



<b>Bid No.</b>	<b>CoGTA (T) 11/2020</b>	
<b>Bid Description</b>	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF COOPERATIVE GOVERNANCE FOR A PERIOD OF 36 MONTHS</b>	
<b>Contact Person/s:</b>		Ms Mmamashita Moela or Mr Oscar Mabunda
<b>Technical Terms of reference:</b>	Name:	Ms Mmamashita Moela or Mr Oscar Mabunda
	Telephone No:	(012) 395 4707 or (012) 334 0839
	Email address:	<a href="mailto:mmamashitam@cogta.gov.za">mmamashitam@cogta.gov.za</a> / <a href="mailto:oscarm@cogta.gov.za">oscarm@cogta.gov.za</a>
<b>Bid Procedures:</b>	Name:	Nomvula Ntuli, Kgaugelo Tselana or Mogoma Sekgothe
	Telephone No:	(012) 336 0820 / 334-0820 / 334 0912
	Email address:	<a href="mailto:Nomvulan@cogta.gov.za">Nomvulan@cogta.gov.za</a> <a href="mailto:Mogomas@cogta.gov.za">Mogomas@cogta.gov.za</a> <a href="mailto:kgaugelot@cogta.gov.za">kgaugelot@cogta.gov.za</a>
<b>Compulsory bid briefing</b>	Venue, Date and Time	<b>NONE</b>
<b>Closing time and date for bid and venue</b>	Time and Date:	<b>11:00</b> on the <b>26 February 2021</b> at No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Foyer
	Condition	<b>Bids received after the closing time and date will not to be accepted for consideration.</b> Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Cooperative Governance.
<b>Delivery address and conditions for delivery of bids</b>	Delivery address:	No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Pretoria, Arcadia (Bid Box is placed in the Foyer at the ground floor)
		Bidders must ensure that their bids are delivered timeously to the correct address and directly to the bid box. The department will not take any responsibility for late mailed bids. The bid box is open from Monday to Friday – 08h00 to 16h30
<b>NB: THE NATIONAL TREASURY SCM INSTRUCTION NOTE NO 4A OF 2016/17 STATE THAT BIDS MAY ONLY BE AWARDED TO SUPPLIERS AFTER VERIFYING THAT THEY ARE REGISTERED AS PROSPECTIVE SUPPLIERS ON THE CENTRAL SUPPLIER DATABASE (CSD). IN ORDER FOR THE DEPARTMENT TO VERIFY YOUR COMPANY'S REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD) PLEASE PROVIDE THE FOLLOWING INFORMATION:</b>		
<b>CSD SUPPLIER NUMBER:</b>		
<b>UNIQUE REGISTRATION REFERENCE NUMBER:</b>		

**(NB: ATTACH A COPY OF CSD REGISTRATION REPORT)**

- The SBD 1 and all other application forms attached as Part 4 must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.



**TABLE OF CONTENTS**

PART	SCHEDULE	DESCRIPTION	PAGES
		COVER PAGE	1
		TABLE OF CONTENTS	2
		INVITATION TO BID (SBD 1)	3-4
PART 1		CONDITIONS OF BID	5-8
PART 2		SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS	9
		AUTHORITY TO SIGN A BID AND PRE-QUALIFICATION REQUIREMENTS	10-15
PART 3		TERMS OF REFERENCE	16-41
PART 4	SCHEDULE A	GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT	42-51
	SCHEDULE B	GOVERNMENT PROCUREMENT: SPECIAL CONDITIONS OF CONTRACT	52-53
	SCHEDULE C	PRICING SCHEDULE – SERVICES (SBD 3.3)	54
	SCHEDULE D	DECLARATION OF INTEREST (SBD 4)	55-58
	SCHEDULE E	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	59-62
	SCHEDULE F	DECLARATION OF BIDDERS’ PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)	63-64
	SCHEDULE G	CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)	65-67
	SCHEDULE H	DECLARATION THAT INFORMATION PROVIDED IN THIS BID DOCUMENT IS TRUE, CORRECT AND UP TO DATE	65
	SCHEDULE I	TENDER AWARDS	69

**DEFINITIONS**

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>DCoG</b>	Means the Department of Cooperative Governance.
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"> <li>○ The cover page and the table of content and definitions</li> <li>○ Part 1 which details the Conditions of Bid;</li> <li>○ Part 2 special instructions and notices to bidders regarding the completion of bidding document and Authority to sign a bid;</li> <li>○ Part 3 which details the Terms of Reference relating to the service</li> <li>○ Part 4 which contains all the requisite bid forms and certificates;</li> </ul> As read with GCC – <i>General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;
<b>Specifications /Terms of Reference</b>	means the specifications or terms contained in Part 3 of this invitation to bid;

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>COGTA (T) 11/2020</b>	CLOSING DATE:	<b>26 February 2021</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF COOPERATIVE GOVERNANCE FOR A PERIOD OF 36 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SCM : ACQUISITION MANAGEMENT UNIT TENDER BOX (RECEPTION AREA) DEPARTMENT OF COOPERATIVE GOVERNANCE, 87 HAMILTON BUILDING C/O HAMILTON AND JOHANNES RAMOKHOASE STREETS ARCADIA, 0083</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nomvula Ntuli, Kgaugelo Tselana or Mogoma Sekgothe		CONTACT PERSON	Ms Mmamashita Moela or Mr Oscar Mabunda	
TELEPHONE NUMBER	(012) 336 0820 / 334-0820 / 334 0912		TELEPHONE NUMBER	(012) 395 4707 or (012) 334 0839	
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Nomvulan@cogta.gov.za">Nomvulan@cogta.gov.za</a> <a href="mailto:.Mogomas@cogta.gov.za">.Mogomas@cogta.gov.za</a> <a href="mailto:kgaugetot@cogta.gov.za">kgaugetot@cogta.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mmamashitam@cogta.gov.za">mmamashitam@cogta.gov.za/</a> <a href="mailto:oscarm@cogta.gov.za">oscarm@cogta.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: .....

**PART 1**  
**Conditions of Bid**

**1. BACKGROUND AND INTRODUCTORY PROVISIONS**

Refer to Page 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

**2. OFFER AND SPECIAL CONDITIONS**

**2.1** Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as (Part 4) with its bid. Bidders must take careful note of the special conditions.

**2.2** **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required.**

**2.3** In the event that any form or certificate provided in Part 4 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

**3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

**3.1** The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

**3.2** All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

**3.4** All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid.

**4. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

**5. PRICING**

**5.1** The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 4 – Schedule C which completed form/s must be submitted together with the bid documents.

**5.2** Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX**

**5.3** It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 4 – Schedule C

**6. DECLARATION OF INTEREST**

The bidder should submit a duly completed and signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 4 – Schedule D.

**7. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2017.**

The bidder must complete the preferential points claim form (SBD 6.1) and sign accordingly to submit with the bid. The preferential points claim form is attached as Part 4 – Schedule E.

**8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (SBD 8) is attached as Part 4 – Schedule F

**9. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (SBD 9) is attached as Part 4 – Schedule G

**10. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

**11. CONSORTIUM / JOINT VENTURE**

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

11.2.1 It shall be signed so as to be legally binding on all consortium members;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DCoG and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

11.2.5 The lead member must comply with all the requirements of the bid.

11.2.6 Preference points will be only awarded when a consolidated BBBEE Certificate is submitted

**12. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **(90)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**13. ACCEPTANCE OF BIDS**

The DCoG does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department.

**14. NO RIGHTS OR CLAIMS**

14.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DCoG. The DCoG reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

14.2 The DCoG, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

**15. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

15.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the DCoG.

15.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

**16. ACCURACY OF INFORMATION**

16.1 The information contained in the invitation to bid has been prepared in good faith. The DCoG nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

16.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **17. COMPETITION**

- 17.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 17.1.1 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 17.1.2 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.
- 17.1.3 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## **18. RESERVATION OF RIGHTS**

- 18.1 Without limitation to any other rights of the DCoG (whether otherwise reserved in this invitation to bid or under law), the DCoG expressly reserves the right to: -
- 18.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 18.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 18.1.3 Reject all responses submitted by bidders and to embark on a new bid process;
- 18.1.4 The Department may request the shortlisted bidders to present their proposals to the Bid Committee;
- 18.1.5 To verify information provided for references to claim points;
- 18.1.6 To disqualify any tender/bidder who misrepresented information to claim points and
- 18.1.7 The Department reserve a right to award this tender to more than one bidder.



## **PART 2**

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE COGTA SUPPLY CHAIN MANAGEMENT POLICY 2017, PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND THE GENERAL CONDITIONS OF CONTRACT.

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

**FAILURE TO COMPLY WITH THE FOLLOWING ABOVE MENTIONED INSTRUCTIONS  
2,4,5,6,9,10,11,12,13 MAY LEAD TO YOU BID BEING REJECTED**

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on..... 20.....

Mr/Mrs.....

.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** .....**DATE:** .....

**WITNESSES:**

1..... **DATE:** .....

2..... **DATE:** .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as .....

**SIGNATURE**.....**DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner

Residential address

Signature

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

We, the undersigned partners in the business trading as .....

hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>

.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on .....20.....at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY**..... **DATE:** .....

**WITNESSES:** 1 .....**DATE:** .....

2.....**DATE:** .....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf. By resolution of members at a meeting on ..... 20.....at ..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS**.....

**WITNESSES:** 1

.....**DATE:** .....

2

.....**DATE:** .....

**F. JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....Mr/Mrs.....  
.....

Mr/Mrs.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint  
Venture).....  
.....

**IN HIS/HER CAPACITY**

**AS:**.....

**SIGNED ON BEHALF OF (COMPANY**

**NAME):**.....

(PRINT NAME)

**SIGNATURE**.....**DATE:**.....

.....

**IN HIS/HER CAPACITY**

**AS:**.....

**SIGNED ON BEHALF OF (COMPANY**

**NAME):**.....

(PRINT NAME)

**SIGNATURE:**.....**DATE:**.....

.....

**IN HIS/HER CAPACITY**

**AS:**.....

**SIGNED ON BEHALF OF (COMPANY**

**NAME):**.....

(PRINT NAME)

**SIGNATURE:**.....**DATE:**.....

.....

**IN HIS/HER CAPACITY**

**AS:**.....

**SIGNED ON BEHALF OF (COMPANY**

**NAME):**.....

(PRINT NAME)

**SIGNATURE:**.....**DATE:**.....  
.....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium  
on.....20.....

Mr/Mrs.....  
.....

(whose signature appear below) have been duly authorised to sign all documents in connection  
with this bid on behalf of:

(Name of  
Consortium).....  
.....

**IN HIS/HER CAPACITY**

**AS:**.....

**SIGNATURE:**.....**DATE:**.....  
.....

**PRE – QUALIFICATION REQUIREMENTS (ADMINISTRATIVE COMPLIANCE)**

1.1	Bid Document - All pages must be completed and signed (where signature is applicable) by the Bidder
1.2	Invitation to bid must be Completed and signed (SBD 1)
1.4	Pricing Schedules must be fully completed and signed (SBD 3.3)
1.5	Declaration of Interest must be fully completed and signed (SBD 4)
1.6	Preference Points Claim Forms must be fully completed and signed (SBD 6.1)
1.7	Declaration of Bidder's Past Supply Chain Management Practices must be fully completed and signed (SBD 8)
1.8	Certificate of Bid Determination must be fully completed and signed (SBD 9)
1.9	JV or Consortium Agreement where applicable must be attached
<b>FAILURE TO COMPLY WITH THE ABOVE-MENTIONED PRE-QUALIFICATION INSTRUCTIONS WILL LEAD TO DISQUALIFICATION</b>	



cooperative governance

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Department:  
Cooperative Governance  
**REPUBLIC OF SOUTH AFRICA**

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**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF TRAVEL  
MANAGEMENT SERVICES TO THE DEPARTMENT OF COOPERATIVE GOVERNANCE  
FOR A PERIOD OF 36 MONTHS**

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## **TABLE OF CONTENT**

1.	INTRODUCTION	18
2.	PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)	18
3.	DEFINITIONS	18
4.	LEGISLATIVE FRAMEWORK OF THE BID	19
5.	BRIEFING SESSION	20
6.	TIMELINE OF THE BID PROCESS	20
7.	CONTACT AND COMMUNICATION	21
8.	LATE BIDS	21
9.	COUNTER CONDITIONS	21
10.	FRONTING	21
11.	SUPPLIER DUE DILIGENCE	22
12.	SUBMISSION OF PROPOSALS	22
13.	PRESENTATION / DEMONSTRATION	22
14.	DURATION OF THE CONTRACT	22
15.	SCOPE OF WORK	22
16.	PRICING MODEL	31
17.	EVALUATION AND SELECTION CRITERIA	32
18.	GENERAL CONDITIONS OF CONTRACT	36
19.	CONTRACT PRICE ADJUSTMENT	37
20.	SERVICE LEVEL AGREEMENT	37
21.	SPECIAL CONDITIONS OF THIS BID	37
22.	DCoG REQUIRES BIDDER(S) TO DECLARE	37
23.	CONFLICT OF INTEREST, CORRUPTION AND FRAUD	38
24.	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	39
25.	PREPARATION COSTS	39
26.	INDEMNITY	39
27.	PRECEDENCE	39
28.	LIMITATION OF LIABILITY	39
29.	TAX COMPLIANCE	39
30.	TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	39
31.	GOVERNING LAW	40
32.	RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	40
33.	CONFIDENTIALITY	40
34.	DCoG PROPRIETARY INFORMATION	40
35.	AVAILABILITY OF FUNDS	41

## 1. INTRODUCTION

One of the strategic objectives of the Directorate: Facilities and Security Management is to enhance customer services and service delivery. In doing so, it is essential to provide a travel service to the Department of Cooperative Governance to enable the department to achieve its goals and objectives. It is thus essential that the services contracted are of a high quality, and are efficient and effective in meeting such goals.

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

*THE PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP) IS TO SOLICIT PROPOSALS FROM POTENTIAL BIDDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE Department of Cooperative Governance (DCoG).*

*THIS RFP DOCUMENT DETAILS AND INCORPORATES, AS FAR AS POSSIBLE, THE TASKS AND RESPONSIBILITIES OF THE POTENTIAL BIDDER REQUIRED BY THE DCoG FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES. THIS RFP DOES NOT CONSTITUTE AN OFFER TO DO BUSINESS WITH THE Department, BUT MERELY SERVES AS AN INVITATION TO BIDDER(S) TO FACILITATE A REQUIREMENTS-BASED DECISION PROCESS.*

## 3. DEFINITIONS

**Accommodation** means the rental of lodging facilities while away from one's place of abode on authorised official duty.

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 20h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

**Air travel** means travel by airline on authorised official business.

**Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

**Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.

**Department** means the Department of Cooperative Governance (DCoG).

**Domestic travel** means travel within the borders of the Republic of South Africa.

**Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

**gCommerce** refers to the Government's buy-site for transversal contracts.

**International travel** refers to travel outside the borders of the Republic of South Africa.

**Lodge Card** is a credit card which is specifically designed for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC to which all expenditure is charged. .

**Management Fee** is a fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

**Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

**Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management.

**Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

**Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.

**Shuttle Service** means the service offered to transfer a Traveller from one point to another, e.g. from place of work to the airport.

**Third party fees** are fees payable to service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

**Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

**Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

**Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.

**Travel Booker** is the person coordinating travel reservations with the TMC consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

**Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).

**Travel Voucher** means a document issued by the TMC to confirm the reservation and/or payment of specific travel arrangements.

**Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

**VAT** means Value Added Tax.

**VIP or Executive Service** means specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

## **4. LEGISLATIVE FRAMEWORK OF THE BID**

### **4.1 Tax Legislation**

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

- 4.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

## 4.2 Procurement Legislation

DCoG has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

## 4.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

## 5 BRIEFING SESSION

No briefing session will be held due to current COVID-19 regulations. However, bidders are encouraged email queries to the contact officials as provided in paragraph 7 below.

## 6 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time, is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
<b>Advertisement of bid on Government e-tender portal / print media / Tender Bulletin</b>	29 January 2021
<b>Bid closing date</b>	26 February 2021
<b>Notice to bidder(s)</b>	DCoG will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the DCoG's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the DCoG to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the department extends the deadline (the Closing Date) for bid submission for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **7 CONTACT AND COMMUNICATION**

- 7.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, [Ms Mmamashita Moela or Mr Oscar Mabunda via email [mmamashitam@cogta.gov.za](mailto:mmamashitam@cogta.gov.za) / [oscarm@cogta.gov.za](mailto:oscarm@cogta.gov.za) and/or telephone number (012) 395 4707 or (012) 334 0839. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2 The delegated office of the DCoG may communicate with Bidder(s) where clarity is sought on the bid proposal.
- 7.3 Any communication to an official or a person acting in an advisory capacity for the DCoG in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4 All communication between the Bidder(s) and the DCoG must be done in writing.
- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, the department makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DCoG and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the department (other than minor clerical matters), the Bidder(s) must promptly notify the department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford department an opportunity to consider what corrective action is necessary (if any).
- 7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **8 LATE BIDS**

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

## **9 COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **10 FRONTING**

- 10.1 Government supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable,

transparent and legally compliant manner. Against this background, the Government condemn any form of fronting.

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

## **11 SUPPLIER DUE DILIGENCE**

The DCoG reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **12 SUBMISSION OF PROPOSALS**

- 12.1 Bid documents must be placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- 12.2 Bid documents will only be considered if received by the DCoG before the closing date and time.
- 12.3 The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) USB with PDF documents with content of each file by the 26 February 2021 at 11:00am. Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 12.4 Bidders are requested to initial each page of the tender document on the top right hand corner.

## **13 PRESENTATION / DEMONSTRATION**

DCoG reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process. This will include live presentation of the online booking tool: travel booking process, approvals, issuing of travel vouchers/ itineraries, reporting etc.

## **14 DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of 36 (thirty six) months.

## **15 SCOPE OF WORK**

### **15.1 Background**

DCoG's travel requisition process is a fully integrated automated online solution with the current TMC. This travel program is managed and integrated into one seamless solution for bookings online, full approval flow, travel policy compliance monitoring, expenditure reconciliation with the lodge card, reporting and 24/7 support.)

DCoG's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide the department with travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service level agreement;
- b) Achieve significant cost savings for the department without compromising quality of services;
- c) Appropriately contain departmental and traveller risks.

## 15.2 Experience

15.2.1 The following should be submitted:

- (a) Evidence of track record in providing similar services (travel management services);
- (b) Reference letters with contactable numbers (at least 3)
- (c) The service provider shall demonstrate knowledge and skill during the pre-evaluation presentation in the roll out of a travel booking system.
- (d) At least a minimum of three years' experience in rendering travel management and bookings that are normally done by the travel consultants through the Global Distribution System (GDS).

15.2.2 Travel safety, security and confidentiality

The service provider must indicate the ability to provide information on travel risks in all countries and the process flow to follow should a need arise to evacuate the travellers. The service provider must also indicate how they will handle confidentiality and safeguard DCoG's data against any unauthorised individuals or third parties.

## 15.3. Travel Volumes Baseline

The current DCoG total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for a period of twelve months as follows:

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>
Air travel - Domestic	12000
Air Travel - Regional & International	65
Car Rental - Domestic	5000
Car Rental - Regional & International	Nil
Transfers / Shuttle Services - Domestic	5900
Accommodation - Domestic	8200
Accommodation - Regional & International	38
Transfers - Regional & International	45
Bus/Coach bookings	Nil
Train - Regional & International	8
Conferences/Meeting venues	30
After Hours	1600
Parking	1500
Insurance	40
Forex	2

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>
<b>GRAND TOTAL</b>	<b>34 428</b>

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

#### **15.4. Service Requirements from the TMC**

##### **15.4.1. General**

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all Travellers travelling on behalf of the department, locally and internationally. This will include employees, contractors, consultants and clients where the agreement is that DCoG is responsible for the arrangement and cost of travel.
- b. Provide travel management services (Monday to Friday 8h00 – 20h00) and provide after hours and emergency services (20h00 – 08h00).
- c. Familiarisation with current departmental travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between DCoG and third parties. Assist with further negotiations for better deals with travel service providers including the Small Medium Enterprise, (SMME's).
- e. Familiarisation with current departmental Travel Policy and implementation of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for the department to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

##### **15.4.2. Reservations**

The Travel Management Company will:

- a. Provide an online bookings tool to make bookings and reservations;
- b. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker;



- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and convenient where necessary;
- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits;
- e. book or make available the negotiated discounted fares and rates where possible;
- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes;
- g. book parking facilities at the airports where required for the duration of the travel;
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately;
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.);
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times;
- k. advise the Traveller of all visa and inoculation requirements well in advance;
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required;
- m. facilitate any reservations that are not bookable on the Global Distribution System (GDS);
- n. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings;
- o. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required;
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, which are negotiated directly or established by National Treasury or by DCoG are non-commissionable, where commissions are earned for DCoG bookings all these commissions should be returned to DCoG on a quarterly basis;
- q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the department; and
- r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per DCoG's instructions.

#### **15.4.3 Air Travel**

- a. The TMC's Online Booking Tool (OBT) must be able to book full service carriers as well as low cost carriers.
- b. The TMC's OBT will book the most cost effective airfares possible for domestic travel.

- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with DCoG and provide a report on refund management monthly.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

#### **15.4.4. Accommodation**

- a. The TMC's OBT will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC's OBT will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the DCoG's Travel Policy.
- d. DCoG travellers may only stay at accommodation establishments with which the Government has negotiated corporate rates and Maximum Allowable Rates that are reviewed from time to time by National Treasury. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or DCoG.
- e. Accommodation vouchers must be issued to all travellers for accommodation bookings and must be invoiced to the department as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

#### **15.4.5. Car Rental and Shuttle Services**

- a. The TMC's OBT will book the approved category vehicle in accordance with the DCoG Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, e.g. e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

- d. For international travel, the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the DCoG Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the DCoG and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must, during their report period, provide proof that negotiated rates were booked, where applicable.

#### **15.4.6. After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist officials of DCoG/ VIP/ Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (20h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

#### **15.5. Communication**

- 15.5.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of DCoG.
- 15.5.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 15.5.3. The TMC must ensure sound communication with all stakeholders and link the traveller, travel coordinator and TMC in one smooth continuous workflow.

#### **15.6. Financial Management**

- 15.6.1. The TMC must implement the rates negotiated by the DCoG with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 15.6.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the department for payment within the agreed time period.
- 15.6.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 15.6.4. The TMC will be required to offer a 30 day bill-back account facility to DCoG on services where the lodge card is not utilised. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the department for the services rendered.
- 15.6.5. Where pre-payments are required for smaller Bed & Breakfast / Guest facilities, these will be processed by the TMC. These requests are occasionally at short notice and even for the same day bookings.
- 15.6.6. DCoG will not pay invoices which are older than three months if not related to accidents / losses without a letter explaining the reasons for the delays by the TMC.
- 15.6.7. A separate account for losses / damages /accident as a result of hired vehicles should be open by TMC. TMC is expected to assist DCoG with investigation prior to payment of the claim and all relevant documents as follows:

- signed rental agreement by the driver together with the pre- and post-trip vehicle inspection form;
- accident report form signed by the driver;
- copies of photos of the damage;
- at least three quotations for repairs and / or a detailed motivation why three quotations cannot be provided; and
- If applicable, a report of investigation conducted by TMC and car hire companies.

15.6.8. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

15.6.9. Consolidate Travel Supplier bill-back invoices.

15.6.10. DCoG travel lodge card or virtual card will be used for travel services only (air travel, accommodation and ground transportation).

15.6.11. The TMC service fees, motor vehicle accident or loss claims will be consolidated through TMC bill back invoices.

15.6.12. The accident claim must be based on a signed pre- and post-trip inspection report form signed by both parties and attached to the claim.

15.6.13. The TMC is responsible for the consolidation of invoices and supporting documentation online for availability to the DCoG's Finance on the agreed time period (e.g. weekly). This includes uploading the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the service provider bill-back report or the credit card statement.

15.6.14. Ensure Travel Supplier accounts are settled timeously.

## **15.7. Technology, Management Information and Reporting**

15.7.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

15.7.2 The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

15.7.3 All management information and data input must be accurate.

15.7.4 The TMC will be required to provide the DCoG with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

**<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>**

15.7.5 Reports must be accurate and be provided as per DCoG's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

15.7.6 DCoG may request the TMC to provide additional management reports.

15.7.7 Reports must be available in an electronic format for example Microsoft Excel.

15.7.8 Service Level Agreement reports must be provided on the agreed date. It will include but will not be limited to the following:

- Travel
  - After hours' Report;
  - Compliments and complaints;
  - Consultant Productivity Report;
  - Long term accommodation and car rental;
  - Extension of business travel to include leisure;
  - Upgrade of class of travel (air, accommodation and ground transportation);

## Bookings outside Travel Policy

- ii. Finance
    - a) Reconciliation of commissions/rebates or any volume driven incentives;
    - b) Creditor's ageing report;
    - c) Creditor's summary payments;
    - d) Daily invoices;
    - e) Reconciled reports for Travel Lodge card statement;
    - f) Expenditure per cost centre report;
    - g) No show report;
    - h) Cancellation report;
    - i) Receipt delivery report;
    - j) Monthly Bank Settlement Plan (BSP) Report;
    - k) Refund Log;
    - l) Open voucher report, and
    - m) Open Age Invoice Analysis.
- 15.7.9 The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible to any unauthorised parties.

### **15.8. Account Management**

- 15.8.1 An Account Management structure should be put in place to respond to the needs and requirements of DCoG and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 15.8.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the DCoG's account.
- 15.8.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.8.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 15.8.5 Ensure that the department's Travel Policy is enforced.
- 15.8.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.8.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- 15.8.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

### **15.9. Value Added Services**

The TMC must provide the following value added services:

- 15.9.1 Destination information for regional and international destinations:
- i. Health warnings;
  - ii. Weather forecasts;
  - iii. Places of interest;
  - iv. Visa information;
  - v. Travel alerts;
  - vi. Location of hotels and restaurants;
  - vii. Information including the cost of public transport;
  - viii. Rules and procedures of the airports;
  - ix. Business etiquette specific to the country;
  - x. Airline baggage policy; and
  - xi. Supplier updates
- 15.9.2 Electronic voucher retrieval via web and smart phones;
- 15.9.3 SMS notifications for travel confirmations;
- 15.9.4 Travel audits;

15.9.5 Global Travel Risk Management;

15.9.6 VIP services for Executives that include, but is not limited to check-in support.

### **15.10. Cost Management**

15.10.1. The National Treasury cost containment initiative and the DCoG's Travel Policy is establishing a basis for a cost savings culture.

15.10.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

15.10.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

15.10.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the DCoG's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

### **15.11. Quarterly and Annual Travel Reviews**

15.11.1. Quarterly reviews are required to be presented by the TMC on all DCoG travel activity in the previous three-month period. These reviews are comprehensive and presented to department's Procurement and Finance teams as part of the performance management reviews based on the service levels.

15.11.2. Annual Reviews are also required to be presented to the DCoG's Senior Executives.

15.11.3. These Travel Reviews will include without limitation the following information

- a) Declined / missed saving opportunities,
- b) Traveller behaviour with regard to advanced bookings and last-minute bookings,
- c) Payments made and outstanding monies,
- d) Costs incurred due to cancellations, credits and refunds,
- e) No shows,
- f) Late bookings and amendments,
- g) Losses, damages and accidents,
- h) Commissions and rebates payable to DCoG,
- i) Expenditure breakdown per supplier, and
- j) Any other exceptions.

### **15.12. Office Management**

15.12.1. The TMC to ensure high quality service to be delivered at all times to the DCoG's travellers. The TMC is required to provide the department with highly skilled and qualified human resources for the following roles but not limited to:

- a. Senior Consultants;
- b. Intermediate Consultants;
- c. Junior Consultants;
- d. Key Account Manager (Operational);
- e. Finance Manager / Branch Accountant;
- f. Admin Back Office (Creditors / Debtors/Finance Processors);
- g. Strategic Account Manager (per hour); and
- h. System Administrator (General Admin).

15.13. Business Continuity Plan

The bidders must submit a Business Continuity Plan aimed at addressing system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties or resource unavailability.

15.14. On-site Facilities

Since DCoG requires the online booking tool, DCoG will further advise upon awarding of the bid if it will be necessary to make provision for the in-house TMC with a limited office space.

**16 PRICING MODEL**

DCoG requires bidders to propose two pricing models being the transactional fee model and the management fee model. DCoG will at their discretion select the best possible cost effective solution.

**16.1. Transaction Fees**

**Refer Annexure A3: Pricing Schedule**

16.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

- i. On-site option **(Template 1)**
- ii. Off-site option **(Template 2)**

16.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

**16.2. Volume driven incentives**

16.2.1. It is important for bidders to note the following when determining the pricing:

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- ii. No override commissions earned through DCoG reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through the DCoG departmental volumes will be reimbursed to the DCoG.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

**16.3 This section must be completed by bidder by answering yes / no**

This forms part of the administrative compliance by the bidders and failure to complete will result in non-compliance and elimination thereof.

Requirement	Comply: Yes or No
<b>E.g. Professional registration</b>	

Criteria	COMPLY	
	YES	NO
1. Fully accredited member of International Air Transport Association (IATA)		

Substantiate/Comment/Evidence		
2. Financial Stability		
Substantiate/Comment/Evidence (Attach proof of Financial Statements)		
3. Accredited by Tourism Charter		
Substantiate/Comment/Evidence		
4. Pricing Schedule		
Substantiate/Comment/Evidence		

## 17 EVALUATION AND SELECTION CRITERIA

DCoG has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

### Phase 1: Compliance with minimum requirements of bid

All bids duly lodged will be evaluated to determine compliance with bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions of bid and not acceptable to the evaluation committee will be eliminated from the adjudication process i.e. will not be shortlisted.

### Phase II: Awarding of points to shortlisted bids: Presentations of proposals

Shortlisted service providers must be prepared to make presentations to the DCoG (at own expenses) on how they will assist the DCoG acquire travel services using an on-line booking tool. Failure to attend the presentation when called upon will disqualify the bidder(s). Presentations should focus on the evaluation criteria to substantiate the bid proposal.

## EVALUATION CRITERIA

All bids duly lodged will be evaluated to determine compliance with bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions of bid and not acceptable to the evaluation committee will be eliminated from the adjudication process i.e. will not be shortlisted. All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows:

### Functionality scoring:

**Points will be awarded per individual evaluation committee member, after which average points will be calculated.**

Values: 0 = **Non-compliance**, 1 = **Poor**; 2 = **Good**; 3 = **Excellent**

Stage 2 evaluation criteria: The bidder must score **a minimum of 70% during** Stage 1 (functionality / technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered.



The following is the weighting awarded for each element, and the threshold scores for each:

<b>Evaluation Criteria</b>	<b>Reference</b>	<b>Sub-Criteria</b>	<b>Scale</b>	<b>Weight</b>	<b>Highest possible score</b>
<b>1. Experience</b>				<b>5 X 6</b>	<b>30</b>
1.1. Bidder's proven competency in rendering the similar service, extensive knowledge of the project proven by the number years rendering the similar services including on-line booking tool. Testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) rendering similar services must be attached.	Paragraph 15.2	0-2 years 3-4 years 4-5 years 6-7 years 8+	1 2 3 4 5		
<b>2. Travel reservations and financial management</b>				<b>5 X 5</b>	<b>25</b>
2.1 Manage all reservations/ bookings, indicate how domestic (on-line) and international travel reservations/ bookings will be handled.	Paragraph 15.4.2	Information provided 2.1	1		
2.2 After-hours and emergency services. The bidder must have capacity to provide reliable and consistent after hours and emergency support services. The bidder must indicate how it is accessed, located, owned or outsourced?	Paragraph 15.4.6	2.1 & 2.2 21, 22 & 23 21, 22, 23 & 24	2 3 4		
2.3 Describe all refunds and non-refundable airline tickets. Describe in detail how will be the unused and cancelled air tickets be handled.	Paragraph 15.6.5 & 15.6.6	21, 22, 23, 24 & 25	5		
2.4 Invoicing and management accidents claims from hired vehicles  Describe how invoicing will be handled and list all supporting documents to validate the claim	Paragraph 15.6.5 & 15.6.6				

Evaluation Criteria	Reference	Sub-Criteria	Scale	Weight	Highest possible score
2.5 Lodge / virtual card Reconciliation <b>CoGTA</b> will be making use of lodge card to settle for air travel and land arrangements, please indicate how reconciliation process will handled without delaying payment thereof.	Paragraph 15.6.9				
<b>3. Systems</b>				<b>5 X 5</b>	<b>25</b>
3.1 (a) Plans to set up a support systems  (b) training and workshops and time frames	Paragraph 15.8.7	Information provided 3.1 (a)  3.1 (a) & b	1  2		
3.2 (a) Provide a sample of the monthly & time frame to be provided to DCoG (b) quarterly travel management review reports & time frame to be provided to DCoG	Paragraph 15.8.8	31, 3.2. (a)  31 & 3.2  3.1, 3.2 & 3.3	3  4  5		
3.3 Technology applicable to support MIS reports, reliability and consistency	Paragraph 15.7				
<b>4 Office Support and Implementation Plan</b>				<b>5 X 4</b>	<b>20</b>
4.1 Provide a detailed plan for implementing the travel management services. The plan must include the following: (a) Individuals responsible for implementation (b) Project plan for implementation including timeline, roles and responsibilities (c) Dependencies or third parties	Paragraph 15.4.1 (J)	4.1 (plan only) 4.1. (a),(a) &(c)  41 (whole) & 4.2	1 2  3		
4.2 Business Continuity Plan: How is the TMC going to address the system downtime and back up recovery of information, times, maintenance period. Provide details of the recovery plan in the event of power	Paragraph 15.13	41, 4.2 & 4.3	4		

Evaluation Criteria		Reference	Sub-Criteria	Scale	Weight	Highest possible score
failure, labour unrest due to strike, technical difficulties or resource unavailability.			4.1, 4.2, 4.3 & 4.4	5		
4.3	Describe how travellers data privacy interests will be safeguarded	Paragraph 35				
<b>TOTAL PERCENTAGE</b>						<b>100%</b>

**a. BBEE Points allocation**

A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

**b. Joint Ventures, Consortiums and Trusts**

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.

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.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. DCoG will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

**c. Sub-contracting**

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) “A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer 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 tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.”

11(9) “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.”

**i. Stage 3 (90 + 10 = 100 points)**

The Price and BBEE points will be consolidated.

**NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10/20 points for B-BBEE.**

**IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:**

- **Bidder’s understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.
- **Capability and experience** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.
- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.
- **Letters of Good standing** – written supplier letters regarding relationship with the TMC – hotel accommodation, car hire, airlines and related services.

**18 GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the department is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the department together with its bid, duly signed by an authorised representative of the bidder.

## **19 CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index.

## **20 SERVICE LEVEL AGREEMENT**

20.1 Upon award DCoG and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DCoG, more or less in the format of the draft Service Level Indicators included in this tender pack.

20.2 DCoG reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

20.3 Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

20.4 DCoG reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to DCoG or pose a risk to the organisation.

## **21 SPECIAL CONDITIONS OF THIS BID**

DCoG reserves the right:

21.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

21.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

21.3 To accept part of a tender rather than the whole tender.

21.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

21.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

21.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

21.7 Award to multiple bidders based either on size or geographic considerations.

## **22 DCoG REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

22.1 Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the department;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the department fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the department;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the department as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the department will not be used or disclosed unless the written consent of the client has been obtained to do so.

### **23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

23.1 DCoG reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DCoG or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity").

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DCoG's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 24.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the department relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 24.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the department against the bidder notwithstanding the conclusion of the Service Level Agreement between the department and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **25. PREPARATION COSTS**

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

## **26. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the department harmless from any and all such costs which the department may incur and for any damages or losses the department may suffer.

## **27. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **28. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at own risk and cost. DCoG shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **29. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. DCoG reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DCoG, or whose verification against the Central Supplier Database (CSD) proves non-compliance. DCoG further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DCoG reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury or by another government institution.

### **31. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the department allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the department will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **33. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DCoG's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the department remain proprietary to the department and must be promptly returned to department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### **34. DCoG PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any DCoG proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

#### **(a) Data transfer and accessibility after expiry of the contract**

The service provider shall allow DCoG to transfer information and access additional information for a period of five (5) years after the expiry of the contract.

#### **(b) Confidentiality**



The service provider must indicate how they will handle confidentiality and safeguard DCoG's data against any unauthorised individuals or third parties.

**35. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the DCoG may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimise further expenditure provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

## Part 4 – Schedule A

### Government Procurement

#### General Conditions of Contract and Special Conditions of Contracts

##### 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) Ensure that clients are familiar with the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract (GCC) 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

## **2. Application.**

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

## **3. General.**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 cancelling 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 he intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

#### **24. Anti-dumping and countervailing duties and rights**

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

contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

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

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

## **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices.**

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

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

34.1 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 Prohibition of Restrictive practices**

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.

## Part 4 – Schedule B

### Government Procurement

#### Special Conditions of Contracts

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(a) *Selection of company/ resources when required*

**COGTA** reserves the right to appoint one or more bidders for a single task mission. Bidders should adhere to this condition.

(b) *Intellectual property rights and ownership of material*

All intellectual property rights relating to any work produced by the service provider in relation to the performance of this Contract shall belong to **COGTA**. The service provider shall give **COGTA** every assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of **COGTA** and must be handed over to **COGTA** within one month of the completion of the contract.

All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the **COGTA** emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service provider hereby indemnify **COGTA** against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

(c) *Amendments and variation*

The terms of reference together with the offer made by the Service Provider and the acceptance thereof by **COGTA**, as well as the General Conditions of Contract shall constitute the formal agreement between **COGTA** and the Service Provider. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

(d) *Settlement of Disputes*

All disputes will be settled within a period of 14 days through mediation proceedings.

(e) *Indemnity*

"The Service Provider shall indemnify **COGTA** against any claims for injury, loss or damage suffered during the assessment of a disaster."

(f) *Ad hoc assessments*

Assessments of the performance of the service provider will be conducted on an adhoc basis. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service provider who will have two weeks to rectify the deficiency, failing which the contract will be terminated.

(g) *Termination of the contract*

- (i) Service Provider must start to work on the Project 24 hrs after an approval of a project has been granted.
- (ii) If the service provider does not start to work on the project and after 14 days written notice addressed to his domicilium address to start still fails to start on the project, this contract may be cancelled forthwith.
- (iii) This contract may be cancelled for reasons **other** than poor performance or breach of contract, by giving the service provider 14 days written notice to rectify or address the cause of concern where-after **COGTA** shall have the right to summarily cancel the contract upon written notice to the service provider.
- (iv) Depending on the assessments done by the Head of the National Disaster Management Centre under paragraph 11(c) above, the service provider may in writing be required to rectify his/her poor performance, failing which the contract with the service provider will be terminated.

*(h) Communication*

All communication must be done via Mr D Petersen / Dr Chris du Plessis who is the responsible project manager of **COGTA** responsible for the management of the contract.

*(i) Service of Notices*

All notices to **COGTA** will be served to the following physical address:

The Department of Cooperative Governance and Traditional Affairs  
87 Johannes Ramokhoase (Hamilton) Street Pretoria,  
Arcadia  
0002

Part 4 - Schedule C

**PRICING SCHEDULE**

NAME OF BIDDER: .....	BID NO: <b>CoGTA (T) 11/2020</b>
CLOSING TIME <b>11:00</b>	CLOSING DATE: <b>26 February 2021</b>

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

**NB:** USE ONLY BLACK INK, TO FILL IN THIS FORM

BID NUMBER	ITEM DESCRIPTION	TOTAL BID PRICE VAT INCLUSIVE (In SA Currency)
<b>CoGTA (T) 11/2020: APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF COOPERATIVE GOVERNANCE FOR A PERIOD OF 36 MONTHS</b>		
<b>Item 1</b>	<b>TRANSACTION FEE ONSITE</b>	<b>R</b>
<b>Item 2</b>	<b>TRANSACTION FEE OFFSITE</b>	<b>R</b>

Are the rates quoted firm for the full period of contract? \*YES/NO

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CAPACITY

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder?):  
.....

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.

<sup>1</sup>“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<sup>nd</sup> 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 attach 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 **YES / NO**  
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?

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Reference Number	Tax	State Number / Employee Peral Number

**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 2017**

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, 2017.**

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10/20 preference point system shall be applicable; or
- b) the 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 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 price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

### 5. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND

**4.1**

6.1 B-BBEE Status Level of Contributor: . . . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

Part 4 – Schedule F

**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	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	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:		

**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**



**Certificate of Independent Bid Determination**

---

**SBD 9**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**SBD 9  
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 consortium<sup>3</sup> 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.

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

**DECLARATION THAT INFORMATION PROVIDED IN THIS BID IS TRUE, CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....  
WHO REPRESENTS (state name of bidder)

.....  
.....

AM AWARE OF THE CONTENTS CONTAINED IN THIS DOCUMENT, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

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

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE** : .....

## TENDER AWARDS

### 1. DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

- (a) Persons aggrieved by decisions or actions taken by the Department of Cooperative Governance in the implementation of its supply chain management system, may lodge within 21 days of the decision or action, a written objection, complaint, query or dispute against such decision or action.
- (b) Objections, complaints, queries or dispute must be submitted in writing to the Senior Manager: Supply Chain Management System, Department of Cooperative Governance, Private Bag X804, Pretoria, 0001 or be handed in personally to Senior Manager: Supply Chain Management System, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001.

### 2. APPEALS

- (a) In terms of section 3 of the Promotion of Administrative Justice Act, 3 of 2000 a person whose rights or legitimate expectation are adversely affected by the decision taken by the Department in the implementation of its supply chain management system, has the right to be given adequate notice of the right to request reasons for such decision or maybe given an adequate notice of any right of internal appeal and a reasonable opportunity to make representations, within 21 days of the date of the notification of the decision.
- (b) Appeals must be submitted in writing to the Senior Manager: Supply Chain Management System, Department of Cooperative Governance, 87 Hamilton Street, Arcadia 0001.

Such appeal must contain the following:

- (i) Reasons and /or grounds for the appeal.
- (ii) The way in which the appellants rights have been adversely affected.
- (iii) The remedy sought by the appellant.

Where the person whose rights have been adversely affected cannot read or write, such person must solicit the assistance of any person to lodge the appeal or may solicit the assistance of any official of the Department to help him/her lodge such appeal.

### 3. RIGHTS TO APPROACH THE COURTS IN TERMS OF THE PROMOTION OF ADMINISTRATIVE JUSTICE ACT, 3 OF 2000 (PAJA) AND PROMOTION OF ACCESS TO INFORMATION ACT, 2 OF 2000 (PAIA)

A person who is aggrieved by the decision of the appeal tribunal of the Department, may institute proceedings in a court or tribunal for the judicial review of such administrative decision of the supply chain management systems in terms of section 6 of PAJA.

He/she may also request access to information in order to advance his/her proceedings in court.

- (a) All legal process and pleadings must be served on the Director-General, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001.
- (b) All request in terms of the Promotion of Access to Information must be submitted in writing to the Information Officer, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001 by e-mail to: [ThinavhuyoS@cogta.gov.za](mailto:ThinavhuyoS@cogta.gov.za).