

PART A INVITATION TO BID

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|--|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | NHC/04/09/2023 | CLOSING DATE: | 2023-10-10 | CLOSING TIME: | 11:00am |
| DESCRIPTION | TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| NATIONAL HERITAGE COUNCIL | | | | | |
| 1 ST FLOOR, 353 FESTIVAL STREET | | | | | |
| HATFIELD | | | | | |
| PRETORIA | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms. Corné van Huyssteen | | CONTACT PERSON | Mr. Tshepo Moeng | |
| TELEPHONE NUMBER | 012 748-3949 | | TELEPHONE NUMBER | 012 748-3949 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | c.vanhuysssteen@nhc.org.za or procurement@nhc.org.za | | E-MAIL ADDRESS | t.moeng@nhc.org.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELL PHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |



PART B

TERMS AND CONDITIONS FOR BIDDING

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| 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, 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:



nhc

National Heritage Council
SOUTH AFRICA

an agency of the
Department of Sport, Arts and Culture

NATIONAL HERITAGE COUNCIL OF SOUTH AFRICA

REQUEST TO BID PROPOSAL

BID NO: NHC/04/09/2023

TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

Closing date: **10 October 2023**

Time: **11:00**

Bidder's Name: _____

CSD Number: **MAAA**_____

THE DETAILS AND CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL, FOR CONSIDERATION AND RESPONSE BY THE RECIPIENTS ONLY

1. OVERVIEW

The National Heritage Council of South Africa is a public entity that is responsible for the preservation of the country's heritage. The important areas that the NHC focuses on are policy development for the sector to meet its transformation goals, public awareness and education, knowledge production in heritage subjects that were previously neglected, as well as making funding available to projects that place heritage as a socio-economic resource.

The National Heritage Council (NHC) is a Schedule 3A public entity that came into existence through an amendment of the Cultural Laws Second Amendment Act, Act 69 of 2001, and was officially constituted through the National Heritage Council Act, Act 11 of 1999.

The NHC requires service providers to provide Travel Management Services for a period of three (3) years, with the possibility of extension. The NHC does not guarantee exclusive procurement from the Travel Management Services company not any minimum order or quantity of services. The Travel Management Services company is expected to win over market share through the quality of services rendered and competitive prices.

2. TENDER SUBMISSION

Completed and sealed tender submissions reflecting **"NHC/04/09/2023 and the name of the bidder"** must be deposited into the Tender Box located at the **NHC Offices** situated on the **1st floor Reception at 353 Festival Street, Hatfield, Pretoria, 0028**, for the attention of **"The Supply Chain Manager"**, by no later than **11:00 am on 10 October 2023**.

This is a two-stage bidding process. The "two envelope system" will be used for this tender. One envelope shall be clearly marked "Functionality Proposal" and the other will be clearly marked "Financial Proposal". The name of the bidder and the tender number shall reflect on the sealed envelopes.

Bidders are required to submit two (2) complete documents into the tender box (**One original functionality proposal and one original financial proposal**) and **three (3) copies of the Functionality and three (3) copies of the Financial proposal**.

A USB of the complete Functionality and a USB of the complete Financial proposals shall also be submitted. The USB must contain an exact replica of the documentation submitted.

Bidders are required to securely bind the tender proposals together before being placed into each envelope. The NHC shall not be responsible for any lost documents as a result of documents not securely bounded together.

Enquiries may be directed via email, to: c.vanhuyssteen@nhc.org.za and procurement@nhc.org.za with the heading **"Bid No NHC/04/09/2023 Travel Management Services"** in the subject not later than **10 October 2023**. Failure to comply, may result in no response to bid enquiries.

3. LATE SUBMISSION

Tender documents submitted after the closing time and date, will not be considered. **No submissions sent by email or facsimile will be accepted.** Bid proposals must reach the NHC by no later than:

Closing date: **10 October 2023**

Closing time: **11:00am**

Late bid proposals will not be accepted.

4. COMPULSORY REQUIREMENTS

Bid proposals that does not comply with the following compulsory requirements, placed in the “**Functionality Proposal**” envelope, will be regarded as a non-responsive Bid proposal:

- 4.1. Valid current Tax compliance status pin code for verification of tax compliance status with SARS;
- 4.2. Only suppliers registered on the Central Supplier Database (CSD) will be considered. Suppliers must include with their quotation/proposal their Master Registration number as proof of registration on CSD.
- 4.3. Completed and signed Standard Bidding Documents (SBD) forms included with the bid document.
- 4.4. Supporting documentation for technical responses.
- 4.5. Proof of registration with professional bodies.
- 4.6. Bidders must submit valid proof of accreditation with the International Air Transport Association (IATA). A certified copy not older than six (6) months must be submitted.
- 4.7. Bidders are required to submit a certified copy of a valid Association of South African Travel Agents (ASATA) License, not older than six (6) months.

5. LEGISLATIVE FRAMEWORK OF THE BID

The following legislation, but not limited to, the following must be adhered to:

- 5.1. The Constitution of the Republic of South Africa;
- 5.2. Public Finance Management Act, 1999 (Act no 1 of 1999) as amended by Act 29 of 1999 (PFMA);
- 5.3. The Treasury Regulations (TR) issued in terms of the PFMA;
- 5.4. Compliance with National Treasury Travel Management Policy Framework for public entities and related regulations.

6. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT

No alteration, variation or amendment of the Contract (of which this bid represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective bidder, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the NHC in this bid, which shall form the offer element of a Contract and if it is accepted by the NHC, then such proposed amendments shall be clearly stipulated by the prospective bidder and where possible, stating the increase or decrease in the cost (included in “Financial proposal” involved by such proposals. The NHC reserves the right to reject such submissions.

Misrepresentation of facts will result in disqualification and cancellation of the Contract.

7. NATIONAL HERITAGE COUNCIL LIABILITY

The NHC does not bind itself to accept the lowest or any bid proposal, nor to assign any reason for the rejection of a bid proposal, not shall it be responsible for or pay expenses or losses that may be incurred by the prospective bidder in the preparation and delivery of its submission.

8. SUBMISSION ACCEPTANCE

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful bidder. Submissions shall remain open for acceptance by the NHC for a period of 90 (ninety) days from the date on which they are returnable in terms of this bid.

9. PRICES

(To be included in the “Financial Proposal” envelope.

Bidders shall indicate the basis on which the services will be charged. In this regard the following information shall be provided:

- 9.1. The bidder shall reflect service discounts that they will offer throughout the contract duration.
- 9.2. Bidders submissions must reflect the detailed breakdown of the bid price as per the pricing guide provided in the bid document.
- 9.3. Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.
- 9.4. The Bidder agrees not to change the price with VAT or any other TAX subsequent to submitting the tender. This includes subsequent VAT registration.
- 9.5. All prices quoted are to be in South African Rand (ZAR) and inclusive of Value Added Tax (VAT).
- 9.6. This is a fixed price tender. No change in the prices submitted shall be considered after the closing date of the bid or after receipt of the response to the bid submission within the validity period of the bid.
- 9.7. Bidders shall ensure that the bid price is valid for the duration of the project.
- 9.8. The Bidders shall include with the “Financial Proposal” an implementation plan linked to the pricing as per the pricing guide. No services may be rendered without the acceptance of the implementation plan in order for a NHC purchase order to be issued. No services may be rendered without a purchase order.

10. TERMS OF ENGAGEMENT

- 10.1. The successful bidder shall not take more than one (1) month from date of bid award unless otherwise indicated and agreed between the bidder and the NHC.
- 10.2. The bidder shall be available for consultation with the NHC representative.
- 10.3. The Bidder shall manage confidential all data, information and insights gained in execution of work for the NHC.

- 10.4. NHC retains the right to negotiate with the successful bidder for partial execution of the proposal.
- 10.5. NHC retains the right to enter into a non-exclusive agreement with bidders that do not restrict the procurement of goods and services from other service providers.
- 10.6. NHC retains the right to require the bidder to obtain permission in writing from the NHC prior to replacement of individuals proposed for execution of the bid.

11. CONTENTS OF THE SUBMISSION

- 11.1 Proposals shall include all relevant information about the bidder, which is thought appropriate to assist the NHC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.
- 11.2 The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:
 - 11.3.1 The breakdown of the complete terms of reference with associated cost. (Cost included as part of the “Financial proposal” envelope.
 - 11.3.2 All Standard Bidding Documents (SBD) must be completed and signed.
- 11.3 The proposals presented are to be as comprehensive as possible and NHC reserves the right to request the Bidder to provide more details.
- 11.4 Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.
- 11.5 Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.
- 11.6 **Failure to submit all the signed and completed Standard Bidding Documents and / or any required documentation will result in disqualification.**

12. APPROACH AND METHODOLOGY

Bidders should propose a comprehensive approach and methodology regarding the Travel Management Services. **Bidders should also indicate proactive goodwill services expected to be provided to the NHC.**

13. TRACK RECORD

Bidders shall provide a list of companies for which Travel Management Services have been rendered / provided for.

14. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

In terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000, the 80 / 20 principle shall be applicable to this bid and points shall be allocated as indicated under evaluation on Price and preference points. Sound evidence for points claimed must be attached so that points can be allocated.

B-BBEE status points as per level of contribution will be awarded to bidders who will submit a certified copy of B-BBEE Certificates or original B-BBEE certificates from SANAS accredited agencies and IRBA registered auditors or B-BBEE letters from an auditor or accountant.

Joint Ventures / Consortium / Partnerships must submit a B-BBEE document as indicated above for that particular entity e.g. JV or Consortium otherwise no B-BBEE points shall be awarded.

No B-BBEE points shall be awarded to a bidder who fails to comply with the above.

15. AMPLIFICATION OF SUBMISSIONS

The NHC may, after the opening of submissions, call on the prospective bidder to amplify in writing any matter which is not clear in the prospective bidder's submission and such amplification shall form part of the original submission. In the event of the prospective bidder failing to supply such information, the submission will be liable to rejection.

16. COST OF PROPOSAL

Bidders shall bear the cost associated with the preparation and submission of their proposals, the NHC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

17. BID DOCUMENTS

This document in its entirety serves as the complete bid document. Proposals offering only part of the requirements will be rejected. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

18. DOCUMENTS COMPRISING THE PROPOSAL

In preparing the technical and price components of the submissions, all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers propriety should be marked as such.

19. INFORMATION

Information that the bidder considers propriety, if any, should be clearly marked "propriety" next to the relevant part of the text and it will be treated as such accordingly.

20. PERIOD OF VALIDITY

Proposals shall remain valid for ninety (90) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the NHC on the grounds that it is non-responsive.

In exceptional circumstances, the NHC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

21. FORMAT AND SIGNING OF PROPOSALS

The Bidder shall prepare four (4) copies of the proposal, clearly marking one “Original Proposal” and three “Copies of Proposal” as appropriate, following the two-envelope system as indicated above. The four proposals (each for the Functionality and Financial Proposals) shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

22. INTERLINEATIONS

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

23. PAYMENTS

The successful bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

24. DUE DILIGENCE EXERCISE

The NHC reserves the right to perform due diligence exercise for the purpose of appointing a credible bidder.

25. CANCELLATION OF THE BID

The NHC reserves the right to cancel the bid at any time of the process should be recommended bidders fail to meet the requirements of the bid.

26. SITE INSPECTION

The NHC reserves the right to conduct a site inspection to the premises of the recommended bidder and/or the recommended bidder’s clients at any given time.

27. SUB-CONTRACTING / JOINT VENTURE BUSINESS

Bidders must ensure that both / all bidders submit their tax compliant pin numbers, standard bidding documents and Central Supplier Database report.

28. SIGNING OF THE SERVICE LEVEL AGREEMENT

The successful bidder will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the NHC.

The NHC will then send the letter of award to the preferred bidder with two (2) copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the NHC for its signature within ten (1) working days of their receipt of the said documents, failing which the NHC will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.



nhc

National Heritage Council
SOUTH AFRICA

an agency of the
Department of Sport, Arts and Culture

NATIONAL HERITAGE COUNCIL OF SOUTH AFRICA

TERMS OF REFERENCE
INVITATION TO TENDER NO: **NHC/04/09/2023**

TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

Bidder Name: _____

CSD Ref No: _____

THIS DOCUMENT ARE CONFIDENTIAL AND FOR CONSIDERATION AND RESPONSE BY THE RECORDED RECIPIENTS ONLY

1. INTRODUCTION

The National Heritage Council (NHC) is a Schedule 3A public entity and a juristic person that came into existence through an amendment of the Cultural Laws Second Amendment Act 2001 (Act 69 of 2001), and was officially constituted through the National Heritage Council Act of 1999 (Act 11 of 1999) and employing about 47 staff compliment. It is under the Department of Sport, Arts and Culture (DSAC).

The NHC is responsible for the preservation of the country's heritage. The important areas that the NHC focuses on are policy development for the sector to meet its transformation goals, public awareness and education, knowledge production in heritage subjects that were previously neglected, as well as making funding available to projects that place heritage as a socio-economic resource.

The NHC requires service providers to provide travel services for Council Members, Executive Management, Stakeholders, employees and any other person for domestic, regional and international travels for a period of three (3) years, with the possibility of discretionary extension in accordance with the applicable laws, regulations or any other relevant provision. Travel arrangements consists of air travel, hotel accommodation, airport transfers, shuttle services, car rentals or any travel related matter.

The NHC hosts several events during each financial year that will require comprehensive travel management services and any other travel related need identified pending the nature and scope of each event taking place.

The NHC does not guarantee exclusive procurement from the successful service provider or any minimum order or quantity of services as the services will be procured on as and when required basis.

2. PURPOSE

The purpose of this call for tenders is to appoint the service provider and to conclude the intended Service Level Agreement (SLA) for the travel management services which will cover, airline, train, ferry tickets and others, visa services or any travel document, and related services, amongst others, traveler insurance / delivery, validation, re-routing, assurance, confirmation, managing cancellations, refunds (for example airport tax on unused flight coupons), and preparing of suitable itineraries (including alternative routings or changes, departures and arrivals), car rentals, accommodation bookings and reservations, or any other related travel matter at most direct and lowest cost for NHC staff members and consultants, government officials and participants attending official business for the NHC and in case where the Minister(s)/executive authority or people with special needs are traveling, suitable arrangements will be required.

The service provider will be required to sign a SLA with the NHC to perform travel services specific under this Terms of Reference and agreeing to clearly identified service levels, with a probation period of at least six (6) months. The SLA will be for a period of three (3) years with the possibility of discretionary extension complying with the applicable laws, regulations and any other relevant provision.

3. OBJECTIVES

The objectives of the travel management services for a period of three (3) years is to enter into a SLA with a qualified and experienced service provider that will assist in achieving, amongst others, the following objectives:

- 3.1. Provide the NHC with travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the service levels;
- 3.2. Achieve significant cost savings for NHC without any degradation in the services;
- 3.3. Appropriately contain NHC's risk and traveler risks;
- 3.4. Provide timeous, cost effective and efficient travel management services;
- 3.5. Provide adequate support and assistance to travelers within a limited timeframe, prior to and during the travel;
- 3.6. Provide the best suitable travel booking(s) that will address the need of the NHC optimally and advise travelers on the most suitable method of transport;
- 3.7. Provide the shortest possible turn-around time for quotations, bookings and confirmations;
- 3.8. Flexible transportation within the area required;
- 3.9. In the case of non-availability, the service provider must go for what is available within the prescripts of National Treasury;
- 3.10. Provide after-hour services;
- 3.11. Provide guidance on current air or travel market situation such as on discounted fares; special offers, promotions, etc.;
- 3.12. Advice on air lines' fare policy changes including the travel risks and restrictions;
- 3.13. Where possible provide alert on current or upcoming strikes, disruptions etc.;
- 3.14. A system that is tailored for NHC and capability to offer consumer friendliness;
- 3.15. Provide access and training to NHC officials to the electronic online system to obtain quotations, confirm bookings. The system to provide access to the NHC will be an added advantage.

4. SCOPE OF WORK

The travel management services required by the NHC include, but are not limited to, the following:

- 4.1. Air Travel – Domestic

- 4.2. Air Travel – Regional and International
- 4.3. Car rental – Domestic
- 4.4. Car rental – Regional and International
- 4.5. Shuttle services – Domestic
- 4.6. Shuttle services – International
- 4.7. Accommodation – Domestic
- 4.8. Accommodation – Regional and International
- 4.9. Transfers – Domestic
- 4.10. Transfers – Regional and International
- 4.11. Coach (Bus, trains/railways) bookings
- 4.12. Conference / Events (Catering requirements might be included in the conference booking)
- 4.13. After hours without further charge
- 4.14. Parking
- 4.15. Insurance
- 4.16. Services must be available in all provinces. When a service is required in a specific province, the service provider will ensure that the nearest suitable service provider in that province, be utilized, where possible;
- 4.17. It is essential that the most cost-effective economic booking be made to address the needs of the NHC;
- 4.18. Forex and
- 4.19. Any other related services including services not mentioned elsewhere in this TOR.

5. PROJECT TIMEFRAMES

The NHC will follow, where possible, the following timeframes:

| NO | DESCRIPTION | TIMEFRAME |
|------|--|------------|
| 5.1. | Advertisement of the Bid | 2023-09-19 |
| 5.2. | Deadline for questions and/or clarifications | 2023-10-02 |

| NO | DESCRIPTION | TIMEFRAME |
|-------|--|------------|
| 5.3. | Closing the bid for bid proposals to be submitted at NHC bid box | 2023-10-10 |
| 5.4. | Opening and recording of bid proposals | 2023-10-10 |
| 5.5. | Pre-screening and evaluation of bid proposals | 2023-10-13 |
| 5.6. | Presentation by invited bidders | 2023-10-27 |
| 5.7. | Adjudication of bid | 2023-11-01 |
| 5.8. | Award of bid | 2023-11-03 |
| 5.9. | Service provider engagement meeting | 2023-11-10 |
| 5.10. | Service Level Agreement commencement date | 2023-12-01 |
| 5.11. | Training and access to online booking systems | 2023-12-08 |
| 5.12. | Travel lodge card implementation | 2023-01-15 |

The timeframes are an estimation and not confirmed.

6. SERVICE REQUIREMENTS

6.1. General

The service provider will be required to provide travel management services and the deliverables mentioned elsewhere in this ToR further include without limitation, the following:

- 6.1.1. The travel services will be provided to all travelers traveling on behalf of the NHC, locally and internationally which include employees, consultants and clients where the agreement is that the NHC is responsible for the arrangement and cost of travel.
- 6.1.2. Provide travel management services at all times and NHC will identify a contact person that will be contactable during weekends or public holidays or at night.
- 6.1.3. Provide after hours and emergency services. Bidders are required to provide the after-hours support contact details.
- 6.1.4. Familiarization with the current NHC travel processes and NHC systems within SCM and Finance unit.
- 6.1.5. Familiarization with current travel suppliers and negotiated agreements that are in place between NHC and other organizations, if any. Assist NHC with further negotiations for better deals on travel, accommodation or conference service providers.
- 6.1.6. Familiarize with current NHC travel policy and implementations of controls to ensure compliance.

- 6.1.7. Provide a facility or system for NHC to update the travelers' profiles. The bidders shall include the template as part of the bid proposal.
- 6.1.8. Manage the third party service providers by addressing service failures and complaints against these service providers adequately and to the satisfaction of the NHC.
- 6.1.9. Consolidate all invoices from travel suppliers and all supporting documents for submission at the NHC for its record keeping.
- 6.1.10. Include the services of a Travel Consultant that attend to major events to co-ordinate transport and attend to the logistical arrangements.

6.2. Reservations and Bookings

The service provider will:

- 6.2.1. Receive travel requests from NHC designated person, respond with at least three (3) quotations (confirmations) and availability for the purposes of comparison of cost and to identify the most suitable travel method that comply with the criteria provided by the traveler. Upon receipt of the relevant approval, the service provider will issue the required e-tickets and vouchers immediately and send it to the travel booker (NHC designated person) and the traveler via the agreed communication medium.
- 6.2.2. Always endeavor to make the most cost effective travel arrangements based on the request from the NHC.
- 6.2.3. Apprise themselves of all travel requirements for destinations to which travelers will be traveling and advise the traveler of alternative plans that are more cost effective and more convenient where necessary.
- 6.2.4. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- 6.2.5. Book the negotiated discounted fares and rates where possible and inform the NHC of the achieved savings.
- 6.2.6. 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 traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 6.2.7. In the event of changes or cancellation of a trip, provision must be made for the ticket to be used at a later stage (deferred) to reduce the cost in re-booking the trip.
- 6.2.8. Book parking facilities at all the required points such as the airports, hotels etc. where required for the duration of the travel.

- 6.2.9. Respond timely and process all queries, requests, changes and cancellations timeously and accurately. Bidders are required to stipulate turn-around times clearly for each type of booking.
- 6.2.10. Must be able to facilitate group bookings for meetings, conferences, events, transportation, etc.
- 6.2.11. Must issue all necessary travel documents, itineraries and vouchers timeously to travelers prior to departure date and time.
- 6.2.12. Advise the traveler of all visa and inoculation requirements well in advance.
- 6.2.13. Assist with the arrangement of foreign currency and the issuing of travel insurance.
- 6.2.14. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- 6.2.15. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- 6.2.16. Note that, unless otherwise stated, all cases include domestic, regional and international travel management services.
- 6.2.17. Process Visa applications and advise the traveler of the relevant information to be supplied where visas will be required.
- 6.2.18. Negotiated airline fares, accommodation established rates, car rental rates, etc. that are negotiated directly or established by National Treasury are **non-commissionable**, where commissions are earned for NHC on any travel management services, all these commissions should be returned to NHC on a quarterly basis.
- 6.2.19. Ensure confidentiality in respect of all travel arrangements, personal information in terms of the protecting laws and concerning all persons travelling on behalf of the NHC.
- 6.2.20. Timeous submission of proof in terms of supporting documents accompanying the invoice(s) that services have been satisfactorily delivered as per the National Treasury instructions.
- 6.2.21. The service provider is required to provide constant feedback beyond the automated response acknowledging the receipts of the travel request. The traveler needs to be provided feedback continuously during the booking process and provided after sales assistance upon arrival and departure at his/her destination.

6.3. Air travel

The service provider will:

- 6.3.1. Book full service carriers as well as low cost carriers.

- 6.3.2. Book the most cost effective airfares possible for domestic travel.
- 6.3.3. For international flights, the airline which provides the most cost effective, direct and practical routings may be used.
- 6.3.4. Shall obtain at least three (3) or more quotations where applicable to present the most cost effective and practical routing to the traveler.
- 6.3.5. Ensure that airline ticket include the applicable airline agreement number as well as the individual loyalty program number of the traveler (if applicable).
- 6.3.6. Ensure that Airline tickets are delivered electronically (SMS, WhatsApp and/or email format) to the traveler(s), CC to SCM and travel bookers promptly after booking before the departure times.
- 6.3.7. Also assist with the booking of charters for VIPs utilizing the existing National Treasury Transversal contracts where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 6.3.8. Be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund to management once a quarter or when required.
- 6.3.9. During their report period, provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 6.3.10. Ensure that travelers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 6.3.11. Assist with lounge access if and when required.
- 6.3.12. Ensure that Cancellation of air travel bookings are done promptly to guard against no show and loss.

6.4. Accommodation

The service provider will:

- 6.4.1. Obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 6.4.2. Obtain at least three or more price quotations from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as closed as possible to the venue or office or location or destination of the traveler.

- 6.4.3. Be responsible for planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed and Breakfast) in accordance with National Treasury's travel policy.
- 6.4.4. Ensure that bookings are made only with accommodation establishments with which National Treasury or NHC has negotiated corporate rates, where applicable. Should there be no rate agreement in place in the destination, or should the establishment be unable to accommodate the traveler, the service provider will source suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury.
- 6.4.5. Issue accommodation vouchers to all NHC travelers for accommodation bookings and should be invoiced to NHC as per arrangement. Such invoices should be supported by a copy of the original hotel accommodation and parking charges or any other allowable charge.
- 6.4.6. During their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the NHC.
- 6.4.7. Ensure that cancellation of accommodation bookings is done promptly to guard against no show and late cancellation fees.

6.5. Car rental and shuttle services

The service provider will:

- 6.5.1. Book the approved category vehicle in accordance with the NHC Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- 6.5.2. Advise the traveler on the best time and location for collection and return considering the traveler's specific requirements.
- 6.5.3. Ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, etc.
- 6.5.4. For international travel, offer alternative ground transportation to the traveler that may include rail, buses and transfers.
- 6.5.5. Book transfers in line with the NHC's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services or any other acceptable transfers.
- 6.5.6. Manage shuttle companies on behalf of the NHC and ensure compliance with minimum requirements and also assist in negotiating better rates with relevant shuttle companies.

- 6.5.7. During their report period, proof that negotiated rates were booked, where applicable and indicate the savings.
- 6.5.8. Provide after hours and emergency services to the NHC.
- 6.5.9. Submit quotation for unlimited kilometers when requested
- 6.5.10. Include refuel and any other charges applicable; and
- 6.5.11. Attend to all other related matters.
- 6.5.12. When making bookings for shuttle services, the service provider must ensure that the traveler is collected at the correct time and at the correct locations and dropped off at his/her destination. The shuttle services must ensure that the traveler experience a little to no inconvenience at the various accommodation facilities. The driver of the shuttle must request permission to enter the premises where barriers are in place to ensure that the traveler may be dropped off at the entrance of the accommodation facility.

6.6. After hour services

The bidder will ensure that the following requirements are included in the bid proposal:

- 6.6.1. Provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations, and changes to travel plans.
- 6.6.2. Ensure that dedicated consultant(s) shall be available to assist travelers with after hour or emergency assistance
- 6.6.3. Provide after hour services twenty-four (24) hours including weekends and Public Holidays.
- 6.6.4. Ensure that a call centre facility or after hours contact person and number is available to all travelers so that when required, unexpected changes to travel plans can be made, emergency bookings and any queries are attended to.
- 6.6.5.
- 6.6.6. Have a standard operating procedure for managing after hours and emergency services. This shall include obtaining approval/permission to proceed with the after-hours / emergency request and purchase order generation of the request within 24 hours

6.7. Communication

The service provider will:

- 6.7.1. Be required to conduct workshops and training sessions for travel bookers of NHC.
- 6.7.2. Investigate all enquiries and prompt feedback be provided in accordance with the Service Level Agreement.

- 6.7.3. Ensure sound communication with all travelers and service providers appointed to render the services to NHC travelers. Link the NHC traveler, travel coordinator, service provider in one smooth continuous workflow.

6.8. Financial Management

The service provider will:

- 6.8.1. Implement the rates negotiated by the National Treasury or NHC with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury, unless is not possible or there exist special circumstances or valid reasons not to do so.
- 6.8.2. Be responsible to manage their service provider accounts. This will include the timely receipt of invoices with all supporting documents to be presented to NHC for payment within the agreed time period. Under no circumstances will the invoice be paid without supporting original documents as proof that the service for which the claim is submitted has been satisfactorily performed.
- 6.8.3. Enable savings on total annual expenditure and this shall be reported and proof provided during monthly and quarterly reviews.
- 6.8.4. Be required to offer a 30-day bill-back account facility to NHC should a lodge card not be offered. "Bill back" refers to the supplier sending the bill back to the service provider, who in turn, invoices NHC for the services rendered.
- 6.8.5. Where pre-payments are required for smaller Bed and Breakfast / Guest house facilities, process such pre-payment(s). These payments are occasionally required at short notice and even for same day bookings.
- 6.8.6. Consolidate the travel supplier bill-back invoices.
- 6.8.7. Upon the NHC successfully obtaining and implementing a travel lodge, be responsible to process the payment of air, accommodation and ground transportation, and will be responsible to consolidate through a corporate card vendor.
- 6.8.8. Be responsible for the consolidation of invoices and supporting documentation to be provided to the NHC's Financial Management and Supply Chain Management Department on the agreed time period, weekly. This includes attaching the travel authorization and/or purchase order, as well as other supporting documentation to the invoices reflected on the service provider bill-back report or the credit card statement.
- 6.8.9. Ensure the travel supplier accounts are settled timeously to prevent possible NHC's reputational damage.
- 6.8.10. No invoice shall be settled without supporting documents as proof of service rendered.

7. TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

- 7.1. The service provider should have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 7.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimize the services and related fees. NHC must be provided access and training to the system prior to implementation of the SLA.
- 7.3. All management information and data input should be accurate.
- 7.4. The service provider is required to provide NHC 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.
- 7.5. The reports must be accurate and be provided as per the NHC's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation, service fee, etc.)
- 7.6. The NHC may request the service provider to provide additional management reports at no extra costs to the NHC.
- 7.7. Reports must be available in an electronic format, compatible with Microsoft, for example presented in Microsoft Excel.
- 7.8. Reports in terms of the SLA must be provided on the agreed date. The reports will include, but is not limited to, the following:
 - 7.8.1. Travel reports
 - a) After hours' report;
 - b) Compliments and complaints;
 - c) Consultant productivity report;
 - d) Long term accommodation and car rental;
 - e) Extension of business travel to include leisure;
 - f) Upgrade of class of travel (air, accommodation and ground transportation); and
 - g) Bookings outside travel policy (deviation with reasons) if no prior approval of the NHC was obtained).
 - h) Report on missed flights with details of the traveler and the trip

7.8.2. Financial reports

- 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 on monthly basis;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Statement Plan (BSP) report;
- j) Refund log;
- k) Open voucher report; and
- l) Open age invoice analysis.

7.9. The service provider will implement all the necessary processes and programmers to ensure that all the data is secured at all times and not accessible by any unauthorized parties without the NHC's permission.

7.10. The service provider should make use of enabled communication platform by ensuring that they have access to use such platforms like Skype or WhatsApp applications to establish contact with travelers when required.

8. ACCOUNT MANAGEMENT

8.1. An Account Management structure should be in place to respond to the needs and requirements of the NHC and act as a liaison for handling all matters with regard to delivery of services in terms of the SLA.

8.2. The service provider is responsible to appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the NHC's account.

8.3. The necessary processes should be implemented to ensure good quality management and ensuring traveler satisfaction at all times. The service provider must conduct annual traveler survey satisfaction which shall be submitted to the NHC.

- 8.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the service provider and other travel service providers including the actions taken to resolve such complaint(s).
- 8.5. Ensure that the NHC's Travel Policy is enforced.
- 8.6. The Service Level Agreement (SLA) must be managed and annual customer satisfaction surveys conducted to measure the performance of the service provider.
- 8.7. Ensure that workshops/training are provided to NHC, where required, during the period of rendering travel management services to the NHC.
- 8.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

9. VALUE ADDED SERVICES

The service provider must provide, but not limited to, the following value-added services:

- 9.1. Destination information for local, regional and international destinations:
 - a) Health warnings;
 - b) Weather forecasts;
 - c) Places of Interest;
 - d) Visa information;
 - e) Travel alerts;
 - f) Location of hotels and restaurants;
 - g) Information including the cost of public transport;
 - h) Rules and procedures of the airports;
 - i) Business etiquette specific to the country;
 - j) Airline baggage policy; and
 - k) Supplier updates.
 - l) If possible, the country's inhabitants' culture.
- 9.2. Electronic voucher retrieval via web and smart phones;
- 9.3. SMS notifications for travel confirmations;

- 9.4. Travel audits;
- 9.5. Global Travel Risk Management;
- 9.6. Services for travelers that include but is not limited to check-in support.
- 9.7. Provide online check-in support and assistance to travelers (On request).

10. COST MANAGEMENT

- 10.1. The National Treasury cost containment initiative and the NHC's Travel Policy is establishing a basis for a cost savings culture.
- 10.2. It is the obligation of the service provider 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.
- 10.3. The service provider must take note that the costs as indicated in the National Treasury Framework is a guide on the maximum charges that are allowed. Should a more cost effective option be available, the service provider is required to include it in the quotations.
- 10.4. The service provider plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveler satisfaction.
- 10.5. The service provider 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 NHC's Travel Policy to ensure that the Traveler reaches his/her destination safely, in reasonable comfort, with no disruption, cost effectively and in time to carry out his/her business.

11. QUARTERLY AND ANNUAL TRAVEL REVIEWS

The service provider is required to provide quarterly and annual reviews as stipulated below:

- 11.1 Compile and present quarterly reviews on all NHC travel activity in the previous three-month period. These reviews are comprehensive and presented to NHC's travel management and Finance teams as part of the performance management reviews based on the service levels.
- 11.2 Compile and present annual reviews to NHC's presentative as stipulated in the SLA.
- 11.3 The travel reviews will include, without limitation, the following information:
 - a) Total travel expenditure;
 - b) Air / flight expenditure analysis;
 - c) Accommodation expenditure analysis;
 - d) Car hire expenditure analysis;

- e) Top travelers;
- f) Top suppliers;
- g) Top after hour users;
- h) Savings report;
- i) Refunds report;
- j) After hour report;
- k) Most common routes, Domestic and International;
- l) Number of transactions;
- m) Advance booking analysis;
- n) Pre-payments bookings analysis, if any;
- o) Booking payables (liabilities) if any;
- p) Fruitless and wasteful expenditure, if any, caused by for example no show, late cancellation, missed flights or any other action that resulted in an expenditure with no benefit etc.; and
- q) Number of deviations from the guided procurement and reasons for deviation.

11.4 The successful service provider must have delivered on all the travel agency services as specified in this document.

12. MANDATORY SUBMISSION REQUIREMENTS

All bids that fail to attach the required documentation, will be disqualified.

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|------|--|---------------------------------|----------------------------------|
| 12.1 | Bidders must submit at least three (3) detailed written reference letters where travel management services were undertaken with at least one of the contract at a minimum of R 800,000.00 during the past three (3) years. | | |
| 12.2 | Bidders must submit a company profile, indicating at least the following: 12.2.1 The nature of the business, | | |

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|------|---|---------------------------------|--|
| | 12.2.2 Company address and contact, 12.2.3 Ownership and shareholders 12.2.4 Size of the company; 12.2.5 Organizational structure in a flow chart; and 12.2.6 Track record of the bidder | | |
| 12.3 | Bidders are required to demonstrate their capabilities for providing the Travel Management Services by means of a Company profile with the following information included, but not limited to: <ul style="list-style-type: none"> - List of current clients and their contact details - Organizational structure of the company in a flow chart format - Organizational structure of the engagement team in a flow chart format - Number of travel bookings serviced per day - Average turn-around time for these bookings - Number of consultants for these bookings - Number of clients per day - Statistical information on bookings | | |
| 12.4 | Bidders are required to indicate the turn-around time for bookings to be made and confirmed from the issue of the purchase order or confirmation of booking. Turn-around times exceeding 4 hours will not be considered. Where a traveler is waiting for E-tickets changes at the airport, more than thirty (30) minutes will not be acceptable | | |
| 12.5 | Bidders must submit a comprehensive audited or independently reviewed financial statements for the last three (3) completed financial years (with comparative figures). | | |

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|---|--|------------------------------|----------------------------------|
| 12.6 | Bidders must submit the CV of the proposed dedicated Account or Business Manager with a minimum of three (3) years individual relevant experience. | | |
| 12.7 | Bidders must submit a sample of the management reports showcasing the capability of the administrative system in place. Details of the administrative system must be provided. | | |
| 12.8 | Bidders must submit valid proof of accreditation with the International Air Transport Association (IATA). A certified copy not older than six (6) months must be submitted. | | |
| 12.9 | Bidders are required to submit a certified copy of a valid Association of South African Travel Agents (ASATA) License, not older than 6 months. | | |
| <p>I, _____ (Name) in my capacity as _____ signed on _____ day in _____ 2023 _____ (Signature) duly authorized by the bidding company, hereby confirm that I have read and complied with the above mandatory requirements.</p> | | | |

13. MANDATORY FUNCTIONAL REQUIREMENTS

Bidders must include supporting documentation or an explanation on how their proposal will meet the following criteria.

Bidders must, however, still indicate "Yes" in the fields as well as provide some documentation or an explanation on each point. Failure to comply may result in disqualification.

Bids must comply with all these criteria to proceed to the functionality evaluation phase.

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|--------|---|------------------------------|----------------------------------|
| 13.1 | Bidders must possess a minimum of five (5) years' travel management experience in each of the following travel agency services: | | |
| 13.1.1 | Booking of domestic and international air travel services | | |
| 13.1.2 | Facilitating the provision of domestic and international accommodation services | | |
| 13.1.3 | Facilitating the provision of conference facility services | | |

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|--------|--|------------------------------|----------------------------------|
| 13.1.4 | Procuring domestic and international rental vehicles and booking shuttle services / land transport | | |
| 13.1.5 | Administering of passports, visas and international drivers' licenses and travel insurances. | | |
| 13.2 | Bidders will be required to have an electronic administrative system in place that can produce inter alia monthly management reports. | | |
| 13.3 | Bidders must be able to carry a thirty (30) day bill back account with an estimated value of R 2 million for all fees and costs of accommodation, flights, car hire, shuttle services and conferences / workshops. | | |
| 13.4 | Bidders must have a 24/7/365 call centre facility or after hours contact person and number to all travelers so that, when required, unexpected changes to travel plans can be made and emergency bookings attended to (e.g. After hours call report, invoices or any other proof of the 24-hour call centre) | | |
| 13.5 | Financial management: | | |
| | Enable savings on total annual travel expenditure and this should be reported and proof provided during monthly and quarterly reviews. | | |
| 13.6 | Technology, Management Information and Reporting: | | |
| | a) Have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools | | |
| | b) Ensure that all management information and data input is accurate and data integrity is guaranteed | | |
| | c) Provide the NHC with a minimum of three standard monthly reports that are in line with the Government's Cost Containment Instructions reporting template requirements at no cost. | | |
| | d) Provide reports that are accurate and are according to NHC's specific requirements at the agreed time. Information must be available to reflect detail including the name of the | | |

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|----|---|------------------------------|----------------------------------|
| | traveler, data of travel, expenditure category (example air travel, shuttle, accommodation, service fee) | | |
| | e) Reports in terms of the SLA must be provided on the agreed date. It will include but not limited to the following: | | |
| | i. Travel: <ul style="list-style-type: none"> - After hours' service report; - Compliments and complaints; - Service provider employee Productivity report; - accommodation and car rental stating the length of the booking - Extension of business travel to include leisure; - Upgrade of class of travel (air, accommodation and ground transportation) and MIS report - Bookings outside (deviation) NHC's travel policy. | | |
| | ii. Finance: <ul style="list-style-type: none"> - Reconciliation of commissions / rebates or any volume driven incentives; - Creditor's ageing report; - Creditor's summary payments; - Daily invoices; - Reconciled reports for Travel Lodge card statement, where applicable; - No show report with reasons; | | |

| No | Description of requirement | Indicate compliance Yes / No | Comment or reference to proposal |
|------|--|------------------------------|----------------------------------|
| | <ul style="list-style-type: none"> - Cancellation report with reasons; - Receipt delivery report; - Monthly Bank Statement Plan Report (BSPR), where applicable; - Refund log; - Open voucher report; and - Open age invoice / analysis. | | |
| 13.7 | Account Management: | | |
| | a) Ensure that an Account Management structure is put in place to respond to the needs and requirements of NHC and act as a liaison for handling all matters with regard to the delivery of services in terms of the SLA. | | |
| | b) The necessary processes must be implemented to ensure good quality management and ensuring traveler satisfaction at all times. | | |
| | c) Ensure that NHC Travel policy and other relevant provisions are enforced | | |
| | d) Ensure that workshops / training are provided to travelers and/or support staff, as required, during the period that the service provider renders travel management services to the NHC. | | |
| | e) Present, during reviews, comprehensive reports on the travel expenditure and the performance in terms of the SLA | | |
| | f) Can the service provider comply with the NHC monthly reporting requirements? Describe the compatibility of your online solution to fully integrate into NHC financial system (Sage Evolution). Indicate the turn-around time to complete the process and a breakdown of the expected cost that will be associated with it (in the case that NHC decide to integrate). | | |

14. ADDITIONAL INFORMATION

Bidders are required to include detailed information on the following:

| No | Description of required additional information to be included | Indicate compliance Yes / No | Comment or reference to proposal |
|--------|--|------------------------------|----------------------------------|
| 14.1 | Bidders must provide highly skilled and qualified human resources to fulfill render the services as stipulated in the bid document. Bidder must clearly indicate the employees in the company and provide a brief description of each employee's roles and responsibilities that will be assigned to them should the bidder be successful.: | | |
| 14.2 | Travel management services: | | |
| 14.2.1 | The successful service provider must: | | |
| | a) Manage third party service providers by addressing service failures, complaints and service delivery improvements related to service providers. | | |
| | b) Consolidate and verify accuracy of all invoices from other related service providers | | |
| | c) Submit invoices in a timely manner as per NHC's instructions | | |
| | d) Provide NHC with Management Information System (MIS) reports on a monthly basis | | |
| | e) Assist with further negotiations with service providers in the travel, hospitality and related industries to improve value for money. The successful service provider will be required to familiarize themselves with current travel suppliers and negotiated agreements that are in place between National Treasury and third parties, where applicable. | | |
| | f) Be flexible to accept travel bookings telephonically and paperwork afterwards | | |
| | g) Provide the process flow for each type of bookings with turn-around times | | |
| 14.2.2 | Reservations: | | |

| No | Description of required additional information to be included | Indicate compliance Yes / No | Comment or reference to proposal |
|--------|--|------------------------------|----------------------------------|
| | a) Must always endeavor to make the most cost effective travel arrangements based on the request from the NHC on behalf of the traveler | | |
| | b) Obtain a minimum of three (3) price comparisons for all travel requests | | |
| | c) Ensure confidentiality in respect of all travel arrangements concerning all persons requested to travel by NHC and further consider the protective laws on personal information | | |
| | d) 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 traveler's official trip. When necessary, e-tickets and billing shall be modified and re-issued to reflect these changes. | | |
| | e) Respond efficiently and process all queries, requests, changes and cancellations timeously and accurately. | | |
| 14.2.3 | Air travel | | |
| | a) Provide proof, during their report period, that bookings were made against the discounted rates on the published fares, where applicable and/or in line with the SLA between National Treasury and the airline companies | | |
| | b) Obtain three (3) or more price comparisons where applicable to present the most cost effective and practical routing for the traveler. | | |
| | c) Ensure that travelers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.) | | |
| | d) Where a booking needs to be cancelled, the successful service provider will enquire from the | | |

| No | Description of required additional information to be included | Indicate compliance Yes / No | Comment or reference to proposal |
|--------|---|------------------------------|----------------------------------|
| | canceling traveler whether he/she will be required to take the trip to the same destination before the forfeiture period (which may differ from airline to airline). If the confirmation is received, the ticket may not be cancelled and must remain available for the ticket to be used. Regular follow-ups must be made on "open tickets" to ensure that they are cancelled when not required. The service provide shall indicate the period that an E-ticket is available to be used before forfeiture. | | |
| 14.2.4 | Accommodation: | | |
| | a) Online price comparisons within the maximum allowable rate matrix as per the cost containment instructions of the government. | | |
| | b) Obtain at least three (3) price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is most convenient and appropriate located in terms of the business requirements of the traveler. This includes planning, booking, confirming and amendment of accommodation with any establishment (hotel group, private hotel, guest house or Bed and Breakfast) in accordance with NHC's travel policy. | | |
| | c) Ensure that accommodation reservations include bed and breakfast as a minimum requirement and dinner, where available. Where breakfast, lunch and/or dinner is included, it must be clearly specified in the quotation. | | |
| 14.2.5 | Car rental and shuttle services: | | |
| | a) Ensure that relevant information, such as e-tolls, refueling, keys, rental agreements, damages and accidents, etc. is shared with | | |

| No | Description of required additional information to be included | Indicate compliance Yes / No | Comment or reference to proposal |
|--------|--|------------------------------|----------------------------------|
| | travelers regarding rental vehicles | | |
| | <p>b) Assist in negotiating better rates with relevant shuttle service providers.</p> <p>Poor performance of shuttle companies must be recorded by the service provider and NHC must be provided with alternate service providers.</p> | | |
| | <p>c) The successful service provider will ensure that the NHC receives the required transportation for traveling to various areas, taking into consideration the number of travelers and the period that the vehicle is booked.</p> <p>Ensure that the rental company is provided with the details on the destination and the period of vehicle to be rented to make provision for the estimated number of kilometers travelled or quote for an unlimited number of kilometers and quotations must include, amongst others, this information.</p> | | |
| 14.2.6 | Communication: | | |
| | a) Maintain the highest level of professionalism and customer service in all communication with travelers and travel booker. | | |
| | b) Ensure sound communication with all travelers and service providers. Link the traveler, travel coordinator, service provider in one smooth continuous workflow. | | |
| 14.2.7 | Cost management: | | |
| | Have an in-depth knowledge of the relevant supplier(s) products, to be able to provide the best option and alternatives that are in accordance with NHC's travel policy to ensure that the traveler reaches his / her destination safely, in reasonable comfort, with no disruption, cost effectively and in time to carry out his / her business. | | |

| No | Description of required additional information to be included | Indicate compliance Yes / No | Comment or reference to proposal |
|---|---|------------------------------|----------------------------------|
| 14.3 | The service provider will be required to enter into a SLA with the NHC, with a probation period of at least six (6) months. | | |
| <p>I, _____ (Name) in my capacity as _____ signed on _____ day in _____ 2023 _____ (Signature) duly authorized by the bidding company, hereby confirm that I have read and complied with the above mandatory requirements.</p> | | | |

15. TRAVEL VOLUMES

The NHC's travel volumes include air travel, accommodation, conferences, forex, car rental, shuttles, etc. as indicated in this document. To assist with the preparation of the bid proposals, the below table provides details on the number of transactions for a period of 1 year (2022-09-13 to 2023-09-12):

| No | Service category | Estimated number of transactions over 1 year | Expenditure for 1 year |
|------|---------------------------------|--|------------------------|
| 15.1 | Accommodation | 221 | 544,473.25 |
| 15.2 | Air travel | 165 | 705,744.55 |
| 15.3 | Bus hire | 1 | 45,539.00 |
| 15.4 | Car hire | 126 | 622,035.30 |
| 15.5 | Conference / Workshop | 23 | 469,622.54 |
| 15.6 | Shuttle services | 147 | 438,721.05 |
| | Total estimate per annum | | R 2,826,135.69 |

16. EVALUATION PROCESS AND CRITERIA

All quotations will be evaluated based on compliance with compulsory requirements, compliance with specifications / Terms of Reference, Presentation and the 80/20 preference point system prescribed by the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations.

The evaluation will be performed according to the following stages:

16.1 Evaluation Stage One (1):

Compliance with administrative requirements stated in the standard bidding documents and mandatory requirements as listed on under the 12 and 13. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation.

16.2 Evaluation Stage Two (2): Technical Functionality Criteria

Stage Two is the Functionality criteria, which is split into two technical evaluation and presentation with a total of 100 points. The total minimum threshold is 70 out of 100, i.e. in the technical evaluation stage, bidders are expected to obtain a minimum of 56 out of 80 points to be invited for presentations. All bidders that fail to score the minimum score will not proceed to the next evaluation stage. From the presentations, bidders are expected to obtain a minimum of 14 out of 20 points to be invited to proceed. All bidders that fail to score the minimum score will not proceed to the next evaluation stage.

| No | TECHNICAL EVALUATION CRITERION | WEIGHT | POINTS ALLOCATED |
|----------------|--|-----------|------------------|
| 16.2.1. | Team Experience | 40 | |
| | Number of years' experience in the travel industry obtained from public sector and corporate institutions. The points will be allocated based on the combined / joint experience of the key personnel or team. Bidders must include the CV's of each key member of the team | | |
| | - More than 16 years' combined experience | | 40 |
| | - 14 to 16 years' combined experience | | 30 |
| | - 11 to 13 years' combined experience | | 20 |
| | - 5 to 10 years' combined experience | | 10 |
| | - Less than 5 years' combined experience | | 5 |
| 16.2.2. | Technology, Management and Reporting | 20 | |
| | Bidders are required to provide detailed information on the following <ul style="list-style-type: none"> Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking Tool (SBT) as offered as part of the bid proposal. Describe how you will manage data and management information such as travelers' profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveler behaviour, transaction level data, MIS reports, etc. Points will be allocated based on the process flow, the reports extracted from the system, information available on the system, management data and analysis in the MIS reports. | | |
| | - Excellent | | 20 |
| | - Very good | | 15 |

| No | TECHNICAL EVALUATION CRITERION | WEIGHT | POINTS ALLOCATED |
|--|--|-----------|------------------|
| | - Good | | 10 |
| | - Not good | | 5 |
| | - Poor | | 1 |
| 16.2.3. | After hour bookings (24/7/365) | 30 | |
| | <p>Bidders are to demonstrate the flexibility of bookings, tools available and the resources to render services at any given time to any number of travelers based on the following scenario:</p> <ul style="list-style-type: none"> • Staff availability and number of staff on after hour team • Accessibility to after hour services and the method to gain access • Management of after hour approvals • Turn-around time • After hour fees at no cost <p>Points will be allocated based on the turn-around time, availability of the consultants after hours and the number of consultants</p> | | |
| | - Bookings made and confirmed within 24 hours | | 30 |
| | - Bookings made and confirmed in more than 24 hours with one (1) consultant | | 5 |
| | TOTAL | 80 | |
| | MINIMUM THRESHOLD | 56 | |
| BIDDERS NEED TO REACH A MINIMUM OF 56 (70%) TO QUALIFY TO THE NEXT STAGE OF EVALUATION (PRESENTATION) | | | |

Only bidders that obtain a score of 56 or more out of 80 (70%), will be invited to the NHC to provide a presentation at a specific date and time that will be communicated.

16.3 Evaluation Stage Two (2): Presentation Evaluation Criteria

Presentations must be at least 15 minutes but not exceeding 30 minutes

The content of the presentation must include, amongst others but not limited to, the following:

- Overview of the company and provide information on the services rendered to public sector within the period specified in this bid document.
- Introduction of the team

- c) Process flow proposed for bookings
- d) Value added services
- e) The proposal offered, highlighting the following:
 - i. Accessibility of the system
 - ii. User-friendly
 - iii. Flexibility
 - iv. Addressing the needs and objectives of NHC as highlighting in this document
 - v. Incorporation of the travel lodge card and process flow for the use of the card
 - vi. Possible integration with Sage Evolution, if required
 - vii. Reporting
 - viii. How will challenges and complaints be addressed
 - ix. After hour service processes
 - x. Financial reporting

The visual presentations will be evaluated on the following criteria:

| No | PRESENTATION EVALUATION CRITERION | WEIGHT | POINTS ALLOCATED |
|--------|--|----------|------------------|
| 16.3.1 | Value added services: Provide information on any value-added services that can be offered to the NHC | 5 | |
| | - Offered more than three (3) value-added services | | 5 |
| | - Offered two (2) value-added services | | 3 |
| | - Offered less than two (2) value-added services | | 1 |
| 16.3.2 | Cost saving strategy: Describe and provide examples of cost saving initiatives implemented and achieved at previous public entities. Indicate what items were targeted for maximum cost saving results | 5 | |
| | - More than 15% cost saving achieved | | 5 |
| | - Between 10 – 15% cost saving achieved | | 4 |
| | - Between 7 – 10% cost saving achieved | | 3 |
| | - Between 4 – 7% cost saving achieved | | 2 |

| No | PRESENTATION EVALUATION CRITERION | WEIGHT | POINTS ALLOCATED |
|--|---|-----------|------------------|
| | - Less than 4% cost saving achieved | | 1 |
| 16.3.3 | Visual presentation as stipulated above in 14.3 (d) taking into consideration the quality of the material and video | 10 | |
| | - Addressing all the aspects raised in point 14.3 (d) as stipulated and exceeding expectation, including meeting the timeframes for implementation and training | | 10 |
| | - Addressing 80% the aspects raised in point 14.3 (d) as stipulated and exceeding expectation, including meeting the timeframes for implementation and training | | 8 |
| | - Addressing 65% the aspects raised in point 14.3 (d) as stipulated, including meeting the timeframes for implementation and training | | 6 |
| | - Addressing 40% the aspects raised in point 14.3 (d) as stipulated, including meeting the timeframes for implementation and training | | 4 |
| | - Addressing less than 40% the aspects raised in point 14.3 (d) as stipulated, and/or not meeting the targets stipulated | | 2 |
| | TOTAL | 20 | |
| | MINIMUM THRESHOLD | 12 | |
| BIDDERS NEED TO OBTAIN A MINIMUM OF 14 (70%) OUT OF 20 TO QUALIFY TO THE NEXT STAGE OF EVALUATION | | | |

Only bidders that score 12 or more out of 20 will be considered for evaluation on price and the strategic goals.

16.4 Evaluation Stage Four (4):

All quotations will be evaluated based on compliance with compulsory requirements, compliance with specifications / Terms of Reference and the 80/20 preference point system prescribed by the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations. The lowest acceptable price will score 80 points; the 20 points according to the preference points will be allocated as follows:

| No | Price and Preference Points Evaluation Criteria | Weight | Points allocated |
|---------|---|--------|------------------|
| 16.4.1. | Price | | |
| | Bidders must submit a comprehensive and detailed line-item (VAT inclusive) budget, as well as proposed hours and rates of personnel involved with reference to different levels of proposed resources to be utilized and an estimate of the recoverable expenses. (Pricing guide in 9.4 is applicable). | | 80 |

| No | Price and Preference Points Evaluation Criteria | Weight | Points allocated | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|--|------------------------------|------------------|--------------------------------|----|--------------------------------|---|--------------------------------|---|--------------------------------|---|--------------------------------|---|--------------------------------|---|--------------------------------|---|--------------------------------|---|--------------------------------|---|----|----|
| 16.4.2. | Preference Points | | | | | | | | | | | | | | | | | | | | | | |
| | <p>The promotion of entities that are B-BBEE compliant. Points will be allocated as follows:</p> <table><tr><th>B-BBEE Level of Contribution</th><th>Points allocated</th></tr><tr><td>B-BBEE level of contribution 1</td><td>10</td></tr><tr><td>B-BBEE level of contribution 2</td><td>8</td></tr><tr><td>B-BBEE level of contribution 3</td><td>6</td></tr><tr><td>B-BBEE level of contribution 4</td><td>5</td></tr><tr><td>B-BBEE level of contribution 5</td><td>4</td></tr><tr><td>B-BBEE level of contribution 6</td><td>3</td></tr><tr><td>B-BBEE level of contribution 7</td><td>2</td></tr><tr><td>B-BBEE level of contribution 8</td><td>1</td></tr><tr><td>B-BBEE level of contribution 9</td><td>0</td></tr></table> <p>Only bidders that submit a valid current certified copy of the B-BBEE Certificate or original B-BBEE certificate issued by the verification agency accredited by SANAS or Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in terms of (EMEs), will be considered for scoring.</p> | B-BBEE Level of Contribution | Points allocated | B-BBEE level of contribution 1 | 10 | B-BBEE level of contribution 2 | 8 | B-BBEE level of contribution 3 | 6 | B-BBEE level of contribution 4 | 5 | B-BBEE level of contribution 5 | 4 | B-BBEE level of contribution 6 | 3 | B-BBEE level of contribution 7 | 2 | B-BBEE level of contribution 8 | 1 | B-BBEE level of contribution 9 | 0 | 10 | 20 |
| B-BBEE Level of Contribution | Points allocated | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 1 | 10 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 2 | 8 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 3 | 6 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 4 | 5 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 5 | 4 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 6 | 3 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 7 | 2 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 8 | 1 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE level of contribution 9 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| | The promotion of woman owned enterprises based on the percentage owned | 10 | | | | | | | | | | | | | | | | | | | | | |
| | Total achievable score | | 100 | | | | | | | | | | | | | | | | | | | | |

The formula for the calculation on the price and strategic goals as per the 80/20 principle will be performed as per the following formula:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The bidder who complies with all the requirements and scored the highest points, will be considered for appointment.

17. THE RESPONSES (BID PROPOSALS)

Bidders' responses must be submitted as outlined in the standard bidding documents.

17.1 BIDDERS' CONTACT DETAILS

- 17.1.1. Specify name, position, address and other contact details (e-mail, telephone, mobile number) of the person within the bidder's organization responsible for leading the bid process and to whom all correspondence should be directed.
- 17.1.2. Who, within the bidder's organization, will be authorized to conduct the SLA negotiations and sign the eventual SLA.

17.2 BIDDERS' PROFILE

- 17.2.1. Bidder's name and address
- 17.2.2. Company / organizational structure in flow chart format
- 17.2.3. Commencement date of business
- 17.2.4. Certificate of Incorporation
- 17.2.5. Consent letters for personnel to be assigned to the project, who are not employed by the bidder.

18. PRICING STRUCTURE

Bidders must ensure that they adhere to the pricing structure provided. This information must be included in the Financial proposal.

- 18.1. All pricing must be quoted in South Africa Rand (ZAR) and must be inclusive of Value Added Tax (VAT).
- 18.2. Bidders are further requested to indicate their price in all elements listed on the pricing structure in Annexure B.
- 18.3. NHC reserves the right to negotiate rates submitted by bidders. NHC will determine which price is the most suitable.
- 18.4. Prices must remain fixed for the duration of the SLA. The pricing schedules below must be completed.
 - 18.4.1 Off-site option:
 - a) The transaction fee must be an agreed fixed amount per service. The fee must be linked to the cost involved in determining the service and not a percentage of the value or cost of the service provided by third party service providers.
 - b) Bidders must further indicate the estimated percentage split between Traditional booking and On-line bookings.
 - 18.4.2 Off-site Entitlement Travel Service Fees:

A bundles fee must be charged for Member Entitlement Travel. This fee is charged per traveler and covers all possible costs that might be incurred for a booking. The only other fee that can be charged is the cancellation fee of the airline for a refunded ticket which is added to a refund invoice.

NB: Annexure B – Pricing schedule to be completed by bidder:

Template B1: Transaction fee model – Off-site services

19. SPECIFIC CONDITIONS

- 19.1 Where a joint venture / partnership submits an offer for this bid, a joint venture / partnership agreement must be attached, which specified the names of the companies that have formed the joint venture / partnership, the name of the joint venture / partnership. Companies that are members of the joint venture / partnership will be individually required to comply with tax compliance requirements by SARS.
- 19.2 Bidders must certify that the personnel identified in its response to this bid will be the persons actually assigned to NHC. Any changes in the personnel from those identified in the response to this bid must be approved by NHC. NHC may, at its discretion, require the removal and replacement of any of the service provider's personnel who do not perform adequately. The replacement personnel must meet the same minimum requirements outlined in this document.
- 19.3 Where bidders have indicated "YES" in section 11 and 12 of this bid document, proof must be submitted with their bid offers (where applicable). Failure to submit proof will disqualify a bid.
- 19.4 Prospective bidders may submit their questions to procurement@nhc.org.za. All questions and responses will be updated on the eTender portal. Bidders are required to ensure that they consult with the eTender portal regularly.
- 19.5 NHC may request bidders to provide additional pricing information to be utilized for comparative purposes during evaluations.
- 19.6 NHC reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.
- 19.7 NHC reserves the right not to award this bid in total or part thereof.
- 19.8 NHC reserves the right to award this bid to one or more bidders.
- 19.9 NHC reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder if such bidder has been awarded a bid by NHC or has performed services for NHC, during the last 12 months prior to the closing date of the bid.
- 19.10 The successful bidder(s) must be willing to sign a confidentiality or non-disclosure agreement.
- 19.11 The successful bidder(s) must enter into a formal Service Level Agreement (SLA) with the NHC upon appointment.
- 19.12 The SLA must be managed and customer satisfaction surveys must be conducted to measure the performance of the service provider.

- 19.13 All relevant clearances and/or memberships must be submitted to NHC upon the renewal throughout the duration of the SLA.
- 19.14 All times referred to in this document are South African Standard Time (SAST).
- 19.15 NHC does not guarantee exclusive procurement from the service provider nor any minimum order or quantity of services. The service provider is expected to win over market share through its quality service and competitive prices.
- 19.16 NHC may request the service provider to provide additional management reports. Reports should be available in an electronic format, for example Microsoft Excel. The system and reports must be compatible with Microsoft.
- 19.17 For international flights, the airline which provides the most cost effective and practical routings must be used.
- 19.18 For international travel, the service provider may offer alternative ground transportation to travelers that may include rail, buses and transfers.
- 19.19 The airline ticket must include the applicable airline agreement number as well as the individual loyalty program number of the traveler (if applicable).
- 19.20 Airline tickets must be delivered electronically (SMS and/or email format) to the traveler and support staff promptly after booking before the departure times.
- 19.21 Cancellation of accommodation bookings must be done promptly to avoid no show and late cancellation fees.
- 19.22 Where pre-payments are required for smaller Bed & breakfast / guest House facilities, these will be processed by the service provider. These are occasionally required at short notice and even for same day bookings.
- 19.23 In a travel lodge card is used by the NHC, the service provider will be responsible to process the payment of accommodation and ground transportation through the travel lodge card and will also be responsible to consolidate the lodge card statements, full bill-back.
- 19.24 The National Treasury Cost Containment initiative and the NHC travel policy establishes a basis for a cost savings' culture. It is the obligation of the service provider 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. The service provider plays a pivotal role in providing high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveler satisfaction.
- 19.25 In terms of Section 4(1) 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 SLA(s) or was/were involved with:
 - 19.25.1 Directly or indirectly fixing a purchase or selling price or any other trading condition;

- 19.25.2 Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- 19.25.3 Collusive bidding.
- 19.26 If a bidder(s) or SLA(s) or on the judgement of the purchase, has/have engages in any of the restrictive practices referred to above, the purchase may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the SLA in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated by the Competition Act No 89 of 1998.
- 19.27 NHC supports the spirit of Broad-Based 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 NHC condemns any form on fronting.
- 19.28 NHC, in ensuring that bidders conduct themselves in an honest will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries / investigations to determine the accuracy of the representation made in the 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 / SLA or to provide that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / SLA and may also result in the restriction of the bidder / SLA or to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the NHC have against the bidder / SLA or concerned.
- 19.29 All stakeholders in NHC must take appropriate steps to ensure maximum protection of themselves and other persons against the spread of any pandemic as well as other communicable diseases.

ANNEXURE A

REFERENCES' TEMPLATE FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES

(TO BE COMPLETED BY BIDDER'S REFERENCES WITH THEIR LETTERHEAD AND / OR STAMP)

Bidder's Name: _____

Date of SLA completion: _____ Total value of SLA: _____

1. Skill level and professionalism of team members assigned:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

2. Quality of services provided:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

3. Turn-around times during normal office hours for bookings of domestic & international air travel, car hire, accommodation and/or shuttle services:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

4. Turn-around times during after hours, weekends & public holidays for bookings of domestic & international air travel, car hire, accommodation and/or shuttle services:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

5. Ability to handle / manage urgent bookings for domestic & international air travel, car hire, accommodation and / or shuttle services:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

6. Ability to manage / handle group bookings for domestic & international air travel, car hire, accommodation and / or shuttles:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

7. Problem resolution skills and turn-around times:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

8. Additional value adds and supplementary benefits for using the service provider:

| Very good | Good | Average | Below Average | Poor |
|-----------|------|---------|---------------|------|
| 5 | 4 | 3 | 2 | 1 |

STAMP BY BIDDER'S
REFERENCE

NAME AND POSITION OF AUTHORIZED SIGNATORY

SIGNATURE: _____ DATE: _____

COMPANY: _____

ANNEXURE B – PRICING SCHEDULES

TEMPLATE B1: TRANSACTION FEE MODEL

Pricing must be indicated for the 36 months as required, inclusive of all taxes and escalations.

1. TRANSACTION FEES

| ITEM | TRANSACTION TYPE | ESTIMATED TRAVEL VOLUMES | TRANSACTIONAL BOOKINGS | | ONLINE BOOKINGS | |
|-------|--|--------------------------|------------------------|------------------------|-----------------------|------------------------|
| | | | UNIT PRICE (Excl VAT) | TOTAL PRICE (Excl VAT) | UNIT PRICE (Excl VAT) | TOTAL PRICE (Excl VAT) |
| 1.1. | Air travel – International | | | | | |
| 1.2. | Air travel – Regional | | | | | |
| 1.3. | Air travel – Domestic | | | | | |
| 1.4. | Air travel – International (Re-issue) | | | | | |
| 1.5. | Air travel – Regional (Re-issue) | | | | | |
| 1.6. | Air travel – Domestic (Re-issue) | | | | | |
| 1.7. | Refunds – Air Domestic | | | | | |
| 1.8. | Refunds – Air Regional | | | | | |
| 1.9. | Refunds – Air International | | | | | |
| 1.10. | Car rental – Domestic | | | | | |
| 1.11. | Car rental – Regional | | | | | |
| 1.12. | Car rental – International | | | | | |
| 1.13. | Transfers / Shuttle – Domestic | | | | | |
| 1.14. | Transfers / Shuttle – Regional | | | | | |
| 1.15. | Transfers / Shuttle – International | | | | | |
| 1.16. | Accommodation – Domestic | | | | | |
| 1.17. | Accommodation – Regional | | | | | |
| 1.18. | Accommodation – International | | | | | |
| 1.19. | Coach (Bus, trains/railways) bookings | | | | | |
| 1.20. | Train bookings – International Visa Assistance | | | | | |

| ITEM | TRANSACTION TYPE | ESTIMATED TRAVEL VOLUMES | TRANSACTIONAL BOOKINGS | | ONLINE BOOKINGS | |
|--|---|--------------------------|------------------------|------------------------|-----------------------|------------------------|
| | | | UNIT PRICE (Excl VAT) | TOTAL PRICE (Excl VAT) | UNIT PRICE (Excl VAT) | TOTAL PRICE (Excl VAT) |
| 1.21. | (Provision of documents and advice) | | | | | |
| 1.22. | Courier services for travel documentation | | | | | |
| 1.23. | Notifications via email | | | | | |
| 1.24. | Instant notifications via SMS / WhatsApp | | | | | |
| 1.25. | Parking booking | | | | | |
| 1.26. | Cancellations | | | | | |
| 1.27. | Changes to bookings | | | | | |
| 1.28. | After hour services | | | | | |
| 1.29. | Additional ad-hoc reports (per report) | | | | | |
| 1.30. | Customized Reports (per report) | | | | | |
| 1.31. | Travel Lodge Card Reconciliation | | | | | |
| 1.32. | Bill-back fees | | | | | |
| 1.33. | Other: (Specify) | | | | | |
| | | | | | | |
| 1.34. | Other: (Specify) | | | | | |
| | | | | | | |
| 1.35. | Other: (Specify) | | | | | |
| | | | | | | |
| Sub-Total | | | | R | | R |
| VAT @ 15% (If registered) | | | | R | | R |
| TOTAL | | | | R | | R |
| Percentage split between Online and Traditional booking | | | % | | | % |

2. CONFERENCE TRANSACTION FEE

| ITEM | DESCRIPTION | PERCENTAGE FEE | COMMENTS |
|------|--|----------------|----------|
| 2.1. | Conference Transaction Fee (as a % of the Total turnover of the event) | % | |

3. SERVICE LEVEL AGREEMENT

The successful service provider will be required to sign a service level agreement for the duration of the contract. No service may be rendered unless an official purchase order was issued and Service Legal Agreement has been signed.

STANDARD BIDDING DOCUMENTS AND GENERAL CONDITIONS OF CONTRACT

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

| | |
|---------------------|-------------------|
| Name of bidder..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

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

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

- 1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. The threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$ 10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2-year period which in total exceeds US\$ 10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million.
or
 - (d) Multiple suppliers of the goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to be the same government institution, which in total over two (2) year period exceeds US\$ 10 million.
- 1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R 10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

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

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number
 - Description of the goods, works or services
 - Date on which the contract was accepted
 - Name, address and contact details of the government institution
 - Value of the contract
 - Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or email at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. The contractor and the DTI will determine the NIP obligation;

- b. The contractor and the DTI will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the DTI;
 - d. The contractor will submit a business concept for consideration and approval by the DTI;
 - e. Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number: **NHC/04/09/2023**

Closing date: **2023-10-10**

Name of Bidder: _____

Postal address: _____

Signature: _____ Name (in print): _____

Date: _____

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|--------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

| 80/20 | or | 90/10 |
|---|----|---|
| $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or | $Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

| 80/20 | or | 90/10 |
|-------|----|-------|
|-------|----|-------|

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| B-BBEE level of contribution | 10 | |
| - Level 1 – 5 points | | |
| - Level 2 – 4 points | | |
| - Level 3 – 3 points | | |
| - Level 4 – 2 points | | |
| - Level 5 to 8 – 1 point | | |

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| <p>- Level 9 – 0 points</p> <p>Only bidders that submit a valid current certified copy of the B-BBEE Certificate or original B-BBEE certificate issued by the verification agency accredited by SANAS or Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in terms of (EMEs), will be considered for scoring</p> | | |
| The promotion of woman owned enterprises based on the percentage owned | 10 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|-------------------------|
| <p>..... SIGNATURE(S) OF TENDERER(S)</p> | |
| SURNAME AND NAME: | ..... |
| DATE: | ..... |
| ADDRESS: | ..... ..... ..... |

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2

DATE:

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|------------------------|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| | | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

JULY 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

| | | |
|----|--------------------|--|
| 1. | Definitions | <p>The following terms shall be interpreted as indicated:</p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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-</p> |
|----|--------------------|--|

| | | |
|-----------|--------------------|--|
| | | <p>competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p> |
| 2. | Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. | General | <p>4.1. 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.</p> |

| | | |
|-----------|--|---|
| | | 4.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za . |
| 4. | Standards | 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications |
| 5. | Use of contract documents and information; inspection | <p>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.</p> <p>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.</p> <p>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.</p> <p>5.4. The supplier 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.</p> |
| 6. | Patent rights | 6.1. |
| 7. | Performance security | <p>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.</p> <p>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.</p> <p>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:</p> <p>b) 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</p> <p>c) a cashier's or certified cheque.</p> <p>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.</p> |
| 8. | Inspections, tests and analyses | <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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,</p> |

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| | | <p>at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p> |
| 9. | Packing | <p>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.</p> <p>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.</p> |
| 10. | Delivery and documents | <p>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.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p> |
| 11. | Insurance | <p>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</p> |

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| | | 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 | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> 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. <p>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.</p> |
| 14. | Spare parts | <p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 | <p>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.</p> <p>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</p> |

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| | | <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p> |
| 16. | Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.</p> |
| 17. | Prices | <p>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.</p> |
| 18. | Contract amendments | <p>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.</p> |
| 19. | Assignment | <p>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.</p> |
| 20. | Subcontracts | <p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. | Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> |

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| | | <p>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.</p> <p>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.</p> <p>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.</p> |
| 22. | Penalties | <p>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.</p> |
| 23. | Termination for default | <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier of any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> |

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| | | <p>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.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) workingdays of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> a) the name and address of the supplier and / or person restricted by the purchaser; b) the date of commencement of the restriction c) the period of restriction; and d) the reasons for the restriction. <p>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.</p> |
| 24. | Anti-dumping and countervailing duties and rights | <p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p> |
| 25. | Force Majeure | <p>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.</p> <p>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.</p> |

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| 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 | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>b) the purchaser shall pay the supplier any monies due to the supplier.</p> |
| 28. | Limitation of liability | <p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:</p> <p>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</p> <p>b) 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.</p> |
| 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 | <p>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.</p> <p>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.</p> |
| 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. |

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| | | <p>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.</p> <p>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.</p> |
| 33. | National Industrial Participation (NIP) Programme | <p>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.</p> |
| 34. | Prohibition of Restrictive practices | <p>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).</p> <p>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.</p> <p>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.</p> |