain Management must take note of all credits received and short pay this amount from invoices due for payment. This must also be indicated on the monthly reconciliation sent to the Travel Agency/Contractor
- ✓ Any incorrect charges reflected on the statement and reported as such on the monthly reconciliation must be corrected by the Travel Agency /Contractor prior to a new statement being sent to The Presidency

Management reports

- ✓ The Travel Agency/Contractor must provide detailed and summarised reports by the 15th of the following month on detailed expenses per completed month for:
 - All transactions processed for the month per account (cost centres)
 - Consolidated expenditure per line item for The Presidency
 - The number and nature of changes made to travel plans
 - All savings achieved/lost and credit due
 - Details of Graded Accommodation
 - Deviations to Service Level Agreement of the Contract
 - Exception reports
 - Age trial balances
- ✓ The reports must reflect details per account (cost centres-approximately 65) and for The Presidency as a whole
- ✓ All management information must be provided by the due dates to the Director: Supply Chain Management and the Chief Financial Officer (CFO) of The Presidency
- ✓ Furnish notices of all imminent tariff adjustments- Notices must be available and distributed within The Presidency via e-mail
- ✓ Management information must be available electronically and there must be options of obtaining customised and standard reports

FORMAT OF TENDER PROPOSAL

1. AIR TRAVEL

	Item	Comments
1.1	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
1.2	Special discounts	What specially negotiated discounts are offered? Supply proactive recommendations on the use of best deals versus tariffs, which qualify for corporate agreement miles/rands. Documented proof must be provided. Are specially negotiated discounts firm for the duration of the contract
1.3	Accumulated credits	What specially negotiated credits based on accumulated travel/sliding scale is offered? Is sliding scale for accumulated credits firm for duration of contract?
1.4	Classes of travel	What classes of travel qualify for credits?
1.5	Availability of credits	Are credits available as rands, cheque or cash?
1.6	Transaction fee	Per booking, amendment, issuing of documents and billing
1.7	Management fee	% that this would entail of the total management fee
1.8	Value adding services	What value adding services can be offered to manage and reduce cost?

2. ACCOMMODATION

2.1	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
2.2	Special discounts	What specially negotiated discounts are offered? Are specially negotiated discounts firm for the duration of contract
2.3	Transaction fee	Per booking, amendment, issuing of documents and billing
2.4	Management fee	% that this would entail of the total management fee
2.5	Benefits	What benefits will The Presidency gain as a results of this contract
2.6	Value adding services	What value adding services can be offered to manage and reduce cost?

3. FOREIGN EXCHANGE

3.1	Billing	How will the provision of foreign exchange be incorporated into travel lodge card?
3.2	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
3.3	Special discounts	What specially negotiated discounts are offered? Are specially negotiated discounts firm for the duration of contract

3.4	Transaction fee	Per booking, amendment, issuing of documents and billing
3.5	Management fee	% that this would entail of the total management fee
3.6	After hours service	How will you address foreign exchange requests after hours and what additional costs will be incurred
3.7	Benefits	What benefits will The Presidency gain as a results of this contract
3.8	Value adding services	What value adding services can be offered to manage and reduce cost?

4. VENUES 7 FACILITIES FOR WORKSHOPS 7 CONFERENCES

4.1	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
4.2	Special discounts	What specially negotiated discounts are offered? Are specially negotiated discounts firm for the duration of contract
4.3	Transaction fee	Per booking, amendment, issuing of documents and billing
4.4	Management fee	% that this would entail of the total management fee
4.5	After hours service	How will you address foreign exchange requests after hours and what additional costs will be incurred
4.6	Benefits	What benefits will The Presidency gain as a results of this contract

5. GENERAL SERVICE COSTS

5.1	Billing	What type of billing will you be proposing and how does this compare with the use of a travel lodge card?
5.2	Delivery of documents	What are the costs, if any to deliver travel documents?
5.3	Cancellations	How do you handle cancellations and what costs are incurred in this respect?
5.4	Unused Air tickets	What procedures do you follow with the management and recovery of unused tickets? Are there any costs attached, indicate this costs?
5.5	Management reports	What are the costs to produce the required management reports
5.6	No-show fees	What fees will be payable in the case of a no- show for air travel, accommodation, parking, etc.

6.1	24 Hour availability	The cost, if any, payable for having personnel available 24 hours a day
6.2	Complaints procedures	Do you have a formal complaint handling procedure and what are the turnaround times
6.3	Security measures	What security measures are in place to prevent financial and security irregularities
6.4	Comply to specification	Does the offer comply with the specifications as set out in this document? If not, indicate what are the material differences

6.5	Reconciliation of account	In which manner and using which tools will the account be reconciled on a monthly basis and what assistance will be provided to The Presidency
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6. MANAGEMENT OF ACCOUNT

7. REPRESENTATIVITY

7.1	Local branch offices	Where are local branches situated locally
7.2	International branch offices	Where are branch offices situated outside the RSA?
7.3	Local agents	Which and how many international agents will be used and where are they situated?
7.4	International agents	Which and how international agents will be used and where are they situated
7.5	Support services	What support services are being offered?

8. TRANSFER OF SKILLS

8.1	Joint Ventures	How is the tender proposal involved with joint venture?
8.2	Promotion of SMME'S/HDI'S	What does the proposal do to promote the utilisation of SMME'S/HDI'S?
8.3	Development of travel service	How does the tenderer develop skills in the travel service?
8.4	Documentary proof	Submit documentary proof of actions taken to transfer skills as indicated

9. ORGANISATIONAL CREDENTIALS

9.1	Official membership of IATA and/or ASATA	Is the tenderer an official member of either organisation? Submit proof
9.2	Company profile	Supply the date of formation, shareholding, location of offices, employment equity statistics, number of professional staff in each office
9.3	Current client base	Supply references (names and contact person) of major clients. Include at least 3 major clients in a similar environment
9.4	Experience	Supply actual detailed examples and references of large travel accounts being managed
9.5	Company's Standard Service Conditions	Supply details of the conditions
9.6	Travel policies	Indicate how this proposal will encourage compliance to affected policies. S&T policy. Transport Policy, etc.
9.7	Corporate agreement	Indicate benefits and shortcomings of corporate agreements and if entered into how best can they be utilised and managed
9.8	Recommendations	Supply recommendations on the standardisation, adherence to Departmental policy and pro-active management of agreements to ensure maximum benefits

10 BASIS OF TENDER PROPOSAL

10.1 Separate tender proposals are required for domestic and international services

10.2 Tender proposals for concessions to arrange travel arrangements on behalf of The Presidency, must be submitted on the basis of discounted rates available versus a fixed discount on the standard tariffs of/or on accumulated expenditure (credit or travel rands) on airline companies, hotel accommodation, etc.

10.3 Documentary proof of standard tariffs must be obtained by the Service provider and be made available as part of the proposal or on request. However, documentary proof must be obtained for all other negotiated benefits and submitted with the tender proposal

10.4 Supporting services available, for example, renewal/obtaining of passports, visas and travel cheques, excess baggage, special assistance, etc. must not be taken into consideration when determining discounts. Tenderers may indicate separately which supporting services are available and costs thereof.

10.5 Separate prices/discounts for domestic and international services must be furnished. The Presidency reserves the right to allocate the two services as separate entities

10.6 All discounts against the standard tariffs, or on accumulated expenditure on airline, and any rates, may not be adjusted to the disadvantage of The Presidency within the duration of the contract. Any new airline company, etc. will only be included if initiated or accepted by The Presidency in writing

10.7 A submitted tender proposal will reflect all discounts tendered for any service. To distinguish between standard discount, special discounts and cumulative discounts, if any, they must be reflected separately and the conditions applicable thereto also shown separately. It must also be clearly stipulated whether any discounts represent credits or travel rands. Discounts for early payments must also be indicated

10.8 The Travel Agency/Contractor must submit their suggested detailed method of service fee structure: i.e management fee versus transaction fee (the proposed costing structure option must be clearly set out)

10.9 A clear plan on how the Travel Agency/Contractor will work with The Presidency to ensure value for money and a real drive towards greater savings must be demonstrated. Contract management is essential

10.10 With regard to transaction fees, it is expected that a structure must also be given to make provision for varying travel reservations. An indication must also be given as to whether VAT will be payable on either of these fees. All commission earned by the Travel Agency/Contractor will be paid to The Presidency and a suggestion must be provided as to how best this money/income can be utilised. The Travel Agency/Contractor must indicate clearly what commission(s) will be paid to The Presidency and how The Presidency will be able to monitor this.

10.11 The Travel Agency/Contractor must ensure that it has a Business Continuity Strategy to maintain critical services at agreed upon levels in the event of a disruption or disaster the Travel Agency's/Contractor's business operations in line with the Service Level Agreement stated under Scope.

EVALUATION OF TENDER PROPOSAL

PHASE 1

All proposal received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2011. A four (4) phase approach will be followed during the evaluation phase.

PRE-QUALIFICATION/ SCREENING PROCESS

During this phase the standard bid documents will be checked. Only suppliers that correctly completed/submitted all the documents will move on to the next phase. Note, that all the required documentation must be signed by a dully authorised representative. The required documentation is as follows:

- Signed declaration of interest (SBD 4)
- Signed Preference points claim form (SBD 6.1)
- Signed declaration of suppliers past supply chain management practices (SBD 8)
- Signed certificate of independent bid determination (SBD 9)
- Signed confirmation form
- Signed pricing schedule
- Original valid tax clearance certificate
- Proof of IATA or ASATA registration
- Valid BEE level certificate
- Evidence of Business Continuity Strategy

PHASE 2 –FUNCTIONAL EVALUATION

Only proposal that passed the pre-qualification phase will qualify for this phase. During phase 2, the proposal will be evaluated according to the evaluation criteria defined below. Proposal that score at least 50 points or more out of 70 points on functionality evaluation will qualify for phase 3 (presentation).

PHASE 3-PRESENTATION EVALUATION

Only proposal that passed functional evaluation will be invited for presentation in order to demonstrate the capability to provide the required service. Bidders who score 15 points or more out of 30 points will be considered for the final phase (price and BBBEE status level contribution).

PHASE 4 – PRICE AND BBBEE STATUS LEVEL CONTRIBUTION

Only proposal that passed the presentation evaluation phase will be considered for this phase.

The bid will be awarded to the bidder who scored the highest points in terms of price and BBBEE status level contribution.

Evaluation Criteria

The technical and presentation bid proposal will be evaluated on a scale of 0-5 in accordance with the criteria below. The rating will be as follows, 0=non-submission, 1=Poor, 2=Average, 3=good, 4= Very Good and 5=Excellent

FUNCTIONAL EVALUATION

FUNCTIONAL CRITERIA	WEIGHT
1. Proposal Methodology	
The bidder must provide the proposed approach indicating how the services will be executed successfully to meet The Presidency requirements (taking into consideration the scope of work)	10
2. Process flow	
<ul style="list-style-type: none">The bidder must demonstrate the process flow in rendering the service i.e. from booking, to the payment of invoices.Demonstrate the synergy and the inter link between booking consultants and company's finance section.	10
3. Capability and capacity of team	
The bidder must provide CV's of the proposed team that will be assigned to this project, and must have relevant skills and experience in travel & accommodation management, provide information as follows: Team Leader <ul style="list-style-type: none">Have at least a minimum of three (3) years' experience in travel industryKnowledge and understanding the value chain and process of travel industryGood leadership skillsExcellent management skills Composition of team <ul style="list-style-type: none">The composition of the operational team must have knowledge in the travel industry and basic background in finance	10
4. Cost saving measures	
The bidder must demonstrate their ability and provide detail on their approach on how they will assist The Presidency in saving costs.	10
5. Management reports	
<ul style="list-style-type: none">The bidder must demonstrate their ability to provide real time management reportDemonstrate the ability in compiling a weekly age analysis report. (Examples of such reports must be submitted with the proposal)	10
6. Track record and experience	

SPECIFIC INFORMATION TO TENDERERS

- ✓ Only proposals of recognized Travel Agencies/Contractors, represented in main centres that are official members of both/either IATA and ASATA, will be accepted
- ✓ The annual Travel Expenditure of The Presidency:
 - Air Travel (domestic and international) R20 to R40 million
 - Accommodation R3 to R4 million
 - Venues and Facilities R3 to R4 million
- ✓ The air travel spend is primarily on domestic routes between Johannesburg and Cape Town and Johannesburg and Durban
- ✓ The successful tenderer will be expected to enter into a Service Level Agreement as indicated under Scope.
- ✓ The Presidency reserves the right to use the services of another agency should the appointed Travel Agency/Contractor fail to provide the required service
- ✓ The Presidency requires the Travel Agency/Contractor to provide the travelling and accommodation services to offices situated in Cape Town, Pretoria and Durban
- ✓ Approximately 65 cost centres are involved, where each cost centre will have its own responsibility manager who is responsible for approval of trips and payment of expenses
- ✓ The Presidency reserves the right to verify references that are provided by the tenderer

GENERAL STATEMENT

The Presidency is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to The Presidency via the procurement process. It should be noted that special regard will be given to those proposals from persons or Service Providers who were previously disadvantaged, and which show evidence of skills transfer and representatively this does not preclude the formation of consortiums or the inclusion of proposals on how this project can best be used to further the broader aims of transformation

The service provider, subcontractor (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract/The Presidency must be prepared to go undergo Security Clearance and background checks with the State Security Agency (Domestic Branch) prior to appointment

All proposals will be compared with each other and in respect of each item and criteria indicated, the proposals will be ranked according to adherence to specifications, cost effectiveness, control measures offered, representivity, promotion of SMME' s and HDI'S as well as feasible incentives shown to drive down travel and accommodation expenditure within The Presidency

TERMS OF REFERENCE

TO RENDER A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE PRESIDENCY FOR A PERIOD OF THREE YEARS

INTRODUCTION

The Presidency requires a comprehensive travel management service for all The Presidency officials and approved non-officials, for business purposes. The service may be rendered by one or more Travel Agencies. The Travel Agency must ensure that the most cost effective and practical means of travel and accommodation is used at all times. These services are limited to the following:

- ✓ Air travel
- ✓ Accommodation
- ✓ Parking Facilities at Airports
- ✓ Foreign Currency
- ✓ Venues & Facilities for conferences and workshops
- ✓ Transportation of sessional employees vehicles and household goods through Spoornet

SCOPE

- The appointed Travel Agency/Contractor will be expected to enter into a Service Level Agreement with The Presidency to ensure confidentiality and effective business relations for both parties (The Presidency) and the Travel Agency/Contractor
- The agreement will also be utilised to evaluate the service level performance of The Travel Agency/Contractor and allow continued engagement in improving and providing the level of service expected and delivered to our clients
- The appointed Travel Agency/Contractor will be required to assist transport officers, secretaries and all authorised travellers with all travel arrangements in the most cost effective travel and accommodation requirements for The Presidency officials and approved non-officials.
- The Presidency reserves the right to appoint more than one Travel Agency/ Contractor
- The Presidency reserves the right not to accept the Travel Agency/Contractor with the highest discount offered
- The Travel Agency/Contractor is expected to provide all costing and indicate whether management fees or transactions fee will be utilised in this contract

KEY DELIVERABLES

- Provision of a world class travel management service for The Presidency which includes domestic and international travel
- The following service requirements must be aligned with The Presidency's departmental Policies and delegations of Authority:
 - Air Travel (domestic and International)
 - Accommodation (Domestic and International)
 - Parking Facilities at Airports
 - Foreign currency
 - Venues and Facilities for conferences and workshops
 - Transportation of sessional employees vehicles and household goods through Spoornet
- The booking of these services must be available in Cape Town, Durban and Pretoria
- The personnel from the Travel Agency/Contractor must be available on a 24 hour basis, to accommodate unexpected changes to and short notice travel plans
- The Travel Agency/Contractor must negotiate discounts on standard tariffs for all required services with all available Service Providers on behalf of The Presidency
- The Travel Agency/Contractor is expected to negotiate the use of loyalty programs on behalf of The Presidency and officials of The Presidency
- To monitor, manage and report on the travel rands/credit due to the Department

SUPPORT SERVICE DELIVERABLES

- Local branch offices or agencies must be available where domestic and international requirements can be planned and booked and amended. These must be available in Pretoria, Cape Town and Durban.
- All travel information must be timeously confirmed with the traveller or his/her nominee via e-mail/sms as mutually decided in the Service Level Agreement of the Contract
- All applicable travel documentation must be timeously delivered to the traveller or his/her nominee at the point of delivery as mutually decided in the Service Level Agreement of the Contract
- The Travel Agency/Contractor must allocate sufficient staff to manage this contract and must be able to provide the following services:
 - Consultants
 - Administrative Personnel
 - Creditors Control
 - Management Personnel
- The personnel from the Travel Agency/Contractor must be available for 24- hour basis to accommodate changes to travel plans
- The Travel Agency/Contractor must conduct workshops to induct all staff in The Presidency regarding the Service Level Agreement of the Contract and the new agency (This should be the responsibility of the Travel Desk (SCM) and not of the Travel Agency/Contractor)

- During these workshops the relations and functioning of the Head Office and other offices must be structured and conform to the approved policies and procedure of The Presidency (Responsibility of the Travel Desk –SCM)
- The Travel Agency/Contractor must also assist wherever possible with the arrangement of Visa, Passports, Foreign Exchange, Travellers Cheques, Excess Baggage, Meals, Bus Fares and special assistance, etc.

OPERATING PROCEDURE

- The Travel Agency/Contractor will be responsible for allocating the most economical means of travel and accommodation and for all other required services that forms part this Terms of Reference
- The operating procedures will form the basis on which the Travel Agency/Contractor must provide the service required and how payment will be done
- The procedures may be subjected to minor adjustments to ensure smooth liaison between The Presidency and the appointed Travel Agency/Contractor , but only after mutual consent and written agreement

RESPONSIBILITIES

Transport Officer/Secretary/Other

The Official responsible for arranging travel must:

Provide The Travel Agency/Contractor with the necessary detail so that the requirements are understood. In this regard the following must be considered:

- Official nature and requirements of the traveling arrangements
- Departure and arrival dates, points and type of travel required
- Any other specific requirements relating to, for example passenger class in the aircraft to be provided, assistance, special meals, visa, ect.
 - ✓ Provide The Travel Agency with an Officials fully authorised document to enable the travel agent to issue the required travel documents
 - ✓ Confirm that the requested service was rendered satisfactory

Travel Agency/Contractor

The Travel Agency must consider the following when making reservations for travel, preference must be given to the instructions of the authorised traveller in respect of:

- Dates, routes, passenger class, preferred sitting, special requests/assistance and with due consideration to the most cost effective arrangements for travel
- Requests must be processed immediately and upon receipt to ensure availability of the service. Failure to do so will result in The Travel Agency/Contractor carrying additional costs

- Alternative arrangements must be timeously suggested if confirming seating arrangements is impossible or if it can be proven that with deviations to original arrangements, financial savings can be realised.
- ✓ Advance travel arrangements and bill of price must be submitted before finalisation especially for cases where a variety of travelling routes and services are to be provided
- ✓ Issue travel documentation, foreign exchange, etc. prior to travel. Timeous delivery of all documentation to the traveller or nominated person or point of delivery/collection
- ✓ The timeous submission of proof that the requested services have been rendered and/or used, so that payment can be arranged by The Presidency. Such proof will include matching invoices to the request submitted. Copies of the original travel documentation must be made in line with the number of invoices to be generated by the specific request. If invoices are not submitted with the relevant approved requisition form, no payment will be made by The Presidency.
- ✓ The timeous submission of the required management reports. Analysis of the reports, check and evaluate trends and report to the Director: Supply Chain Management on expenditure and travel spends and trends in The Presidency on a quarterly basis
- ✓ Names, Addresses, Telephone, cell phone, fax numbers and e-mail addresses of all branch offices and agencies, inside and outside South Africa, must be made available in electronic format to The Presidency. This must include the names and telephone numbers of the personnel available on a 24-hour basis
- ✓ Ensure confidentiality and in respect of all travel arrangements concerning all persons traveling on behalf of The Presidency
- ✓ Give feedback to users with regard to reservations, necessary changes, suggested alternative routes/service providers, suggested possible cost savings. Client surveys must be completed every six months to determine ways to improve service delivery
- ✓ The key account executive from the Travel Agency/Contractor is required to attend meetings regularly with key management personnel in The Presidency

Procedure relating to invoicing and payments

Invoicing

- ✓ The Travel Agency/Contractor must invoice as soon as proof is received that the request was executed or actioned and payment is due
- ✓ Payment will only be affected by Electronic Bank Transfer (EBT) DIRECTLY INTO THE Travel Agent/Contractor Bank account or as agreed to in the Service Level Agreement of the Contract
- ✓ The invoices must contain the minimum basic information and additional specific information relating to the service provided as will be agreed to in the Service Level Agreement of the Contract

Reconciliation of account

- ✓ Reconciliation will be done by the Travel Agency /Contractor to ensure that The Presidency is correctly billed and to ensure that the necessary oversight is done prior to invoicing The Presidency. This will be forwarded on a monthly basis to the Directorate: Supply Chain Management for checking and payment
- ✓ The Directorate: Supply Chain Management must reconcile all accounts received with the statement, invoice and request together with and supporting documentation as provided by the Travel Agency/Contractor

Credit notes

- ✓ The Payment Officer together with Supply Chain Management must take note of all credits received and short pay this amount from invoices due for payment. This must also be indicated on the monthly reconciliation sent to the Travel Agency/Contractor
- ✓ Any incorrect charges reflected on the statement and reported as such on the monthly reconciliation must be corrected by the Travel Agency /Contractor prior to a new statement being send to The Presidency

Management reports

- ✓ The Travel Agency/Contractor must provide detailed and summarised reports by the 15th of the following month on detailed expenses per completed month for:
 - All transactions processed for the month per account (cost centres)
 - Consolidated expenditure per line item for The Presidency
 - The number and nature of changes made to travel plans
 - All savings achieved/lost and credit due
 - Details of Graded Accommodation
 - Deviations to Service Level Agreement of the Contract
 - Exception reports
 - Age trial balances
- ✓ The reports must reflect details per account (cost centres-approximately 65) and for The Presidency as a whole
- ✓ All management information must be provided by the due dates to the Director: Supply Chain Management and the Chief Financial Officer (CFO) of The Presidency
- ✓ Furnish notices of all imminent tariff adjustments- Notices must be available and distributed within The Presidency via e-mail
- ✓ Management information must be available electronically and there must be options of obtaining customised and standard reports

FORMAT OF TENDER PROPOSAL

1. AIR TRAVEL

	Item	Comments
1.1	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
1.2	Special discounts	What specially negotiated discounts are offered? Supply proactive recommendations on the use of best deals versus tariffs, which qualify for corporate agreement miles/rands. Documented proof must be provided. Are specially negotiated discounts firm for the duration of the contract
1.3	Accumulated credits	What specially negotiated credits based on accumulated travel/sliding scale is offered? Is sliding scale for accumulated credits firm for duration of contract?
1.4	Classes of travel	What classes of travel qualify for credits?
1.5	Availability of credits	Are credits available as rands, cheque or cash?
1.6	Transaction fee	Per booking, amendment, issuing of documents and billing
1.7	Management fee	% that this would entail of the total management fee
1.8	Value adding services	What value adding services can be offered to manage and reduce cost?

2. ACCOMMODATION

2.1	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
2.2	Special discounts	What specially negotiated discounts are offered? Are specially negotiated discounts firm for the duration of contract
2.3	Transaction fee	Per booking, amendment, issuing of documents and billing
2.4	Management fee	% that this would entail of the total management fee
2.5	Benefits	What benefits will The Presidency gain as a results of this contract
2.6	Value adding services	What value adding services can be offered to manage and reduce cost?

3. FOREIGN EXCHANGE

3.1	Billing	How will the provision of foreign exchange be incorporated into travel lodge card?
3.2	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
3.3	Special discounts	What specially negotiated discounts are offered? Are specially negotiated discounts firm for the duration of contract

3.4	Transaction fee	Per booking, amendment, issuing of documents and billing
3.5	Management fee	% that this would entail of the total management fee
3.6	After hours service	How will you address foreign exchange requests after hours and what additional costs will be incurred
3.7	Benefits	What benefits will The Presidency gain as a results of this contract
3.8	Value adding services	What value adding services can be offered to manage and reduce cost?

4. VENUES 7 FACILITIES FOR WORKSHOPS 7 CONFERENCES

4.1	Special tariffs	What specially negotiated tariffs are offered other than the normal tariffs? Are these tariffs firm for the duration of the contract?
4.2	Special discounts	What specially negotiated discounts are offered? Are specially negotiated discounts firm for the duration of contract
4.3	Transaction fee	Per booking, amendment, issuing of documents and billing
4.4	Management fee	% that this would entail of the total management fee
4.5	After hours service	How will you address foreign exchange requests after hours and what additional costs will be incurred
4.6	Benefits	What benefits will The Presidency gain as a results of this contract

5. GENERAL SERVICE COSTS

5.1	Billing	What type of billing will you be proposing and how does this compare with the use of a travel lodge card?
5.2	Delivery of documents	What are the costs, if any to deliver travel documents?
5.3	Cancellations	How do you handle cancellations and what costs are incurred in this respect?
5.4	Unused Air tickets	What procedures do you follow with the management and recovery of unused tickets? Are there any costs attached, indicate this costs?
5.5	Management reports	What are the costs to produce the required management reports
5.6	No-show fees	What fees will be payable in the case of a no- show for air travel, accommodation, parking, etc.

6.1	24 Hour availability	The cost, if any, payable for having personnel available 24 hours a day
6.2	Complaints procedures	Do you have a formal complaint handling procedure and what are the turnaround times
6.3	Security measures	What security measures are in place to prevent financial and security irregularities
6.4	Comply to specification	Does the offer comply with the specifications as set out in this document? If not, indicate what are the material differences

6.5	Reconciliation of account	In which manner and using which tools will the account be reconciled on a monthly basis and what assistance will be provided to The Presidency
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6. MANAGEMENT OF ACCOUNT

7. REPRESENTATIVITY

7.1	Local branch offices	Where are local branches situated locally
7.2	International branch offices	Where are branch offices situated outside the RSA?
7.3	Local agents	Which and how many international agents will be used and where are they situated?
7.4	International agents	Which and how international agents will be used and where are they situated
7.5	Support services	What support services are being offered?

8. TRANSFER OF SKILLS

8.1	Joint Ventures	How is the tender proposal involved with joint venture?
8.2	Promotion of SMME'S/HDI'S	What does the proposal do to promote the utilisation of SMME'S/HDI'S?
8.3	Development of travel service	How does the tenderer develop skills in the travel service?
8.4	Documentary proof	Submit documentary proof of actions taken to transfer skills as indicated

9. ORGANISATIONAL CREDENTIALS

9.1	Official membership of IATA and/or ASATA	Is the tenderer an official member of either organisation? Submit proof
9.2	Company profile	Supply the date of formation, shareholding, location of offices, employment equity statistics, number of professional staff in each office
9.3	Current client base	Supply references (names and contact person) of major clients. Include at least 3 major clients in a similar environment
9.4	Experience	Supply actual detailed examples and references of large travel accounts being managed
9.5	Company's Standard Service Conditions	Supply details of the conditions
9.6	Travel policies	Indicate how this proposal will encourage compliance to affected policies. S&T policy. Transport Policy, etc.
9.7	Corporate agreement	Indicate benefits and shortcomings of corporate agreements and if entered into how best can they be utilised and managed
9.8	Recommendations	Supply recommendations on the standardisation, adherence to Departmental policy and pro-active management of agreements to ensure maximum benefits

10 BASIS OF TENDER PROPOSAL

10.1 Separate tender proposals are required for domestic and international services

10.2 Tender proposals for concessions to arrange travel arrangements on behalf of The Presidency, must be submitted on the basis of discounted rates available versus a fixed discount on the standard tariffs of/or on accumulated expenditure (credit or travel rands) on airline companies, hotel accommodation, etc.

10.3 Documentary proof of standard tariffs must be obtained by the Service provider and be made available as part of the proposal or on request. However, documentary proof must be obtained for all other negotiated benefits and submitted with the tender proposal

10.4 Supporting services available, for example, renewal/obtaining of passports, visas and travel cheques, excess baggage, special assistance, etc. must not be taken into consideration when determining discounts. Tenderers may indicate separately which supporting services are available and costs thereof.

10.5 Separate prices/discounts for domestic and international services must be furnished. The Presidency reserves the right to allocate the two services as separate entities

10.6 All discounts against the standard tariffs, or on accumulated expenditure on airline, and any rates, may not be adjusted to the disadvantage of The Presidency within the duration of the contract. Any new airline company, etc. will only be included if initiated or accepted by The Presidency in writing

10.7 A submitted tender proposal will reflect all discounts tendered for any service. To distinguish between standard discount, special discounts and cumulative discounts, if any, they must be reflected separately and the conditions applicable thereto also shown separately. It must also be clearly stipulated whether any discounts represent credits or travel rands. Discounts for early payments must also be indicated

10.8 The Travel Agency/Contractor must submit their suggested detailed method of service fee structure: i.e management fee versus transaction fee (the proposed costing structure option must be clearly set out)

10.9 A clear plan on how the Travel Agency/Contractor will work with The Presidency to ensure value for money and a real drive towards greater savings must be demonstrated. Contract management is essential

10.10 With regard to transaction fees, it is expected that a structure must also be given to make provision for varying travel reservations. An indication must also be given as to whether VAT will be payable on either of these fees. All commission earned by the Travel Agency/Contractor will be paid to The Presidency and a suggestion must be provided as to how best this money/income can be utilised. The Travel Agency/Contractor must indicate clearly what commission(s) will be paid to The Presidency and how The Presidency will be able to monitor this.

10.11 The Travel Agency/Contractor must ensure that it has a Business Continuity Strategy to maintain critical services at agreed upon levels in the event of a disruption or disaster the Travel Agency's/Contractor's business operations in line with the Service Level Agreement stated under Scope.

EVALUATION OF TENDER PROPOSAL

PHASE 1

All proposal received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2011. A four (4) phase approach will be followed during the evaluation phase.

PRE-QUALIFICATION/ SCREENING PROCESS

During this phase the standard bid documents will be checked. Only suppliers that correctly completed/submitted all the documents will move on to the next phase. Note, that all the required documentation must be signed by a dully authorised representative. The required documentation is as follows:

- Signed declaration of interest (SBD 4)
- Signed Preference points claim form (SBD 6.1)
- Signed declaration of suppliers past supply chain management practices (SBD 8)
- Signed certificate of independent bid determination (SBD 9)
- Signed confirmation form
- Signed pricing schedule
- Original valid tax clearance certificate
- Proof of IATA or ASATA registration
- Valid BEE level certificate
- Evidence of Business Continuity Strategy

PHASE 2 –FUNCTIONAL EVALUATION

Only proposal that passed the pre-qualification phase will qualify for this phase. During phase 2, the proposal will be evaluated according to the evaluation criteria defined below. Proposal that score at least 50 points or more out of 70 points on functionality evaluation will qualify for phase 3 (presentation).

PHASE 3-PRESENTATION EVALUATION

Only proposal that passed functional evaluation will be invited for presentation in order to demonstrate the capability to provide the required service. Bidders who score 15 points or more out of 30 points will be considered for the final phase (price and BBBEE status level contribution).

PHASE 4 – PRICE AND BBEE STATUS LEVEL CONTRIBUTION

Only proposal that passed the presentation evaluation phase will be considered for this phase.

The bid will be awarded to the bidder who scored the highest points in terms of price and BBEE status level contribution.

Evaluation Criteria

The technical and presentation bid proposal will be evaluated on a scale of 0-5 in accordance with the criteria below. The rating will be as follows, 0=non-submission, 1=Poor, 2=Average, 3=good, 4= Very Good and 5=Excellent

FUNCTIONAL EVALUATION

FUNCTIONAL CRITERIA	WEIGHT
1. Proposal Methodology	
The bidder must provide the proposed approach indicating how the services will be executed successfully to meet The Presidency requirements (taking into consideration the scope of work)	10
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<ul style="list-style-type: none"> • The bidder must demonstrate the process flow in rendering the service i.e. from booking, to the payment of invoices. • Demonstrate the synergy and the inter link between booking consultants and company's finance section. 	10
3. Capability and capacity of team	
<p>The bidder must provide CV's of the proposed team that will be assigned to this project, and must have relevant skills and experience in travel & accommodation management, provide information as follows:</p> <p>Team Leader</p> <ul style="list-style-type: none"> • Have at least a minimum of three (3) years' experience in travel industry • Knowledge and understanding the value chain and process of travel industry • Good leadership skills • Excellent management skills <p>Composition of team</p> <ul style="list-style-type: none"> • The composition of the operational team must have knowledge in the travel industry and basic background in finance 	10
4. Cost saving measures	
The bidder must demonstrate their ability and provide detail on their approach on how they will assist The Presidency in saving costs.	10
5. Management reports	
<ul style="list-style-type: none"> • The bidder must demonstrate their ability to provide real time management report • Demonstrate the ability in compiling a weekly age analysis report. (Examples of such reports must be submitted with the proposal) 	10
6. Track record and experience	

The bidder must demonstrate relevant experience by providing documentary proof such as five (5) reference letters indicating the period of the contract where similar services have been rendered.	10
<ul style="list-style-type: none"> • Less than 2 years 1 point • 2 years or more but less than 5 years 3 points • 5 years and more 5 points 	
7. Financial stability	
Financial Stability (turnover) of the bidder as per the financial statements/bank guarantee letter rendered:	10
<ul style="list-style-type: none"> • R5 million and above 5 points • R3-5 million 3 points • R2 million and less 2 points 	
Functional Total	70

PHASE 3- PRESENTATION EVALUATION

Evaluation Criteria Applicable	Weight
<ul style="list-style-type: none"> • Demonstrate how the service will be provided as per the scope of work to meet The Presidency requirements 	10
<ul style="list-style-type: none"> • Demonstrate proposed software/system that will be utilised in rendering the service and its adequacy thereof • How will The Presidency benefit from the system/software (value add to The Presidency) 	20
Total percentages	30

PHASE 4- PRICE AND BBBEE STATUS LEVEL CONTRIBUTION

Criteria applicable	Weight
Price	90
BBBEE Status Level of Contribution	10
Total	100

SPECIFIC INFORMATION TO TENDERERS

- ✓ Only proposals of recognized Travel Agencies/Contractors, represented in main centres that are official members of both/either IATA and ASATA, will be accepted
- ✓ The annual Travel Expenditure of The Presidency:
 - Air Travel (domestic and international) R20 to R40 million
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 - Venues and Facilities R3 to R4 million
- ✓ The air travel spend is primarily on domestic routes between Johannesburg and Cape Town and Johannesburg and Durban
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- ✓ The Presidency reserves the right to use the services of another agency should the appointed Travel Agency/Contractor fail to provide the required service
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All proposals will be compared with each other and in respect of each item and criteria indicated, the proposals will be ranked according to adherence to specifications, cost effectiveness, control measures offered, representivity, promotion of SMME' s and HDI'S as well as feasible incentives shown to drive down travel and accommodation expenditure within The Presidency

SECTION 3

BRIEFING SESSION ATTENDANCE CERTIFICATE

The briefing session certificate must be signed and stamped by two representatives of the Presidency after the session has been completed. The briefing session certificate must also be signed by the company's bidder/representative. The original signed briefing session certificate must be submitted with bidding document as required in terms of the bid documentation.

Failure to comply with above requirements will invalidate the Bid.

I attend the compulsory briefing session on the date of the December 2014 inserted below:

NAME OF BIDDER/REPRESENTATIVE: _____

NAME OF COMPANY: _____

ADDRESS: _____

SIGNATURE: _____ **DATE:** _____

This is to certify that _____ of company _____

Attended the briefing session on the _____ December 2014 and is/are therefore familiar with the circumstances and the scope of the service to be rendered.

SIGNED BY: _____

OFFICIAL 1: _____ **NAME OF OFFICIAL** _____ **DATE:** _____

SIGNED BY: _____

OFFICIAL 2: _____ **NAME OF OFFICIAL** _____ **DATE:** _____

THE PRESIDENCY STAMP

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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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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.

Js General Conditions of Contract (revised July 2010)