employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

BID ADVERTISEMENT

DESCRIPTION	REQUIRED AT:	TENDER NO:	CLOSING DATE:
Bid for the appointment of a service provider to render Travel Management Services to the National Department of Employment and Labour for a period of thirty-six (36) Months. **COMPULSORY BRIEFING SESSION ON MICROSOFT TEAMS**: Date: **25 October 2023** Time: **10:00AM** **NB**: The link to join the compulsory briefing session meeting is attached on the eTenders portal. **BID DOCUMENTS:** Bid Documents are attached for all prospective bidders to download on the Departmental Website and eTenders portal. **BID DOCUMENTS TO BE DELIVER IN THE BID BOX AT:** Department of Employment and Labour Head Office 310 Paul Kruger Laboria House Pretoria 0002	National Department of Employment and Labour.	LAB 03/2023	08 November 2023 at 11:00AM

TECHNICAL CONTACT PERSON: Mr. Phuti Kgare Telephone: 012 309 4485 Email: Phuti.kgare@labour.gov.za **BID ADMINISTRATION CONTACT PEOPLE:** Ms. Boitumelo Zulu, MS. Bellah Gelebe and Themba Maseko Telephone: 012 309 4943/4084/4826 Email: **HQtenders@labour.gov.za**			

Name & Surname: Boitumelo Zulu

Signature:

Date: 11/10/2023

Name & Surname: Musa Mthombeni

Signature:

Date: 11-10-23

Request for Proposal for Appointment of Travel Management Companies

To Provide Travel Management Services to The National Department of Employment and Labour

For the period of 36 months

Bid Number: LAB 03/2023

Date Issued: 11 October 2023

Closing date and time: 08 November 2023 @ 11:00 am

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

ADDRESS : 310 Paul Kruger Street
ADDRESS : Pretoria
ADDRESS : 0002

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1. INTRODUCTION

The Department of Employment and Labour strives for a labour market which is conducive to investment, economic growth, employment creation and decent work. The Department of Employment and Labour is a National Department which operate from its Head Office based in Pretoria, Supported Employment Enterprise Factories, nine (9) Provincial Offices and Labour Centres throughout the Country.

2. PURPOSE OF THIS REQUEST FOR BID (RFB)

The purpose of this Request for BID (RFB) is to solicit proposals from potential bidder(s) for the provision of automated online Travel Management Services to Department of Employment and Labour

This RFB document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Employment and Labour for the provision of travel management services to Department of Employment and Labour.

This RFB does not constitute an offer to do business with Department of Employment and Labour, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

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

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

Department means the organ of state, Department or Public Entity that requires the provision of travel management services.

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

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

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

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

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

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

OBT is Online Booking Tool

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

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

Service Level Agreement (SLA) is a contract between the successful bidder and department of employment and labour that defines the level of service expected from the both parties.

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

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

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

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

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

Travel Booker is the person coordinating travel reservations with the Travel Management Company (successful bidder) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

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

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

4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract

disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. **Procurement Legislation**

Department of Employment and Labour 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).

4.3. **Technical Legislation and/or Standards**

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

4.4 **Department Employment and Labour Acts; Rules and Regulations**

Bidder(s) should be compliant to all Department of Employment and Labour Acts, Rules and Regulation. Bidders(s) should remain complaint throughout the contract, in relation to Phase 4 of the Evaluation and Selection Criteria.

4.5 **PROTECTION OF PERSONAL INFORMATION**

The successful bidder shall comply with the provisions of all Data Protection Legislation, that apply in relation to any Personal Information Processed in connection with this Agreement, and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data Protection Laws to Personal Information and Promotion of Access to Information Act 2000 (Act 2 0f 2001)

5. BRIEFING SESSION

A Compulsory briefing and clarification session will be held through Microsoft team where the Department of Employment and Labour Head Office to clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders must attend the briefing session as proposals of bidders who did not attend the briefing session will not be considered.

6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid	
Compulsory briefing and clarification session	
Bid closing date	

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

Any time or date in this bid is subject to change at Department of Employment and Labour's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Employment and Labour to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Department of Employment and Labour 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 Central e-mail: HQtenders@labour.gov.za, Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

7.2. The delegated office of Department of Employment and Labour 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 Department of Employment and Labour 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 Department of Employment and Labour must be done in writing.

7.5. Whilst all due care has been taken in connection with the preparation of this bid, Department of Employment and Labour 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. Department of Employment and Labour, 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 Department of Employment and Labour (other than minor clerical matters), the Bidder(s) must promptly notify Department of Employment and Labour in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Employment and Labour an opportunity to consider what corrective action is necessary (if any).

7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Employment and Labour will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.8. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

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

11. SUPPLIER DUE DILIGENCE

Department of Employment and Labour reserves the right to conduct supplier due diligence prior to final award. This include but not limited to compliance to UIF, CF and any other Departmental regulations related to this Bid. Should the shortlisted bidder be found not be compliant with the Regulations, the department may regard the bid as non-responsive. Furthermore, the successful bidder must remain compliant for the duration of the contract period or the contract may be terminated.

12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be placed in the tender box at 310 Paul Kruger Street in Pretoria on or before the.....

12.2. Bid documents will only be considered if received by Department of Employment and Labour before the closing date and time.

12.3. The bidder(s) are required to submit two (2) copies of each file. (One (1) original and two (2) duplicate) with content of the entire proposal by the ..... at ..... Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE)
Exhibit 1: Pre-qualification documents **Exhibit 2:** • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. *(Refer to Section 17.2 - Phase 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)* **Exhibit 3:** • Company Profile • Any other supplementary information	**Exhibit 1:** Pricing Schedule

12.4. Bidders are requested to initial each page of the tender document on the top right hand corner.

13. PRESENTATION / DEMONSTRATION

Department of Employment and Labour reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

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

15. SCOPE OF WORK

15.1. Background

Department of Employment and Labour currently using an automated online booking tool solution, this travel program is managed and integrated into one seamless solution for bookings online, full approval flow, travel policy compliance monitoring, expenditure reconciliation with the lodge card, reporting and 24/7 support.)

Department of Employment and Labour's primary objective in issuing this BID is to source the service of successful bidder (s) to assist the department in achieve the following:

a) A consistent and reliable traveller satisfaction within the Department
b) A value for money service with third parties and obtaining the cost savings for the Department of Employment and Labour **without** any degradation in the services.
c) An efficient and effective travel bookings/reservation services to the Department.

15.2. **Travel Volumes**

The current Department of Employment and Labour total volumes per annum include air travel, accommodation, car hire, forex, conference, chauffer services and travel insurance etc. The table below details the number of transactions for the FY 2022 to date as follows which excludes other charges other than direct costs:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	11566	R 24 965 870.92
Air Travel - Regional & International	95	R 4 064 597.55
Car Rental - Domestic	3234	R 12 237 065.16
Car Rental - Regional & International	Nil	Nil
Accommodation - Domestic Regional & International	43001	R 189 179 927.60
Transfers - Domestic Regional & International	3597	R 3 228 475.00
Bus/Coach bookings	7	R 1 150 400.00
Train - Regional & International	0	R 36 257
Tour Operators	45	R 1 136 238.78
Parking	1	R 600.00
Insurance	46	R 20 886.00
Forex	0	0
GRAND TOTAL	**61602**	**R 236 024 746 .48**

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

15.3. Service Requirements

15.3.1. General

The successful bidder will be required to provide automated online travel management services. Short listed bidders will be required to demonstrate their system during the Presentation Phase.

Deliverables under this section include without limitation, the following:

a. The travel services will be provided to all travellers travelling on behalf of Department of Employment and Labour, locally and internationally. This will include employees; contractors; consultants and clients where the agreement is that Department of Employment and Labour is responsible for the arrangement and cost of travel;

b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) excluding public holidays and provide after hours and emergency services as stipulated in paragraph 14.3.6

c. Familiarisation with Department of Employment and Labour 's current travel business processes;

d. Familiarisation with Travel Suppliers and negotiated agreements that may be in place between Department of Employment and Labour and third parties. Assist with further negotiations for better deals with travel service providers;

e. Familiarisation with current Department of Employment and Labour 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 successful bidder 's account, subject to the outcome of a formal dispute process;

g. Provide a facility for Department of Employment and Labour 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 and provide invoices for the service rendered as per the Service Level Agreement (SLA) that will concluded;

j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent successful bidder to ensure a smooth transition.

k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 7 years) which are of similar operations to the Department of Employment and Labour.

l. All bidders must be registered with International Air Transport Association (IATA), if outsourced there must be an agreement letter signed between two parties and of ASATA (Association of South African Travel Agents) and it must be on the bidder name; Proof of such membership must be submitted with the bid at closing date and time.

m. The prospective service provider should be ISO/IEC 27001 compliant for the duration of the contract. (attach copy)

15.3.2. **Reservations:**

The Successful bidder will:

a. Provide end to end online booking tool to make bookings and reservations. (no human intervention).

b. Provide online signature tool for bookings and approvals.

c. The Online Booking Tool to have capabilities to flag all policy and cost containment transgression.

d. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker;

e. Appraise 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;

f. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits for International Reservations

g. Book the negotiated discounted fares and rates where possible;

h. 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;

i. Respond timely and process all queries, requests, changes and cancellations timeously and accurately;

j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times as per the SLA.

k. Advise the Traveller of all visa and inoculation requirements well in advance;

l. Visa applications will not be the responsibility of the successful bidder; however, the relevant information must be supplied to the traveller(s) where visas will be required;

m. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required;

n. Facilitate any reservations that are not bookable on the Global Distribution System (GDS);

o. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by Department of Employment and Labour are **non-commissionable**, where commissions are earned for Department of Employment and Labour bookings all these commissions should be returned to Department of Employment and Labour on a quarterly basis;

q. Ensure confidentiality and information in respect of all travel arrangements and concerning all persons requested by Department of Employment and Labour and

r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Employment and Labour's instructions.

15.3.3. **Air Travel:**

a. The successful bidder's OBT must display all available flights and fares available with rules for domestic travel.

b. The successful bidder 's OBT must be able to book full service carriers as well as low cost carriers;

c. The successful bidder 's OBT will book the most cost effective airfares possible for domestic travel;

d. For international flights, the airline which provides the most cost effective and practical routings may be used;

e. For International travel the successful bidder should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller;

f. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable);

g. 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;

h. The successful bidder will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements;

i. The successful bidder will be responsible for the tracking and management of unused and cancelled e-tickets as per agreement with the institution and provide a report on refund management once a quarter;

j. The successful bidder must during their report period provide proof that bookings were made against the discounted rates on the published fare where applicable;

k. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.) and

l. Assist with lounge access if and when required.

15.3.4. **Accommodation:**

a. The successful bidder's OBT must display all accommodation facilities and rates available with rules for domestic travel in accordance to National Treasury cost containment National Treasury cost containment related to travel and subsistence. /and departmental policy.

b. The successful bidder 's OBT will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury;

c. The successful bidder 's OBT will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller;

d. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Employment and Labour's travel policy.

e. Department of Employment and Labour travellers will use accommodation establishments with which the Department of Employment and Labour has negotiated Corporate Rates, falls within the Maximum Allowable Rates and Cost Containment Schedules provided by National Treasury. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the successful bidder will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Employment and Labour;

f. Accommodation vouchers must be issued to all Department of Employment and Labour travellers for accommodation bookings and must be invoiced to Department of Employment and Labour as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges;

g. The successful bidder must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum

allowable rates as per the cost containment instruction of the National Treasury and

h. 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 successful bidder's OBT must display all car rental and shuttle services, rates available with rules for domestic travel in accordance to National Treasury cost containment related to travel and subsistence. /and departmental policy.

b. The successful bidder 's OBT will book the approved category vehicle in accordance with the Department of Employment and Labour Travel Policy with the appointed car rental successful bidder from the closest rental location (airport, hotel and venue);

c. The Travel Consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements;

d. The successful bidder must ensure that relevant information is shared with travellers regarding rental vehicles, e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.;

e. The successful bidder 's OBT must be able to facilitate group transportation bookings to the Department of Employment and Labour that may include rail, buses and transfers;

f. For International Travel the successful bidder may offer alternative ground transportation to the Traveller that may include rail, buses and transfers;

g. The successful bidder should manage shuttle companies on behalf of the Department of Employment and Labour and ensure compliance with minimum standards. The successful bidder should also assist in negotiating better rates with relevant shuttle companies and

h. The successful bidder must during their report period provide proof that negotiated rates were booked, where applicable.

15.3.6. **Conference Facilities (when required).**

a. The successful bidder must source conference facility according to the specification provided

b. Assist to negotiate rates for group bookings and conferences

c. The successful bidder to source at least three (3) quotations for the conference

d. The Department reserves the right to conduct the Site inspection/visits with the selected venues and facility.

15.3.7. **After Hours and Emergency Services:**

a. The successful bidder must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans;

b. A dedicated consultant/s must be available to assist officials of the Department and VIP/Executive Travellers with after hour or emergency assistance.

c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to and

e. 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.

f. Successful bidder to take responsibility of afterhours charges where they are proven to be at fault.

15.4. **Communication:**

15.4.1. The successful bidder will be required to conduct:

i. Navigation sessions for Travel Bookers/travellers/approvers on implementations and new developments on the system of Department of Employment and Labour.

ii. Workshops,

iii. Training and refresher courses

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

15.4.3. The successful bidder 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 successful bidder must implement the rates negotiated by Department of Employment and Labour with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury instruction related to travel and subsistence where applicable;

15.5.2. The successful bidder will be responsible to manage the successful bidder accounts. This will include the timely receipt of invoices to be presented to Department of Employment and Labour for payment within the agreed time period;

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

15.5.4. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the successful bidder. 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 successful bidder will use the Department of Employment and Labour Lodged Card for the payment of air, accommodation and ground transportation;

15.5.7. The successful bidder is responsible for the consolidation of invoices and supporting documentation online that will be made available to Department of Employment and Labour's Fleet & Auxiliary Services Directorate on the agreed time period (e.g. weekly). This includes attaching; Purchase Order and other supporting documentation (Suppliers Invoices and Approved Submission in case of International Travel) to the invoices reflected on the credit card statement and

15.5.8. Ensure Travel Supplier accounts are settled timeously.

15.6. **Technology, Management Information and Reporting:**

15.6.1. The successful bidder 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 successful bidder must provide a full end to end Online Booking Tool to facilitate domestic bookings to optimise the services and related fees

15.6.3. Provide online signature for bookers and approvers

15.6.4. All management information and data input must be accurate;

15.6.5. The successful bidder will be required to provide the Department of Employment and Labour with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx

15.6.6. Reports must be accurate and be provided as per Department of Employment and Labour'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).

15.6.7. Department of Employment and Labour may request the successful bidder to provide additional management reports.

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

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

i. Travel

a) Detailed After Hours Report;
b) Compliments and complaints;
c) Consultant Productivity Report;

d) Long term accommodation and car rental;
e) Extension of business travel to include leisure;
f) Upgrade of class of travel (air, accommodation and ground transportation);
g) Bookings outside Travel Policy.
h) Booking statistics third parties

ii. Finance

a) Reconciliation of commissions/rebates or any volume driven incentives;
b) Creditor's ageing report per cost centre
c) Creditor's summary payments;
d) Daily invoices;
e) Reconciled reports for Travel Lodge card statement;
f) No show report;
g) Cancellation report;
h) Receipt delivery report;
i) Expenditure per cost centre report
j) Monthly Bank Settlement Plan (BSP) Report;
k) Refund Log;
l) Open voucher report, and
m) Open Age Invoice Analysis.
n) Unused flight tickets

15.6.10. The successful bidder 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 Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

15.7.2. The successful bidder must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Employment and Labour's account.

15.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

15.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the successful bidder and other travel service providers.

15.7.5. Ensure that the Department of Employment and Labour'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 successful bidder.

15.7.7. Ensure that workshops/training are 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 successful bidder 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 instruction related to travel and subsistence initiative and the Department of Employment and Labour's Travel Policy is establishing a basis for a cost savings culture.

15.9.2. It is the obligation of the successful bidder Consultant to advice 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 successful bidder 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 successful bidder 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 Department of Employment and Labour'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.

15.10. **Quarterly and Annual Travel Reviews**

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

15.10.2. Annual Reviews are also required to be presented to Department of Employment and Labour's Senior Executives.

15.11. **Office Management**

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

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

16. PRICING MODEL

Department of Employment and Labour requires bidders to propose pricing models being the transactional fee model.

Transaction Fees

Refer Annexure A3: Pricing Schedule

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

i. Off-site option **(Template 2 online bookings)**

17. EVALUATION AND SELECTION CRITERIA

Department of Employment and Labour has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Phase	Description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	**YES**
Phase 2	Mandatory requirements	**YES**
Phase 3	Evaluation on functionality	**YES**
Phase 4	Presentation	**YES**
Phase 5	Evaluation on Price and Specific goals	**YES**

The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

Submission of bid response: The bidder has submitted a bid response documentation pack –

i. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;

ii. in the correct format as one original document, two copies and an electronic copy in PDF format (non-erasable media to be used). *Any variance between artefacts will result in disqualification.*

PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour is unable to verify whether the pre-qualification requirements are met, then Department of Employment and Labour reserves the right to –

- Reject the bid and not evaluate it, or
- Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

(a) The Service providers must be registered with the Central Supplier Database. Service providers are required to provide the Department with the MAAA... number

(b) **Attendance at compulsory briefing session:** All bidders are required to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document.

(c) The total Bidding price must be written correctly and in full on all required SBD forms as well as the proposal/quotation.

(d) Completed and Signed Standard Bidding Documents (SBD forms)

(e) Certified ID copies of Company Members and Shareholders, at the point of submission.

(f) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.

(g) No late bids shall be accepted.

(h) Please note that any enquiries must be directed via e-mail or telephone and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 days before the closing date.

(i) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.

(j) Bids should be held valid for a period of 120 days.

PHASE 2: MANDATORY REQUIREMENTS

a) The prospective bidders must attach a certified copy of a Valid ASATA and it must be on the bidder's name.

b) The prospective bidders must submit their International Air Transport Association (IATA) licence (certified copy) at closing date it must be on the bidder name. Should the license be on the third parties name an agreement of such must be attached.

c) Travel Manager (Operational) - Key Accounts Manager must have relevant post matric qualifications and at least 5 years' experience in the travel industry.

(Attach a CV as well as certified copies of qualifications no older than 3 months).

Please note that:

- **Failure to provide any of the mandatory documents/requirements will lead to automatic disqualification of the service provider's bid.**
- **All certified copies must not be older than 6 months.**

PHASE 3: EVALUATION ON FUNCTIONALITY

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) and Mandatory requirements (Phase 2) will be evaluated for Functionality (Phase 3) will be evaluated as follows:

Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 75 points.

	CRITERIA	Scoring Guide	Weight
1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent successful bidder to ensure a smooth transition with a start dates and end dates.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
2	Provide reference letters from at least three (3) contactable clients (not older than 7 years) which are of a similar operation to Department/Organisation/Client 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= No letter provided 1= 1 contactable letters 2= 2 contactable letters 3= 3-4 contactable letters 4= 5 contactable letters 5= More than 5 contactable letters	10

3	**Manage all reservations/ group bookings (Venues and conferences Facilities and bus Services). Airline bookings.** Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers, what is the turnaround time and additional proof of competency. Describe your capabilities for handling conference facility, group bookings for Accommodation and Transport. What is the turnaround time? Describe in detail the process of booking the most cost-effective and practical routing for the traveller. 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, etc.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	20
4	**Directly negotiated rates& Financial Management.** Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by Department/Organisation/Client are **non-commissionable**, where commissions are earned for Department/Organisation/Client bookings, all these commissions should be returned to Department/Organisation/Client on a quarterly basis. Describe how these specific rates will be secured. Describe any	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5

	automated tools that will be used to assist with maintenance and processing of the said negotiated rates. successful bidders to provide proof of negotiations directly handled with third party service providers, in the benefit for the client. successful bidder should provide POE's of negotiated rates which are competitive to the government negotiated rates (Flights, Accommodation, Car Hire, etc.) Describe how you will implement the negotiated rates and maximum allowable rates established either by the Department/Organisation/Client or the National Treasury. Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. 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 Department/Organisation/Clients Please describe method of payment; reconciliation processes, submission of invoices. Successful bidder 's to submit POE's of account reconciliation, submission of invoices and bill back and pre-payments		
5	**After-hours and emergency services** The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).	1= Poor 2=Average 3=Good 4=Very good	5

	Please provide details/ Standard Operating Procedure of your after-hour support e.g. - how it is accessed by Travellers, - Where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 Remind the client to process purchase orders within 24 hours to reduce queries on invoices. Provide POE's of quantities and turnaround time of after hour bookings process.	5=Excellent	
6	**Communication** 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. POE's of matter of effective communication. (Travel Vouchers, sms', emails and booking confirmations)	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5
7	**Data Protection (ISO/IEC 27001 Certification)** Describe on how will you ensure that information of the employees/traveller is protected and how will you control/prevent Cyber-attacks (data protection) -certificate to be issued by RSA accredited bodies. - If the certificate is on the third party's name such agreement signed by both parties must be attached Describe how will you report and maintain validity of the compliance	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	15

SCORE	DESCRIPTION
1	Does not meet requirements, or no information supplied.
2	Meet some of the requirements
3	Almost meet all requirements
4	Fully meet all requirements
5	Exceeds all requirements

Phase 5 Evaluation

1. **Price (80 points)**

2. **Specific goals (20 Points)**

Goals	Number of points (10 points)
Creation of new jobs or the intensification of Labour absorption: 10 points will be equal to creation of 50 or more jobs in the last 5 years 8 points will be equal to creation of 40 or more jobs in the last 5 years 6 points will be equal to creation of 30 or more jobs in the last 5 years 4 points will be equal to creation of 20 or more jobs in the last 5 years 2 points will be equal to creation of 10 or more jobs in the last 5 years 0 points will be equal to creation less than10.	10
Percentage owned by Women **5 points be equal to 100% ownership** (Points Will be calculated and allocated based on the % of ownership to the company)	5
South African Company 5 points will be allocated to a company that is 100% owned by South African citizens and not a subsidiary of a foreign owned company	5

	requirement for the duration of the contract		
8	**Technology, Management Information and Reporting** Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. Tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in **Section 5.6.**) Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. Provide a description of all technology and reporting products proposed for Departments/Organisation/Client. Can the successful bidder comply with the Departments/Organisation/Client's monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17.	1= Poor 2=Average 3=Good 4=Very g 5=Excellent	15
9	**Account Management, Cost Management, Quarterly and annual Travel Reviews** Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process?	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10

	Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. What is in place to ensure that the Departments/Organisations/Clients' travel Policy is enforced? How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers Monthly/Quarterly Meetings, Training of staff on new developments 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 Department to realise cost savings on annual travel spend. Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.		
10	**Office Management** Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow. Describe roles and responsibilities of assigned staff. Please provide the management hierarchy. Describe type of training provided to travel agency personnel	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5
Total Score			100
Minimum threshold for technical proposal			75%

NB: All bidders with a score less than 75% out of 100% on technicality will not be considered for the next stage/phase.

Scoring Guideline

A point scoring system would be utilized as follows:

SCORE	DESCRIPTION
1	Does not meet requirements, or no information supplied. • less than 1 POE =1
2	Meet some of the requirements • 1 - 2 POE's =2
3	Almost meet all requirements • 3 POE's =3
4	Fully meet all requirements • 4-5 POE's =4
5	Exceeds all requirements • 6 POE's & above =5

PHASE 4: PRESENTATION

Bidders that have passed Phase 3 stage of evaluation will proceed to Phase 4 of evaluation which is Presentation and IES Inspection. Prospective bidders who score a minimum of 75 points or more will be considered for the next phase, Phase 5 (Price and Specific Goals).

Technical Scorecard

	Sub-Criteria	Scoring Guide	Weight
	Presentation	The prospective successful bidder must demonstrate the booking process on the automated online booking system from the request till the service is enjoyed. (start to end)	40%
		Provide a presentation on the process of archiving and retrieval reports of both finance and administrative and also method of Meetings with the DEL Travel Team.	30%
		Demonstrate the capabilities of account reconciliation with credit card/Virtual card service provider	10%
		Demonstrate the Inclusion of the Digital signature for the quality assurer/approvers for the approval flow without interruption.	20%
Total Technical score			**100%**

All bidders who score less than 75% out of 100% on Presentation will not be considered for further evaluation on Price and Specific Goals.

A point scoring system would be utilized as follows for the Presentation

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

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

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

18. GENERAL CONDITIONS OF CONTRACT

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

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Employment and Labour is prepared to enter into a contract with the successful bidder (s).

b. The bidder submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the bidder.

19. LEGAL REQUIREMENTS OF THE CONTRACT

19.1. Bidder/s must comply with basic Labour Relations Act/s, E.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA.

19.2 The Department will conduct an IES Inspection to ensure compliance with all the labour laws including Security Vetting.

19.3 The Department also reserves the right to cancel an award should the service provider be found to be non-compliant on Security Vetting and other Labour laws.

20. CONTRACT PRICE

Contract price should be fixed for the duration of the contract.

21. SERVICE LEVEL AGREEMENT

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

21.2. Department of Employment and Labour reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

22. SPECIAL CONDITIONS OF THIS BID

Department of Employment and Labour reserves the right:

22.1. To negotiate with one or more prospective bidder(s) identified in the evaluation process, regarding any terms and conditions, including price.

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

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

22.4. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated.

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

23. SERVICE PROVIDER SYSTEM/ INFORMATION SECURITY REQUIREMENTS

The service provider/bidder must ensure that security of the systems and platform that is going to host travel request system/application meet the minimum security standards requirements, the proposal must indicate and respond this to points: -

1. Compliance with POPI Act in terms of Citizens/Department personnel personal information to be captured on the application.
2. If the service provider host information on cloud it must be within the SA borders as per the DPSA Cloud directive requirements (Directive on Public Service Information System signed in 2002 provides directive on how information security governance, practise and other related procedures needs to be followed to ensure protection of information and technology assets. Key directives:
    a. Information system acquisition, development and maintenance,
    b. Communications and operations management,
    c. Access control,
    d. Mobile and remote control,
    e. Use of information assets,
    f. Cloud security),
    g. Electronic signature)
3. The prospective Service Provider must be ISO/IEC 27001 compliant.

24. DEPARTMENT OF EMPLOYMENT AND LABOUR REQUIRES BIDDER(S) TO DECLARE

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

24.1. Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Employment and Labour;

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 Department of Employment and Labour 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 Department of Employment and Labour;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Employment and Labour as a client before any other consideration; and

h. To ensure that any information acquired by the bidder(s) from Department of Employment and Labour will not be used or disclosed unless the written consent of the client has been obtained to do so.

25. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

25.1. Department of Employment and Labour reserves its right to disqualify any bidder who either itself or any of whose member's directors or members of senior management, whether in respect of Department of Employment and Labour or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Employment and Labour's officers, directors, employees, advisors or other representatives;

d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g. Has in the past engaged in any matter referred to above; or

h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

26. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

26.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Employment and Labour relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

26.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Employment and Labour against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Employment and Labour and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

27. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Employment and Labour, 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.

28. INDEMNITY

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

29. 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.

30. LIMITATION OF LIABILITY

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

31. TAX COMPLIANCE

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

32. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

33. GOVERNING LAW

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

34. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

35. CONFIDENTIALITY

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

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Employment and Labour remain proprietary to Department

of Employment and Labour and must be promptly returned to Department of Employment and Labour upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Employment and Labour'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.

36. DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION

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

37. AVAILABILITY OF FUNDS

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

Tumelo Malindzisa

Chair Person BSC(Travel Tender)

Date: 09/10/2023

employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

CHECKED BY BIDDER

NB!! Have the following forms completed, signed and submitted with your proposal.

☐	SBD 1	☐	Certified ID copies
☐	SBD 4	☐	Letter of resolution of Signatory
☐	SBD 6.1	☐	Signature on each page
☐	Tax Compliance(SARS PIN)	☐	Briefing Attended
☐	CSD	☐	
☐	Annexure A3 (Pricing)	☐	

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE FULLY COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LABOUR					
BID NUMBER:	LAB 03/2023	CLOSING DATE:	08 NOVEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	**Bid for the appointment of a service provider to render Travel Management Services to the National Department of Employment and Labour for a period of thirty-six (36) Months.**				
The bidders must be registered on the Central Suppler Database(CSD) and attaché such proof (i.e. MAAA number) The successful bidder will be required to fill in and sign a written contract form (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE

BID BOX SITUATED AT *(STREET ADDRESS)*

The Department of Employment and Labour, Laboria House: Francis Baard Street entrance (c/o Paul Kruger and Francis Baard Street) Pretoria				
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				
	TCS PIN:		**OR** CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	Department of Employment and Labour	**CONTACT PERSON**	Phuti Kgare
CONTACT PERSON	Boitumelo Zulu/Bellah Gelebe/Themba Maseko	**TELEPHONE NUMBER**	012 309 4485
TELEPHONE NUMBER	(012) 309 4943/4084/4826	**FACSIMILE NUMBER**	n/a
FACSIMILE NUMBER	n/a	**E-MAIL ADDRESS**	Phuti.Kgare@LABOUR.gov.za
E-MAIL ADDRESS	HQtenders@labour.gov.za		

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 ONLINE.**

1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).**

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

IMPORTANT NOTE:

Tax Compliance Status

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer`s profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

Failure to submit the required compliance information will invalidate your bid/proposal.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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

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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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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

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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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Creation of New jobs or the intensification of Labour absorption: (10 points will be equal to creation of 50 or more jobs in the last 5 years, 8 points will be equal to creation of 40 or more jobs in the last five years, 6 points will be equal to creation of 30 or more jobs in the last five years, 4 points will be equal to creation of 20 or more jobs in the last five years, 2 points will be equal to creation of 10 or more jobs in the last five years, 0 points will be equal to creation of less than 10.)	**10**	
Percentage owned by Woman: **5 Points will be equal to 100% ownership** (Points will be calculated and allocated based on the % of ownership to the Company)	**5**	
South African Company: (5 Points will be allocated to a Company that is 100% owned by South African Citizens and not a subsidiary of a foreign owned Company.	**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: .....

.....

.....

.....

TEMPLATE 1: TRANSACTION FEE MODEL
OFF-SITE SERVICES

RFP NO:	
RFP NAME:	#REF!
BIDDER NAME	

1.1 TRANSACTION FEES

ITEM	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS Unit Price (excl VAT)	TRADITIONAL BOOKINGS Unit Price (incl VAT)	TRADITIONAL BOOKINGS TOTAL Price (incl VAT)	ONLINE BOOKINGS Unit Price (excl VAT)	ONLINE BOOKINGS Unit Price (incl VAT)	ONLINE BOOKINGS TOTAL Price (incl VAT)
1	Air Travel – International			R -	R -		R -	R -
2	Air Travel – Regional			R -	R -		R -	R -
3	Air Travel – Domestic			R -	R -		R -	R -
4	Air Travel – International (Re-issue)			R -	R -		R -	R -
5	Air Travel – Regional (Re-issue)			R -	R -		R -	R -
6	Air Travel – Domestic (Re-issue)			R -	R -		R -	R -
7	Refunds – Air Domestic			R -	R -		R -	R -
8	Refunds – Air Regional			R -	R -		R -	R -
9	Refunds – Air International			R -	R -		R -	R -
10	Car Rental – Domestic			R -	R -		R -	R -
11	Car Rental – Regional			R -	R -		R -	R -
12	Car Rental – International			R -	R -		R -	R -
13	Transfers/Shuttle – Domestic			R -	R -		R -	R -
14	Transfers/Shuttle – Regional			R -	R -		R -	R -
15	Transfers/Shuttle – International			R -	R -		R -	R -
16	Accommodation – Domestic			R -	R -		R -	R -
17	Accommodation – Regional			R -	R -		R -	R -
18	Accommodation – International			R -	R -		R -	R -
19	Bus/Coach Bookings			R -	R -		R -	R -
20	Train bookings – International			R -	R -		R -	R -
21	Visa Assistance (Provision of documents and advice)			R -	R -		R -	R -
22	Courier services for travel documentation			R -	R -		R -	R -
23	SMS Notifications			R -	R -		R -	R -
24	Parking bookings			R -	R -		R -	R -
25	Cancellations			R -	R -		R -	R -
26	Changes to bookings			R -	R -		R -	R -
27	After Hours Services			R -	R -		R -	R -
28	Additional Ad-hoc Reports (per report)			R -	R -		R -	R -
29	Customised Reports (per report)			R -	R -		R -	R -
30	Travel Lodge card Reconciliation			R -	R -		R -	R -
31	Debtors Account Reconciliation			R -	R -		R -	R -
32	Other (Specify)			R -	R -		R -	R -
33	Other (Specify)			R -	R -		R -	R -
34	Other (Specify)			R -	R -		R -	R -
35	Other (Specify)			R -	R -		R -	R -
36	Other (Specify)			R -	R -		R -	R -
37	Other (Specify)			R -	R -		R -	R -
	Total				**R -**			**R -**

Percentage Split between Online Booking and Traditional Booking	Percentage Traditional		Percentage Online	

1.2 CONFERENCE TRANSACTION FEE

Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee **(as a % of the Total turnover of the event)**		

1.3 COST ELEMENT BREAKDOWN

This cost breakdown will be used for price adjustment purposes. The formula for price adjustment is explained on the CPA tab.

Item	Cost Element	Percentage weighted contribution	Index
1	Compensation	50%	
2	Administration cost	10%	
3	Overheads	20%	
4	Interest on Overdraft	10%	
5	Other (Specify)	5%	
6	Other (Specify)	5%	
		100%	

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5.Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person

will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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