



**government
communications**

Department:
Government Communication and Information System
REPUBLIC OF SOUTH AFRICA

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NOTICE OF ERRATUM:

PROJECT DESCRIPTION: ERRATUM: RFB008 2024-2025: REQUEST FOR PROPOSALS FOR OF A PANEL OF TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO GCIS FOR 36 MONTHS

1. This notice serves to make minor amendments to the initial bid document with RFB008 2024-2025 advertised on the 19 March 2025, with a closing date of 09 April 2025 at 11:00. Non-compulsory briefing session was held on the 26 March 2025 and further communication will be extended through emails to bidders who attended the non-compulsory briefing session.
2. RFB008 2024-2025: was advertised on both e-Tender Portal and GCIS website with closing date of 09 April 2025 at 11:00.
3. Reasons for amendments and changes;

3.1 Under paragraph (l) of page 17 of the advertised specification Annexure A1, the paragraph was captured as:

3.1 (a)

(1) The Bidder must be a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time. Bidders must submit a valid certified copy of certificate not older than 6 months. In terms of Joint Ventures, each company must submit ASATA certificate in their name. Service provider submitting other's company's certificate will be deemed as non-compliant.

3.1 (b) The same above mentioned page will be shortened as follows in the erratum:

(1) The Bidder must be a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time. Bidders must submit a valid certified copy of certificate not older than 6 months. In terms of Joint Ventures, each company must submit ASATA certificate in their name.



4. Under page 34 of the Annexure 1A of the advertised specification, changes will be as follows:

Document that must be submitted	Non-submission will result in disqualification	
IATA License / Certificate	YES	Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. Non-submission of a valid certificate or certified copy of the certificate will lead to disqualification.
ASATA	NO	Bidders are required to submit their valid ASATA license certificate (certified copy) together with proposal on closing date. In terms of Joint Ventures, each company must submit ASATA certificate in their name.

5. Bidders to ensure that they submit the new Erratum Bid Documents, bidders to note that updated bid documents are available for downloading under the website of National Treasury through e-Tender Portal and GCIS Website under tenders.
6. The erratum will be advertised on the 01 April 2025 with closing date expanded to 15 April 2025 at 11:00.
7. For your urgent attention.

Regards,



 Gcobisa Soci
 Chief Financial Officer
 Date: 01Apr2025

RFB 008 2024-2025
Appointment of Panel of Travel Management Companies
To Provide Travel Management Services to Government Communication and Information System
(GCIS)

ANNEXURE A1



**Erratum: Request for Proposal for Appointment of a Panel of Travel
Management Companies to Provide Travel Management Services to GCIS for
period of 36 months**

RFB 008/2024-2025

Closing date and time: 15 April 2025

@ 11:00 am

Non-Compulsory Briefing Session: 26 March 2025 (Already held)

@ 11:00 am

Bid Validity Period: 90 days

TENDER BOX ADDRESS

Reception

Tshedimosetso House

1035 Francis Baard Street

C/o Francis Baard and Festival Street

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1. INTRODUCTION

- 1.1 Officials of **Government Communications and Information System (GCIS)** are required on a regular basis, to perform official duties away from their normal place of duty. The services of reputable prospective bidders (Travel Management Companies) are required to provide and coordinate the travel and associated services of the department. Included in the travel and associated services is securing of flights, accommodation, car rental and where necessary insurance, visa's, petrol cards, etc.
- 1.2 The air travel service is for both domestic and international trips. Accommodation will be mainly for domestic trips. International accommodation will be at the discretion of the department.
- 1.3 The head office of GCIS is based in Hatfield Pretoria. The department has provincial offices throughout the country and travel arrangements are decentralized.
- 1.4 All meetings related to the travel accounts will be held in Pretoria.
- 1.5 GCIS require an "off-site" TMC to render the service.

2. PURPOSE OF THIS REQUEST FOR BID (RFB)

- 2.1 GCIS wants to appoint only the top five highest scoring bidders to form part of the Panel of the Travel Management Companies of GCIS.
- 2.2 The purpose of this Request for Bid (RFB) is to solicit proposals from potential bidder(s) for the provision of travel management services to GCIS Officials.

- 2.3 This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder/s required by GCIS for the provision of travel management services to GCIS.
- 2.4 This RFB does not constitute an offer to do business with but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

- 3.1. **Accommodation:** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 3.2. **After-hours service:** means an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 22h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 3.3. **Air travel:** means travel by airline on authorised official business.
- 3.4. **Authorising Official:** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., line manager of the traveller.
- 3.5. **Car Rental:** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 3.6. **Domestic travel:** means travel within the borders of the Republic of South Africa.
- 3.7. **Emergency service:** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

- 3.8. **gCommerce:** refers to the Government's buy-site for transversal contracts.
- 3.9. **International travel:** refers to travel outside the borders of the Republic of South Africa.
- 3.10. **Quality Management System:** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- 3.11. **Regional travel:** means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- 3.12. **Service Level Agreement (SLA):** means this contract between the TMC and GCIS that defines the level of service expected from the TMC.
- 3.13. **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 3.14. **Third party fees:** means fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- 3.15. **Transaction Fee:** means the fixed negotiated fee charged for each specific service type e.g., international air ticket, charged per type per transaction per traveller.

- 3.16. **Traveller:** means a GCIS official, consultant or contractor travelling on official business on behalf of the GCIS.
- 3.17. **Travel Authorisation** is the official form utilised by the GCIS reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- 3.18. **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g., the personal assistant of the traveller.
- 3.19. **Travel Management Company or TMC:** means the Company contracted to provide travel management services (Travel Agents).
- 3.20. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 3.21. **Value Added Services** means services that enhance or complement the general travel management services e.g., Rules and procedures of the airports.
- 3.22. **VAT:** means Value Added Tax.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

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

- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder/s be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written consent when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where bidders are submitting their proposals as Joint Venture, they must meet the following requirements:
- 4.1.6.1. Joint Venture Agreement
 - 4.1.6.2. Consolidated B-BBEE Certificate/Sworn Affidavit
 - 4.1.6.3. Company registration documents (CIPC)

4.2. **Procurement Legislation**

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

4.3. Technical Legislation and/or Standards

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

5. BRIEFING SESSION (NOTE BRIEFING SESSION HAS ALREADY BEING HELD ON BELOW MENTIONED DATE)

A non- compulsory briefing and clarification session will be held at **MS Teams**, on the **26 March 2025** at **11h00** to clarify to bidder(s) the scope and extent of work to be executed. **MS Teams link [Join the meeting now](#)**

Meeting ID: 394 175 536 742

Passcode: TT2eK2cS

6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Erratum Advertisement	01 April 2025
Non-Compulsory briefing & clarification session (already held)	26 March 2025 at 11:00 a.m
Bid closing date	15 April 2025

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

- 6.3. Any time or date in this bid is subject to change at GCIS's discretion. The establishment of a time or date in this bid does not create an obligation on the part of GCIS to take any action or create any right/legitimate expectations in any way for any bidder/s to demand that any action be taken on the date established.

- 6.4. The bidder/s accepts that, if GCIS extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified people. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

Technical-related Enquiries:

Margery Mouton: margery@gcis.gov.za

Bid-related Enquiries:

Namane Mahlaba: namane@gcis.gov.za

Mpho Ramashi: mpho@gcis.gov.za

- 7.2. The delegated office of GCIS may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for GCIS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and GCIS must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, GCIS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. GCIS, and its employees

and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

- 7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by GCIS (other than minor clerical matters), the Bidder(s) must promptly notify GCIS in writing of such discrepancy, ambiguity, error or inconsistency in order to afford GCIS an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by GCIS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

9. COUNTER CONDITIONS

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

10. FRONTING

- 10.1. GCIS supports the country's transformation agenda through the broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the GCIS condemns any form of fronting.
- 10.2. The GCIS, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition (DTIC) be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies GCIS may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

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

12. SUBMISSION OF PROPOSALS

12.1. Bid documents will only be considered if received by GCIS before the closing date and time.

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBEE)
<p>Exhibit 1: Pre-qualification documents <i>(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))</i></p>	<p>Exhibit 1: Pricing Schedule <i>(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)</i></p>
<p>Exhibit 2:</p> <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <i>(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i> 	
<p>Exhibit 3:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement <i>(Refer to Section 20 – Service Level Agreement)</i> 	
<p>Exhibit 4:</p> <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

12.2. Bidders are requested to initial each page of the bid document.

13. PRESENTATION / DEMONSTRATION

GCIS reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process. The same evaluation criteria used for the Desktop Evaluation during Gate 1 evaluation shall apply to the presentation.

14. DURATION OF THE CONTRACT

14.1. The successful bidder/s will be appointed for a period of **36 (thirty-six) months**.

14.2. The GCIS reserves the right to, in its sole discretion, to extend the duration of the contract with the successful bidder/s for such periods as determined by the GCIS in its sole discretion.

15. SCOPE OF WORK

15.1. Background

- i) The GCIS currently have contracts with a panel of travel agents, which is about to expire.
- ii) The GCIS makes use of a travel booking form, which is sent by the travel booker to the travel agent for quotations. The purchase order is issued based on the requests received.
- iii) GCIS's primary objective in issuing this RFB is to enter into agreement with a successful bidder(s) who will achieve the following:
 - a) Provide GCIS with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels.

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- b) Achieve significant cost savings for GCIS without any degradation in the services.
- c) Appropriately contain GCIS's risk and traveller risk.

15.2. Travel Estimate Volumes

The GCIS total volumes for the previous twelve months including air travel, accommodation, car hire, conference, etc, are indicated below:

Service Category	Number of Transactions	Expenditure 1 January 2024 – 31 December 2024
Air travel – Domestic	464	R5 482 929.64
Air Travel - Regional & International	26	R1 046 177.28
Car Rental – Domestic	506	R2 164 912.37
Car Rental - Regional & International	0	0
Accommodation - Domestic	1021	R6 637 428.37
Accommodation - Regional & International	0	0
Bus/Coach bookings	0	0
Train - Regional & International	0	0
Conferences/Events	5	R200 000.00
After Hours	600	R75 600.00
Parking	0	0
GRAND TOTAL		R15 607 047.66

Note: These figures are projections based on the current trends 1 January 2024 to 31 December 2024, and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

15.3. Service Requirements

15.3.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of GCIS, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that GCIS is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (**Monday to Friday 8h00 – 17h00**) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current GCIS travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between GCIS and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current GCIS Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for GCIS to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.

- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least minimum of three (3) or more contactable existing/recent clients (within past 3 years) which are of a similar size to the GCIS.
- l. The Bidder must be a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time. Bidders must submit a valid certified copy of certificate not older than 6 months. In terms of Joint Ventures, each company must submit ASATA certificate in their name.
- m. Potential bidders must provide a company profile containing proof of registration of the company, the number of years the company has been providing travel management services. This aspect will form part of the evaluation criteria of proposals submitted. The points will be allocated to suppliers on a sliding scale depending on the number of years in offering travel management services.

15.3.2. Reservations:

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers

immediately and send it to the travel booker and traveller via the agreed communication medium.

- b. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. Obtain a **minimum of three (3)** or more price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Book parking facilities at the airports where required for the duration of the travel.
- h. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events).

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- j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. Advise the Traveller of all visa and inoculation requirements well in advance.
- l. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates and all other applicable rates, that are negotiated directly or established by GCIS are non-commissionable, where commissions are earned for GCIS bookings all these commissions should be returned to GCIS on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by GCIS.

- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per GCIS's instructions.

15.3.3. Air Travel

- a. The TMC must be able to book full-service carriers as well as low-cost carriers.
- b. The TMC will book the most cost-effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs and where applicable source alternative service providers for other charter requirements.

- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

15.3.4. Accommodation

- a. The TMC will obtain price comparisons within the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate in line with the GCIS travel policy and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with GCIS's travel policy.
- d. Accommodation vouchers must be issued to all GCIS travellers for accommodation bookings and must be invoiced to GCIS as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

- e. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the cost containment and market related prices.
- f. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

15.3.5. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the GCIS Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must as far as possibly book car rentals with 100 kilometres for ordinary travelling arrangements and **unlimited kilometres** for official trips with the President or Deputy President.
- d. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents.
- e. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- f. The TMC will book transfers in line with the GCIS Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

- g. The TMC must ensure that the GCIS receives comparative quotations for shuttle services and car rental companies.
- h. The TMC should manage shuttle companies on behalf of the GCIS and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- i. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

15.3.6. After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers, including VIP/ Executive Travellers with after hours and emergency reservations and changes to travel plans.
- b. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- c. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

15.4. Communication

15.4.1 The TMC may be requested to conduct workshops and training sessions for Travel Bookers of GCIS.

15.4.2 All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

15.4.3 The TMC must ensure sound communication with all stakeholders, link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

15.5. Financial Management

15.5.1. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to GCIS for payment within the agreed time period.

15.5.2. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

15.5.3. The TMC will be required to offer a 30-day bill-back account facility to institutions. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices GCIS for the services rendered.

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

15.5.5. Consolidate Travel Supplier bill-back invoices.

15.5.6. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to GCIS's Financial Department on the agreed time period (e.g., weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

15.5.7. Ensure Travel Supplier accounts are settled timeously.

15.6. Technology, Management Information and Reporting

- 15.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 15.6.3. All management information and data input must be accurate.
- 15.6.4. Reports must be accurate and be provided as per GCIS's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 15.6.5. GCIS may request the TMC to provide additional management reports and other information as and when requested.
- 15.6.6. Reports must be available in an electronic format for example Microsoft Excel.
- 15.6.7. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
- 15.6.8. **Travel**
- a) After hours' Report.
 - b) Compliments and complaints.
 - c) Consultant Productivity Report.
 - d) Long term accommodation and car rental.

- e) Extension of business travel.
- f) Upgrade of class of travel (air, accommodation and ground transportation).

15.6.9. Bookings outside Travel Policy

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) No show report;
- f) Cancellation report;
- g) Receipt delivery report;
- h) Monthly Bank Settlement Plan (BSP) Report;
- i) Refund Log;
- j) Open voucher report, and
- k) Open Age Invoice Analysis;

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

15.7. Account Management

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

15.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the GCIS's account.

15.7.3. The necessary processes should be implemented to ensure good quality management and always ensuring Travellers' satisfaction.

- 15.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 15.7.5. Ensure that the GCIS's Travel Policy is enforced.
- 15.7.6. The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- 15.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

15.8. Value Added Services

The TMC must provide the following value-added services:

- 15.8.1. Destination information for regional and international destinations:
 - i. Health warnings
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates.
- 15.8.2. Electronic voucher retrieval via web and smart phones;
- 15.8.3. SMS notifications for travel confirmations;
- 15.8.4. Travel audits;
- 15.8.5. Global Travel Risk Management;
- 15.8.6. VIP services for Executives that include but is not limited to check-in support.

15.9. Cost Management

- 15.9.1. The National Treasury cost containment initiative and the GCIS's Travel Policy is establishing a basis for a cost savings culture.
- 15.9.2. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 15.9.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 15.9.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with GCIS's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.
- 15.9.5. The TMC should ensure that all applicable costs should reflect on the quotations.
- 15.9.6. The TMC must ensure that the rates, as determined on the GCIS S&T policy, are used when arranging travelling for officials and MAC Charter Council members.

15.10. Quarterly and Annual Travel Reviews

Quarterly reviews are required to be presented by the Travel Management Company on all GCIS travel activities in the previous three-month period. These reviews are comprehensive and presented to GCIS's Procurement and Finance teams as part of the performance management reviews based on the service levels.

15.11. Office Management

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

- a. Intermediate Consultants
- b. Travel Manager (Operational)
- c. Admin Back Office (Creditors / Debtors/Finance Processors)

16. PRICING MODEL

GCIS requires bidders to propose the transactional fee model (offsite).

16.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

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

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

16.2. Volume driven incentives

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

- i. No override commissions earned through GCIS reservations will be paid to the TMCs;
- ii. An open book policy will apply, and any commissions earned through the GCIS volumes will be reimbursed to GCIS.
- iii. TMCs are to book reasonable market-related negotiated rates or the best fare available, whichever is the most cost effective for the institution.

17. EVALUATION AND SELECTION CRITERIA

17.1. The bidders will be evaluated in terms of the Preferential Procurement Regulations of 2022 which includes 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP goals.

18. SPECIFIC/RDP GOALS INFORMATION AND DOCUMENTS TO BE SUBMITTED BY POTENTIAL BIDDERS WILL BE CLAIMED AS FOLLOWS:

18.1. SPECIFIC/RDP GOALS (Preference points)

In line with, the Preferential Procurement Regulations of 2022 and the GCIS Supply Chain Management policy, GCIS has identified the RDP goals that will be utilized for this RFB.

18.2. This RFB is task driven, the RDP goals will be applicable to claim **20 points** at **Gate 2** evaluation stage and 80 points for price will be claimed through consolidated service/management fee derived from fees listed under Annexure A3 Pricing schedule.

18.3. The RDP goals will be limited to the list indicated below. It should further be noted that the required documentation to support the points claimed for preference by each potential bidder, will also be indicated at the Gate:2 stage.

18.3.1 Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) that are based in all provinces.

- a. To claim preference points in this regard, potential bidders / suppliers are to provide the following information.

- b. To claim preference points in this regard, potential bidders must submit a valid B-BBEE Certificate issued by an approved company, or a valid B-BBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.

18.3.2 Promotion of enterprises that are 40% or more owned by women.

- a. To claim preference points in this regard, potential bidders / suppliers are to provide the following information.
- b. To claim preference points in this regard, potential bidders must submit a valid B-BBEE Certificate issued by an approved company, or a valid B-BBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.

18.3.3 Promotion of enterprises that re 20% or more owned by youth.

- a. To claim preference points in this regard, potential bidders / suppliers are to provide the following information.
- b. To claim preference points in this regard, potential bidders must submit a valid B-BBEE Certificate issued by an approved company, or a valid B-BBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.

Area of evaluation	Points
1. Price	80
2. Promotion of Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) that are based in all provinces.	10
3. Promotion of enterprises that are 40% or more owned by women	5

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4. Promotion of enterprises that are 20% or more owned by youth	5
Total	100

18.4. Post establishment of the Panel of Travel Management Companies (TMC's), the process of requesting for quotations (RFQ) will apply as follows:

- 18.4.1. RFQ will be forwarded to the one of the TMC's companies to source quotations on behalf of GCIS travellers;
- 18.4.2. Process of sourcing quotations will be done in accordance with GCIS SCM Policy;
- 18.4.3. TMC's will be given reasonable time to provide the quotations in accordance with turn-around time stipulated in the GCIS SCM Policy;
- 18.4.4. TMC's will be sourcing the quotations for GCIS on a rotational basis to ensure fairness and competitiveness and equity;
- 18.4.5. TMC's will source minimum of three (03) or more quotations and select the lowest reasonable quotation to provide service to GCIS;
- 18.4.6. Where less than three quotations are sourced, a justifiable explanation will be provided and GCIS will reserve the right to accept or decline the offer taking into consideration the explanation;
- 18.4.7. Provisions for deviations from the RFQ process will be done in accordance with relevant GCIS SCM Policy and legislation.
- 18.5 GCIS has set minimum standards (Gates) that a bidder/s needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
<p>Bidders must submit all documents as outlined in paragraph in Table 1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.</p>	<p>Bidder(s) are required to achieve minimum functionality of 70% or more to proceed to Gate 2</p>	<p>1. Bidders will be evaluated on 80 points for price and the 20 points for RDP/Specific Goals; Annexure A3: Pricing schedule: Consolidated service/management fees will serve as a price to claim 80 points and 20 points to claim for RDP goals.</p>

Gate 0: Pre-qualification Criteria

Without limiting the generality of GCIS's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification?	
Invitation to Bid – SBD 1	NO	Complete and sign the supplied pro forma document
Bidder's Disclosure – SBD 4	NO	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on RDP Points
Bidder Compliance form for Functional Evaluation	NO	Complete and sign
Registration on Central Supplier Database (CSD)	NO	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ . Submit proof of registration.
IATA License / Certificate	YES	Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. Non-submission of a valid certificate or certified copy of the certificate will lead to disqualification.
ASATA	NO	Bidders are required to submit their valid ASATA license certificate (certified copy) together with proposal on closing date. In terms of Joint Ventures, each company

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		must submit ASATA certificate in their name.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3

Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

The bidders will be evaluated in terms of the Preferential Procurement Regulations of 2022 and Supply Chain Management Policy which includes 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP goals.

The evaluation process will be a three-phase process consisting of:

- a) Pre-qualification Criteria/Mandatory Requirements: Gate: 0
- b) Functionality (Minimum Score is 70%): Gate: 1
- c) Price and Preference Point System: Gate: 2

The prospective bidder/s who passes Gate:1 Functionality with a minimum score of 70% or more, will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and 20 points for RDP goals.

As part of due diligence, GCIS may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at GCIS's sole discretion.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
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Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	100	70
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ALLOCATION OF POINTS

Points will be allocated on the criteria listed below:

Values: 0 = non-submission, 1=poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

A

----- X 100

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

Joint Venture

A joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. A joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures arrangements. GCIS will accept signed agreements as acceptable proof of the existence of a joint venture arrangement. The joint venture agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

Stage 3 (80 + 20 = 100 points)

The Price and Preference points will be consolidated. Bidders are required to complete their service fees on the Pricing Schedule provided as Annexure A3. Only Annexure A3 will be utilised to calculate price points. Failure to submit the Pricing Schedule marked as Annexure A3 will lead to disqualification in Gate 0: Pre-qualification above.

The preference point schedule below will be used to calculate the 20 points for preference points.

19 GENERAL CONDITIONS OF CONTRACT

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

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

20 CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation or changes in the VAT Act or VAT rate.

STATS SA P0141 (CPI), Table E	Table E - All Items
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21 SERVICE LEVEL AGREEMENT

- 21.1 Upon award GCIS and the successful bidder/s will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services

being procured by GCIS, more or less in the format of the draft Service Level Indicators included in this bid pack.

21.2 GCIS reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder/s by amending or adding thereto.

21.3 Bidder(s) are requested to:

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

21.4 GCIS reserves the right to accept or reject any or all amendments or additions proposed by a bidder/s if such amendments or additions are unacceptable to GCIS or pose a risk to the organisation.

21.5 The contracts will be terminated due to the following circumstances: poor performance or default, as a result of insolvency or convenience.

22 SPECIAL CONDITIONS OF THIS BID

GCIS reserves the right to:

22.1 Award this bid to a bidder/s that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

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

22.3 Accept part of a tender rather than the whole bid.

- 22.4 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 22.5 Correct any mistakes at any stage of the bid that may have been in the Bid documents or occurred at any stage of the bid process.
- 22.6 Cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 22.7 Award to multiple bidders based on either size or geographic considerations.

23 GCIS REQUIRES BIDDER(S) TO DECLARE

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

- 23.1 Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of GCIS;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat GCIS fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with GCIS;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

- g. Conduct their business activities with transparency and consistently uphold the interests and needs of GCIS as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from GCIS will not be used or disclosed unless the written consent of the client has been obtained to do so.

24 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

24.1 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. Furthermore, bidders will be disqualified if they:

- a. Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder/s in respect of the subject matter of this bid; and/or
- b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity; and/or
- c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of GCIS's officers, directors, employees, advisors or other representatives; and/or

- d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity; and/or
- e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity; and/or
- f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; and/or
- g. Has in the past engaged in any matter referred to above; and/or
- h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder/s, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

26 PREPARATION COSTS

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

27 INDEMNITY

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

28 PRECEDENCE

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

29 LIMITATION OF LIABILITY

A bidder/s participates in this bid process entirely at its own risk and cost. GCIS shall not be liable to compensate a bidder/s on any grounds whatsoever for any costs

incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

30 TAX COMPLIANCE

No bid shall be awarded to a bidder/s who is not tax compliant. GCIS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder/s in the event that it is established that such bidder/s was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to GCIS, or whose verification against the Central Supplier Database (CSD) proves non-compliant. GCIS further reserves the right to cancel a contract with a successful bidder/s in the event that such bidder/s does not remain tax compliant for the full term of the contract. It remains the responsibility of each bidder to ensure that their company tax status is compliant throughout the duration of the contract.

31 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

32 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder/s agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any

kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid. In the event the Public Procurement Act (PPA) and its regulations come into effect during the duration of the contract, all RFQ's will be issued in accordance with the requirements of the PPA and its regulations.

33 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

34 CONFIDENTIALITY

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

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

Throughout this bid process and thereafter, bidder(s) must secure GCIS's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure

to adhere to this requirement may result in disqualification from the bid process and civil action.

35 GCIS PROPRIETARY INFORMATION

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

36 AVAILABILITY OF FUNDS

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

37 COMPLIANCE TO PROTECTION OF PERSONAL INFORMATION ACT, 2013 (POPIA)

By submitting this bid proposal and supporting documents in response to GCIS advertised bid, I (the bidder) agree and consent (in terms of section 11 (1) of the POPIA) that GCIS, its employees, agents, cabinet committees, and State Security Agency (SSA) may process our company's information, including personal information of the company employees, directors', and funders / founders for vetting and procurement purposes in compliance with POPIA requirements.

38 SUBMISSION OF PROPOSAL

The GCIS may request clarification or additional information regarding some aspects of the proposals submitted. Should this be requested, the bidders will be

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contacted for additional information and will be notified in advance with a clear due date for submission. Please note that Bidders will not be permitted to change the substance of their bids after bid opening. Bidding companies must submit their bids and all relevant documentation and forms attached to this bid, by no later than 15 April 2025 at 11:00. Late submissions will not be considered.

NB: NO LATE SUBMISSION WILL BE CONSIDERED AND QUOTATION OFFERS SUBMITTED BY EMAIL WILL NOT BE CONSIDERED.

Documents can be sent in a sealed envelope, marked **RFB 008 2024-2025** and dropped on the tender box, note addresses listed below:

Physical address
GCIS Head Office
Tshedimosetso House
C/O Francis Baard and Festival Streets
Hatfield
Pretoria
0002

Postal address:
The Head: Supply Chain Management
Government Communications (GCIS)
Private Bag X 745
Pretoria
0001

RFB 008 2024-2025
Appointment of Panel of Travel Management Companies
To Provide Travel Management Services to Government Communication and Information System
(GCIS)

Prospective bidder/s are welcome to call the GCIS for clarity on the requirements before the closing date of this bid.

For technical enquiries

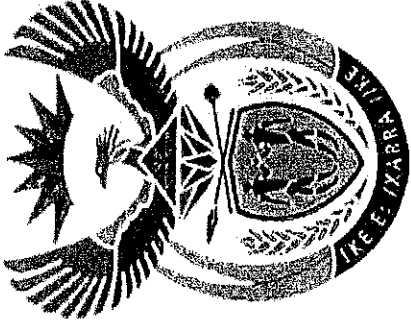
Ms Margery Mouton: Tel: 012 473 0378 (Email: margery@gcis.gov.za)

For Information on bidding procedures

Namane Mahlaba: Tel: (012) 473 0193 (Email: namane@gcis.gov.za)
Mpho Ramashi: Tel: (012) 473 0094 (Email: mpho@gcis.gov.za)

Approved by:

Terry Vandayar
Chairperson:
Date:



Annexure A2
DESKTOP EVALUATION TECHNICAL SCORECARD
AND COMPLIANCE CHECKLIST
RFB 008/2024-2025: TRAVEL MANAGEMENT SERVICES

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

The form must be submitted in File 1 (Technical file), Exhibit 2

EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	Experience of the bidder	Exhibit 2: Page 13 to 14	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	Manage all reservations and bookings	Exhibit 2: Page 15 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	Manage all refunds and non-refundable airline-tickets	Exhibit 2: Page 17 to 17	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and	4

	quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.
 Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
DESKTOP EVALUATION					
TO BE COMPLETED BY THE TENDERING INSTITUTION					
		100			TO BE COMPLETED BY THE BIDDER
1 GENERAL					
SECTION 15.3.1					
1.1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.	5	Section 15.3.1 (j)		
1.2	Provide the reference letters from at least three (3) or more contactable existing/recent clients (within past 3 years) which are of a similar size to (GCIS) whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction. 0 Reference letters = 0 points	5	Section 15.3.1 (k)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION				
	1 Reference letters = 1 points				TO BE COMPLETED BY THE BIDDER
	2 Reference letters = 2 points				
	3 Reference letters = 3 points				
	4 Reference letters = 4 points				
	5 Reference letters = 5 points				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION				
2	RESERVATIONS		SECTION 15.3.2 TO 15.3.6		TO BE COMPLETED BY THE BIDDER

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2.1	<p>Manage all reservations/ bookings.</p> <p>Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc.</p> <p>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.</p>	20	<p>Section 15.3.2</p> <p>Section 15.3.3</p> <p>Section 15.3.4</p> <p>Section 15.3.5</p>		
2.2	<p>Manage group bookings.</p> <p>Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events). Please specify if these bookings would be done by the TMC or outsourced.</p>	5	Section 15.3.2 (f)		
2.3	<p>Directly negotiated rates</p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates and all other applicable rates that are negotiated directly or established by National Treasury or by GCIS are non-commissionable, where commissions are earned for GCIS bookings, all</p>	5	Section 15.3.2 (g)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	these commissions should be returned to GCIS on a quarterly basis.				TO BE COMPLETED BY THE BIDDER
	Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.				
2.4	<p>Manage airline reservations.</p> <p>Describe in detail the process of booking the most cost-effective and practical routing for the traveller.</p> <p>This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities.</p>	5	Section 15.3.3		
2.5	<p>After-hours and emergency services</p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p>	5	Section 15.3.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	<ul style="list-style-type: none"> - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced. - is it available 24/7/365 - Reminders to GCIS to process purchase orders within 24 hours to reduce queries on invoices 				
SECTION 15.4					
3	COMMUNICATION				
3.1	Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow.	5	Section 15.4		
SECTION 15.5					
4	FINANCIAL MANAGEMENT				
4.1	Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled	5	Section 15.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	<p>where it is required for smaller Bed & Breakfast /Guest House facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to GCIS</p> <p>Please describe credit card reconciliation process, timing and deliverables (if applicable).</p>				TO BE COMPLETED BY THE BIDDER
SECTION 15.6					
5 TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING					
5.1	<p>Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT).</p> <p>Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates.</p> <p>Describe how you will manage data and management information such as traveller</p>	5	Section 15.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	<p>profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in Section 15.6)</p> <p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products proposed for GCIS.</p> <p>Describe the compatibility of your online solution to fully integrate into GCIS's ERP. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case GCIS decide to integrate)</p>				
6 ACCOUNT MANAGEMENT					
6.1	<p>Provide the proposed Account Management structure / organogram.</p> <p>Describe what quality control procedures/processes you have in place to ensure that your clients receive consistent quality service.</p>	10	<p>SECTION 15.7</p> <p>Section 15.7.1 and 15.7.2</p> <p>Section 15.7.3</p>		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.		Section 15.7.4		
	What is in place to ensure that the GCIS's travel Policy is enforced.		Section 15.7.5		
	How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys?		Section 15.7.6		
	Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.		Section 15.7.7		
7	VALUE ADDED SERVICES		SECTION 15.8		
7.1	Please provide information on any value-added services your company can offer.	5	Section 15.8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
SECTION 15.9					
8	COST MANAGEMENT				TO BE COMPLETED BY THE BIDDER
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe how you will assist the GCIS to realise cost savings on annual travel spend. Describe how you will implement the negotiated rates	5	Section 15.9		
SECTION 15.10					
9	QUARTERLY AND ANNUAL TRAVEL REVIEWS				
9.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.	5	Section 15.10		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
10 OFFICE MANAGEMENT					
10.1	<p>Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow.</p> <p>Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.</p> <p>Describe type of training provided to travel agency personnel</p> <p>Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volumes, etc.</p>	10	SECTION 15.11	Section 15.11	

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

We confirm that _____

(Bidder's Name) will: -

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

Signature _____

Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____

(Bidding Company's Name)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	RFB 008 2024-2025	CLOSING DATE: 15 APRIL 2025	90 DAYS	CLOSING TIME:	11:00
DESCRIPTION	ERRATUM: REQUEST FOR PROPOSAL FOR APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO GCIS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS Head Office					
Tshedimosetso House					
1035 C/O Francis Baard and Festival Streets					
Hatfield					
Pretoria					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NAMANE MAHLABA/MPHO RAMASHI		CONTACT PERSON	MARGERY MOUTON	
TELEPHONE NUMBER	012 473 0093/0143		TELEPHONE NUMBER	012 473 0378	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Namane@gcis.gov.za /Mpho@gcis.gov.za		E-MAIL ADDRESS	Margery@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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

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).
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:

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 institution	State

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Specific Goal: Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) that are in the following areas: City and Urban areas in all provinces.		10		
Promotional of enterprises that are 40% or more owned by women		5		
Specific Goal: Promotion of Enterprises that are owned by youth. These are enterprises that are 20% or more owned by youth		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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