

TRAVEL MANAGEMENT SERVICES CHECKLIST OF DOCUMENTS TO BE SUBMITTED -NCPT/01/2024/25				
CHECKLIST FOR BIDDERS		TICK		
		Yes	N/A	No
COMPLIANCE WITH MANDATORY REQUIREMENTS				
All forms completed, duly signed				
SBD 1: Invitation to Bid and Total Bid Price				
Registration on Central Supplier Database (CSD)				
Pricing Schedule ( Annexure A)				
Original certified valid registration certificate IATA(Licence/certificate(certified copy)				
COMPLIANCE WITH OTHER REQUIREMENTS		Yes	N/A	No
SBD 4: Declaration of interest				
SBD 6.1: Preference Points Claim form				
SBD 7.2 : Contract Form				
Tax Status or SARS Pin				
ASATA(Association of South African Travel Agents)				
FUNCTIONALITY CRITERIA REQUIREMENTS				
Past experience and trade reference				
Team capacity				
Financial Viability				
Service Standards				
NAME OF BIDDER		SIGNATURE		



The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years



**NCPT**

**Northern Cape Provincial Government**  
PROVINCIAL TREASURY

**THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY(IES),  
TO RENDER TRAVEL, ACCOMMODATION, VENUE &  
CONFERENCING AND CAR HIRE MANAGEMENT SERVICES FOR  
3 YEARS**

**NCPT 01/2024/25**

**Closing date and time:**

**21 August 2024 at 11:00**

**Validity Period: 120 days**

**DELIVERY ADDRESS:**

Provincial Treasury  
Cnr of Knight and Stead Street  
Metlife Towers (Post Office building)  
**Ground floor, Reception desk**  
KIMBERLEY  
8300

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

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## 1. INTRODUCTION

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, No.1 of 1999). NCPT seeks to appoint service providers to render Travel, Accommodation, Venue & Conferencing and Car hire management services for 3 years.

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

The Northern Cape Provincial Treasury (NCPT) has a need to appoint experienced service provider(s) to render Travel, Car hire, Accommodation, Venue i.e conferencing facilities services. The services required include the provision of:

- 2.1 Air Travel (Domestic and International)
- 2.2 Car Rental (Domestic and International)
- 2.3 Booking of shuttle services (including the Gautrain, buses)
- 2.4 Accommodation (Domestic and International)
- 2.5 Venue i.e. conferencing facilities that may be required.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by NCPT for the provision of Travel, Car hire, Accommodation, Venue i.e conferencing facilities services for 3 years.

## 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. 16h00 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.

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

**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

**Functionality** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

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

**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

**Service Level Agreement (SLA)** is a contract between the travel management company (TMC) and the Department of Northern Cape Provincial Treasury (NCPT) that defines the level of service expected from the TMC.

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

**Management/Service Fee** is the negotiated fee payable to the travel management company (TMC) in for the delivery of travel management services.

**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 TMC. These fees include visa fees and courier fees.

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

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

**Travel Booker** is the SCM official coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller.

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

**Travel Voucher** means a document issued by the 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.

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

This RFP has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with these legislation, the ACT will prevail.

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**4.1 Tax Legislation**

- 4.1.1** Bidder(s) must be tax compliant at the time of awarding of the bid. 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.
- 4.1.2** The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.3** 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.
- 4.1.4** Bidders are required to be registered on the Central Supplier Database (CSD) and the NCPT shall verify the bidder's tax compliance status through the Central Supplier Database.

**4.2 Procurement Legislation**

- 4.2.1** NCPT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulation of 2022, the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) and the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994.
- 4.2.2** In line with the Preferential Procurement Regulation of 2022, NCPT will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with specific goals.

**4.3 Technical Legislation and/or Standards**

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

**5. BRIEFING SESSION**

**No briefing session will be held for this tender as the specifications set are very detailed and does not require a briefing session.** The tender documents may be obtained from the reception desk at the main entrance of Metlife Towers building (Kimberley) (Post office building) or downloaded from [www.ncpt.gov.za](http://www.ncpt.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za). **The department further requests that all prospective bidder(s) who download the tender documents on the website should send an email to [nchake@ncpg.gov.za](mailto:nchake@ncpg.gov.za) as confirmation that the document has been received. This is essential for the compilation of a register of prospective bidder(s). The register will also be utilised to send out answers to clarity seeking questions received from all prospective bidders. Failure to indicate that you have downloaded or received the tender document will result in no communication on questions raised.**



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Clarity seeking questions relating to the bid can be sent in writing to [JBoane@ncpg.gov.za](mailto:JBoane@ncpg.gov.za) from 31 July 2024 - 07 August 2024. Written responses to all questions will be sent to all prospective bidders by 21 August 2024.

## 6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on print media <a href="http://www.ncpt.gov.za">www.ncpt.gov.za</a>	31 July 2024
Clarity seeking questions	31 July 2024-07 August 2024
Answers to clarity seeking questions	12 August 2024
Bid closing date	21 August 2024
Bid Functionality Committee	27-28 August 2024
Bid Evaluation Committee	09-10 September 2024
Bid Adjudication Committee	19-20 September 2024

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

Any time or date in this bid is subject to change at NCPT's discretion. The establishment of a time or date in this bid does not create an obligation on the part of NCPT 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 NCPT 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 [JBoane@ncpg.gov.za](mailto:JBoane@ncpg.gov.za). The delegated office of NCPT may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.2 Any communication to an official or a person acting in an advisory capacity for NCPT in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.3 All communication between the Bidder(s) and NCPT must be done in writing.
- 7.4 Whilst all due care has been taken in connection with the preparation of this bid, NCPT 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. NCPT and its employees and advisors will not be liable with respect to any information communicated, which may not be accurate, current or complete.
- 7.5 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 NCPT (other than minor clerical matters), the Bidder(s) must promptly notify NCPT in writing to



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LRoach@ncpg.gov.za of such discrepancy, ambiguity, error or inconsistency in order to afford NCPT an opportunity to consider what corrective action is necessary (if any).

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

**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, Industry and Competition 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 NCPT may have against the Bidder / contractor concerned.

**11. SUPPLIER DUE DILIGENCE**

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

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**12. SUBMISSION OF PROPOSALS**

12.1 Bid documents may either be posted, couriered or hand delivered to Cnr of Knight and Stead Street, Metlife Towers (Post office building), ground floor reception desk, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to Private Bag. It is the bidder's responsibility to ensure that the courier service delivers their document on time.

12.2 Bid documents will only be considered if received before the closing date and time, regardless of the method used to send or deliver such documents. The bidder(s) must submit one (1) original hard copy by 21 August 2024 at 11:00 am. Bidders are required to initial each page of the tender document on the bottom right hand corner.

The hard copy should be labelled and submitted in the following format:

FILE
1. Mandatory requirements (Gate 1)
2. Functionality evaluation criteria (Gate 2)
3. Price and specific goal evaluation (Gate 3)

**13. DURATION OF THE CONTRACT**

The successful bidder(s) will be appointed for a period of 3 years.

**14. SCOPE OF WORK**

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

- Provide NCPT with the services for travel, car hire, accommodation, Venue i.e conferencing and facilities services that are consistent and reliable and will maintain a high level of satisfaction in line with the service levels;
- Achieve significant cost savings for NCPT without any degradation in the services; and in consideration of departmental standards and cost limits (National Treasury Circular 07 of 2022/23).
- Appropriately contain NCPT's risk and traveller risk.
- Must be able to do manual and online booking services.

**14.1 Service Categories**

The current NCPT total volumes per annum includes Travel, Car hire, Accommodation, Venue i.e conferencing facilities services etc.

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The table below details the number of transactions for the 2023/2024 financial year as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	166	R1 263 612.60
Air Travel - Regional & International	1	R94 680.87
Car Rental - Domestic	74	R311 830.37
Accommodation - Domestic	734	2 583 994.91
Accommodation - Regional & International	1	R50 156.92
Venue and Conferencing Facilities	40	R2 171 811,10
<b>GRAND TOTAL</b>	<b>1016</b>	<b>R6 476 086,77</b>

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

## 15. SERVICE REQUIREMENTS

Bidders must be members of IATA (International Air Transport Association) and membership to ASATA (Association of South African Travel Agents) will be an added advantage. Proof of such membership must be submitted with the bid at closing date and time.

### 15.1.1 General

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

- The travel services will be provided to all Travellers travelling on behalf of NCPT, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that NCPT is responsible for the arrangement and cost of travel.
- Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- Compliance with current NCPT travel business processes.
- Compliance with current NCPT Travel Policy and implementations of controls to ensure compliance. (Refer to the current maximum allowable rates for the domestic accommodation and meals).
- Compliance with PFMA SCM Instruction No: 07 of 2022-23 “Cost Containment measures related to travel and subsistence”.
- Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC’s account, subject to the outcome of a formal dispute process.
- The TMC (s) will create a travellers profiles for all travellers and ensure the information is updated.

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- h) Manage the third party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices from service suppliers.
- j) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

**15.1.2 Reservations**

The Travel Management Company will:

- a) Receive travel requests from travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant order/ commitment letter, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b) The TMC(S) must have a full understanding of all the destinations and routings to be able to advise the traveller of alternative plans that are more cost effective and more convenient where necessary.
- c) The TMC(S) will book the negotiated discount fares and rates where possible.
- d) The TMC(S) will respond timely and process all requests, changes and cancellations timeously and accurately.
- e) The TMC(S) will advise the traveller of all visa and inoculation requirements well in advance.
- f) The TMC(S) will assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- g) The TMC(S) must also facilitate any reservations that are not bookable on the global distribution system (GDS).

**15.1.3 Air Travel**

- a) The TMC must be able to book full service carriers as well as low cost carriers.
- b) The TMC must book the most cost effective airfares possible for domestic travel.
- c) The TMC must book the airline that provides the most cost effective and practical routes for international flights
- d) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- e) 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.
- f) The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- g) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

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

**15.1.4 Accommodation**

- a) The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate as prescribed in Instruction note No 7 of 2022/23 issued by National Treasury and that is located as close as possible to the destination of the traveller.
- b) This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast in accordance with NCPT's travel policy.
- c) Accommodation vouchers must be issued to all NCPT travellers for accommodation bookings and must be invoiced to NCPT as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- d) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- e) The quotations submitted to the department must indicate the cancellation policy of guesthouses/hotels.

**15.1.5 Car Rental and Shuttle Services**

- a) The TMC will book the approved category vehicle in accordance with the NCPT Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b) The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements.
- c) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e) The TMC will book transfers in line with the NCPT Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f) The TMC should manage shuttle companies on behalf of the NCPT and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

**15.1.6 Venue i.e conferencing, and related facilities**

- a) The TMC will obtain three price comparisons from establishments for venue and facilities that provide the best available rate
- b) Cancellation of bookings must be done promptly to guard against no show and late cancellation fees.
- c) The quotations submitted to the department must indicate the cancellation policy of establishments.



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**15.1.7 After Hours and Emergency Services**

- a) The TMC must provide a consultant or team of consultants to assist travellers with after hours and emergency reservations and changes to travel plans.
- b) A dedicated consultant/s must be available to assist 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.

**15.2** The TMC must have a standard operating procedure for managing after hours and emergency services.

**15.3 Communication**

The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.

**15.4 Financial Management**

- a) The TMC must implement the rates negotiated by National Treasury with travel service providers or the discounted air fares.
- b) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to NCPT for payment within the agreed time period of 30 days. The TMC will be required to offer a 30-day bill-back account facility to accommodation establishments and ground transportation service providers that are utilised by travellers.
- c) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to NCPT's financial department on the agreed time period i.e. weekly. This includes attaching the travel authorisation or purchase order number and other supporting documentation to the invoices reflected on the service provider bill-back report or the credit card statement.

**15.5 Account Management**

- a) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the NCPT's account.
- b) The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.



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- c) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

**15.6 Value Added Services**

The TMC must provide the following value added services:

Destination information for domestic and international destinations:

- a) Health warnings;
- b) Weather forecasts;
- c) Places of interest;
- d) Visa information;
- e) Travel alerts;
- f) Location of hotels and restaurants;
- g) Information including the cost of public transport;
- h) Rules and procedures of the airports;
- i) Business etiquette specific to the country;
- j) Airline baggage policy; and
- k) Supplier updates
- l) Electronic voucher retrieval via web and smart phones;
- m) SMS notifications for travel confirmations;
- n) Travel audits;
- o) Global Travel Risk Management;

**15.7 Cost Management**

- a) National Treasury Instruction Note 07 of 2022-23 is establishing a basis for a cost savings culture.
- b) It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.
- c) The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with National Treasury Instruction Note 07 of 2022-23 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.

**15.8 Office Management**

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

- a) Senior Consultants
- b) Intermediate Consultants
- c) Junior Consultants
- d) Travel Manager/ Liaison Officer (Operational)

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- e) Finance Manager and support staff
- f) Strategic Account Manager

**16. TRANSFER AND CESSION**

The preferred bidder shall render the TMC service. The use of subcontractors will not be allowed after awarding of tender, without prior written permission by NCPT. The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of **Bid NCPT/01/2024/25** or any part thereof to any person or company.

**17. PRICING**

**Refer to Annexure A: Pricing Schedule**

**18. EVALUATION AND SELECTION CRITERIA**

In line with the PPF Regulations of 2022, NCPT will hereby be applying price and specific goal as a criteria to advance the objectives of the department.

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

<b>Mandatory requirements (Gate 1)</b>	<b>Functionality Evaluation Criteria (Gate 2)</b>	<b>Price and Specific Goals (Gate 3)</b>
Bidder(s) must submit all documents as outlined in the table below.  Only Bidder(s) that comply with mandatory requirements will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 to proceed to Gate 3	Bidder(s) will be assessed on price and Specific goals.

**18.1 Gate 1: Mandatory Requirements**

Without limiting the generality of the NCPT's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below.

All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder(s)' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

**Invitation to Bid: NCPT/01/2024/25**

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The bidder(s)' proposal will be disqualified for non-submission of any of the documents.

<b>Document that must be submitted</b>	<b>Non-submission will result in disqualification</b>	
<b>Invitation to Bid- SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document.
<b>Registration on Central Supplier Database (CSD)</b>	<b>YES</b>	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration and CSD Master Registration Number (MAAA number).
<b>IATA</b>	<b>YES</b>	Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per <b>Annexure A in a separate envelope</b>

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

<b>NON-MANDATORY</b>		
<b>Tax Status Tax Clearance Certificate</b>	<b>NO</b>	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or SARS PIN, the CSD verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e filing.
<b>ASATA</b>	<b>NO</b>	Bidders are required to submit their proof of membership
<b>Declaration of Interest – SBD 4</b>	<b>NO</b>	Complete and sign the supplied pro forma document.
<b>Preference points claim form – SBD 6.1</b>	<b>NO</b>	Bidder(s) are required to prove the specific goal by providing the department with required documents.
<b>Contract Form – Rendering of services – SBD 7.2</b>	<b>NO</b>	Bidder undertake to render services described in the attached bidding documents.

**18.2 Gate 2: Functionality Evaluation Criteria = 100 points**

All bidders are required to respond to the functionality evaluation criteria scorecard as indicated below. Only bidder(s) that have met the mandatory (Gate1) requirements will be evaluated in Gate 2 for functionality.

A bidder that scores less than 70% for functionality will be regarded as non-responsive and will be disqualified. All bidder(s) who receive 70% and more for functionality will further be evaluated on points for price and specific goals.

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

Criteria	Guidelines for criteria application	Weights
<b>Past experience trade reference</b>	<p>Provide an overview of your organisation's experience in the industry.</p> <ul style="list-style-type: none"> <li>• Provide three or more written reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which reflects the average number of transactions as indicated in point 14.1 above.</li> <li>• The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of services that were provided and the level of satisfaction.</li> <li>• Company profile to prove experience of the service provider to undertake the scope of work involved.</li> <li>• Minimum of 3 years' experience.</li> </ul>	<b>30</b>
<b>Team capacity</b>	<p>The service provider should demonstrate the capacity of management and employees to carry out work required in terms of:</p> <ul style="list-style-type: none"> <li>• Organisational structure indicating number of employees</li> <li>• Summary of qualifications and experience of team and supervisor to be allocated for the project</li> <li>• Role of management in this tender</li> </ul>	<b>20</b>
<b>Financial Viability</b>	<p>Bidder to provide 3 years (2021-2024) financial statements in line with Companies Act as well as Close Corporations Act:</p> <ul style="list-style-type: none"> <li>• Bank confirmation of credit facilities or available cash resources. The bidder must have a cash resources of at least 5% of the transactional value of the departments spending(as indicated in point 14.1 above on accommodation and travel</li> </ul>	<b>20</b>

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

<b>Service Standards</b>	<p>The bidders must describe how all travel reservations/ bookings are handled and provide a detailed response on how will they achieve the project scope. The outlined project methodology should cover the following:</p> <ul style="list-style-type: none"> <li>• Financial management.</li> <li>• Service delivery.</li> <li>• Customer satisfaction.</li> <li>• Cost management.</li> <li>• An effective, efficient and economical 24-hour travel and accommodation management services per section.</li> <li>• Risk management process for travelers i.e. risk assessment, mitigation strategies and business continuity.</li> <li>• Mitigation plan for the risk identified or threats anticipated.</li> <li>• Health regulations and compliance thereof before and during travel.</li> </ul>	<b>30</b>
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**18.3 Gate 3: Evaluation of price (80) points and Specific Goal (20)**

Only Bidders that have met the 70 point threshold in functionality criteria will be evaluated on points for price and Specific Goal. Price and Specific goal will be evaluated as follows:

<b>SPECIFIC GOAL</b>	<b>PERCENTAGE</b>	<b>SCORE</b>
<b>RACE</b>	<b>100 % BLACK OWNED COMPANY</b>	<b>6</b>
	<b>50%-99% BLACK OWNED COMPANY</b>	<b>5</b>
	<b>LESS THAN 50% BLACK OWNED COMPANY</b>	<b>0</b>
<b>GENDER</b>	<b>100 % FEMALE OWNED COMPANY</b>	<b>4</b>
	<b>50%-99% FEMALE OWNED COMPANY</b>	<b>3</b>
	<b>LESS THAN 50% FEMALE OWNED COMPANY</b>	<b>0</b>
<b>YOUTH(18-35 years)</b>	<b>100 % YOUTH OWNED COMPANY</b>	<b>3</b>
	<b>50%-99% YOUTH OWNED COMPANY</b>	<b>2</b>
	<b>LESS THAN 50% YOUTH OWNED COMPANY</b>	<b>0</b>



**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

<b>DISABILITY</b>	<b>100% DISABILITY OWNED COMPANY</b>	<b>3</b>
	<b>50%-99% DISABILITY OWNED COMPANY</b>	<b>2</b>
	<b>LESS THAN 50% DISABILITY OWNED COMPANY</b>	<b>0</b>
<b>LOCALITY</b>	<b>100% COMPANY BASED IN NORTHERN CAPE</b>	<b>4</b>
	<b>COMPANY NOT BASED IN NORTHERN CAPE</b>	<b>0</b>

**Stage 1 – Price Evaluation (80 Points)**

<b>Criteria</b>	<b>Specific Goal Allocation</b>
<b>Price Evaluation</b> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	20

The following formula will be used to calculate the points for price:

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

**Stage 2 – Specific Goal (20 Points)**

**Specific Goal Points allocation**

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- Originally certified Identification Document of Directors/owners
- Medical Report issued by the Specialist(if claiming for disability); and
- Certified Copy of CIPC Report.
- Locality: Directors to submit proof of address

**19. GENERAL CONDITIONS OF CONTRACT**

- a) Any award made to a bidder(s) under this bid is conditional, amongst others, upon – The bidder(s) accepting the terms and conditions contained in the General Conditions of

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

Contract as the minimum terms and conditions upon which NCPT is prepared to enter into a contract with the successful Bidder(s).

- b) The bidder submitting the General Conditions of Contract to NCPT together with its bid, duly signed by an authorised representative of the bidder.

**20. SERVICE LEVEL AGREEMENT**

Upon award NCPT and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by NCPT.

**21. SPECIAL CONDITIONS OF THIS BID**

NCPT reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To accept part of a tender rather than the whole tender.
- d) 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.
- e) 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.
- f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

**22. NCPT REQUIRES BIDDER(S) TO DECLARE**

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

Confirm that the bidder(s) is to: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of NCPT;
- 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 NCPT 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 NCPT;
- 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 NCPT as a client before any other consideration; and

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

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

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

NCPT reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of NCPT 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, from any employee, advisor or other representative of a NCPT in order to obtain any unlawful advantage in relation to procurement or services provided to NCPT makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NCPT's employees, advisors or other representatives;
- c) in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to NCPT;
- d) 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 NCPT;
- e) 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 NCPT.
- f) has in the past engaged in any matter referred to above; or
- g) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

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

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

It follows therefore that misrepresentations in a proposal may give rise to service termination and a claim by NCPT against the bidder notwithstanding the conclusion of the Service Level

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

Agreement between NCPT and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

**25. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process.

**26. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, NCPT 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 NCPT harmless from any and all such costs which NCPT may incur and for any damages or losses NCPT may suffer.

**27. PRECEDENCE**

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

**28. LIMITATION OF LIABILITY**

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

**29. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. NCPT 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 NCPT, or whose verification against the Central Supplier Database (CSD) proves non-compliant. NCPT further reserves the right to cancel a contract with a successful bidder.

**30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. NCPT 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.

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue & Conferencing and Car Hire Management services for 3 years**

**31. GOVERNING LAW**

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

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

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

**33. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with NCPT'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 NCPT remain proprietary to NCPT and must be promptly returned to NCPT 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 NCPT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

**34. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (NCPT/01/2024/25) the NCPT 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 there upon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension

**Invitation to Bid: NCPT/01/2024/25**

**The Appointment of Travel Management Company(ies), to render Travel, Accommodation, Venue and Car Hire Management services for 3 years**

**35. CONTACT DETAILS**

	Contact Person	Email Address	Reason for Enquiry
1.	Naledi Chake	NChake@ncpg.gov.za	Inform NCPT when tender documents have been downloaded on the website (from advertising to closing date)
2.	Julia Boane	JBoane@ncpg.gov.za	Clarity seeking questions (31 July 2024 - 07 August 2024)

**APPROVED BY:**

  
**DR. M GASELA**  
**HEAD OF DEPARTMENT**





## ANNEXURE A - PRICING SCHEDULE

**BID NUMBER: NCPT/01/2024/25: THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY (IES), TO RENDER TRAVEL, ACCOMMODATION, VENUE AND CAR HIRE MANAGEMENT SERVICES FOR 3 YEARS**

**CLOSING DATE & TIME: ON 21 AUGUST AT 11H00**

**BIDDER NAME:**

NO	Service Category (A)	Estimated Number of Transactions per Annum	Estimated Expenditure per Annum (C)	Percentage(%) For The Duration Of The Contract	TOTAL = (C) X (D)
1	Air travel - Domestic	166	R1 263 612.60		
2	Air Travel - Regional & International	1	R94 680.87		
3	Car Rental - Domestic	74	R311 830.37		
4	Accommodation - Domestic	734	R2 583 994.91		
5	Accommodation - Regional & International	1	R50 156.92		
6	Venue and Conferencing Facilities	40	R2 171 811,10		
<b>TOTAL</b>		<b>1016</b>	<b>R6 476 086,77</b>		

The values are for illustrative purposes only, it will allow NCPT to evaluate the Bids pricing.

### Additional fees – Emergency Services

DESCRIPTION	PERCENTAGE FOR THE DURATION OF THE CONTRACT
Travel, Accommodation, Venue & Conferencing and Car hire management	

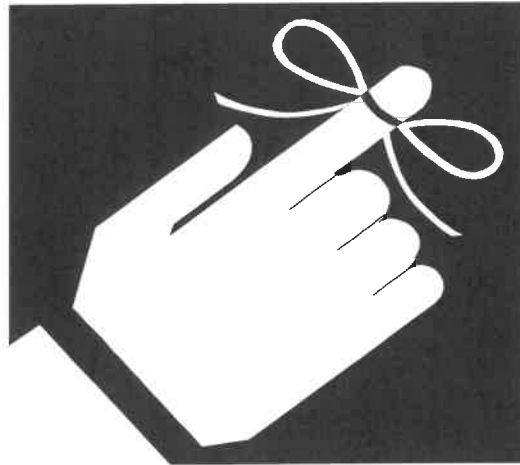
### Additional fees – Cancellation fees

DESCRIPTION	PERCENTAGE FOR THE DURATION OF THE CONTRACT
Travel, Accommodation, Venue & Conferencing and Car hire management	



# **IMPORTANT NOTICE**

## **NOTE 1**



**PLEASE NOTE THAT THIS BID CLOSES ON  
THE 21 AUGUST 2024 @ 11:00  
AT  
THE OFFICE OF PROVINCIAL TREASURY  
DEPARTMENTAL SUPPLY CHAIN  
MANAGEMENT, CORNER KNIGHT AND  
STEAD STREET, POST OFFICE BUILDING.  
(METLIFE TOWERS, KIMBERLEY)**

TAKE NOTE - BIDDERS WHO WISH TO  
MAKE USE OF SPEED SERVICES MUST  
MARK DELIVERY "TO COUNTER" AND NOT  
"TO PRIVATE BAG/BOX" ON THE STICKER.  
BIDDERS MUST ALSO CONTACT THE  
OFFICE AND SEND AN EMAIL, STATING  
THEIR TRACKING NUMBER OF THE BID  
DOCUMENT.

(See cover page for street address)



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE: NORTHERN CAPE PROVINCIAL TREASURY</b>					
BID NUMBER:	NCPT/01/2024/25	CLOSING DATE:	21 August 2024	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY(IES), TO RENDER TRAVEL, ACCOMMODATION, VENUE AND CAR HIRE MANAGEMENT SERVICES FOR 3 YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Cnr. Knight And Stead Street					
The Entrance Of The MetLife Towers On Ground Floor (Post Office Building),					
KIMBERLEY, 8300 OR Northern Cape Provincial Treasury					
Cnr of Knight and Stead Street Metlife Towers (Post Office building) 5TH Floor, Room 504					
KIMBERLEY, 8300					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>'A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE'</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER 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	Northern Cape Provincial Treasury	CONTACT PERSON	Ms K. Bambani		
CONTACT PERSON	Ms J. Boane	TELEPHONE NUMBER	0815684773		
TELEPHONE NUMBER	0662103873	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	JBoane@ncpg.gov.za	E-MAIL ADDRESS	Jboane@ncpg.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, 2022, 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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO 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.



## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

\*Delete if not applicable



**BID DOCUMENTS DEPOSITED ANYWHERE  
ELSE WILL BE REGARDED AND TREATED  
AS LATE BID**

**IMPORTANT NOTICE**

**NOTE 2**



**PLEASE NOTE THE FOLLOWING:**  
**WITH REFERENCE TO THE ATTACHED**  
**SBD 4:**

1. Should You Be Involved In A Joint Venture,  
**Both Parties Must Fully Declare Interest** And  
Complete SBD 4.
2. Please Ensure That You Are Aware Of All  
Interested Persons Who Should Declare Interest.
3. This Request Is Made For The Sake Of  
Transparency And The Timeous Conclusion Of  
Bids

## 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 interest<sup>1</sup> 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

---

<sup>1</sup> 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 consortium<sup>2</sup> 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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<sup>2</sup> 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

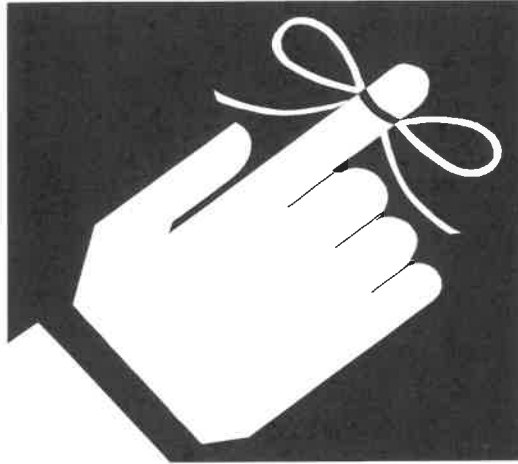
.....  
Name of bidder



\*\*\*\*\*  
\*\*\*\*\*

## **IMPORTANT NOTICE**

### **NOTE 3**



## **CLARITY SEEKING QUESTIONS WILL BE HELD AS FOLLOWS:**

CLARITY SEEKING QUESTIONS TO BE SENT BY BIDDERS ON :

DATE: 31 JULY 2024 – 07 AUGUST 2024 VIA E-MAIL

EMAIL ADRESS: JBOANE@NCPG.GOV.ZA

ANSWERS OF CLARITY SEEKING QUESTIONS TO BE SENT TO  
BIDDERS: 12 AUGUST 2024

CONTACT PERSON: Ms. J. BOANE

PHONE NO: 0662103873

\*\*\*\*\*



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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>RACE</b>		
100 %Black Owned Company	<b>6</b>	
50%-99% Black Owned Company	<b>5</b>	
Less Than 50% Black Owned Company	<b>0</b>	
<b>GENDER</b>		
100 % Female Owned Company	<b>4</b>	



50%-99% Female Owned Company	3	
Less Than 50% Female Owned Company	0	
<b>YOUTH</b>		
100 % Youth Owned Company	3	
50%-99% Youth Owned Company	2	
Less Than 50% Youth Owned Company	0	
<b>DISABILITY</b> ( Medical report issued by a Specialist to be submitted)		
100 % Disabled Owned Company	3	
50%-99% % Disabled Owned Company	2	
Less Than 50 % Disabled Owned Company	0	
<b>LOCALITY</b>		
100% Company Based In Northern Cape	4	
Company Not Based In Northern Cape	0	

#### 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:** .....

.....

.....

.....



## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in RFP Number **NCPT/01/2024/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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11. Insurance
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23. Termination for default
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27. Settlement of disputes
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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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



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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)





**national treasury**

Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

## **ANNEXURE A:**

### **MAXIMUM ALLOWABLE RATES FOR THE DOMESTIC ACCOMMODATION AND MEALS**

#### **1. GRADING AS A REQUIREMENT IN GOVERNMENT TO ONLY STAY IN GRAGED ACCOMMODATION ESTABLISHMENTS**

- 1.1 South African Tourism, through its Tourism Grading Council component, is mandated to provide quality assurance of tourism products and facilities through amongst others the grading of establishments such as hotels, bed & breakfasts, guest houses and conference venues in South Africa.
- 1.2 In order to promote the grading establishments throughout the country, Cabinet approved that government institutions should, with effect from January 2005, procure accommodation only from graded establishments and that, in instances where graded accommodation is not available, the use of establishments which are not graded by the Grading Council may be permitted.

#### **2. MAXIMUM ALLOWABLE RATES FOR DOMESTIC ACCOMMODATION**

- 2.1 Table 1 indicates the maximum allowable rates per accommodation type and per star grading of the establishment that may be booked for Travellers on Official Business.
  - 2.1.1 **BAND 1:** This band is for a Room only and the price is inclusive of VAT and the Tourism Levy. The Band to be booked where a traveller only requires lodging and will be taking his/her meals elsewhere. Expenses for meals can be claimed within the maximum daily amount as indicated below.
  - 2.1.2 **BAND 2:** This band is for a room and includes breakfast as part of the rate. The price is inclusive for VAT and the Tourism Levy. The Band to be booked where a traveller requires lodging and will be taking his/her breakfast at the establishment. Only expenses for lunch and dinner can be claimed up to the maximum as indicated below.
  - 2.1.3 **BAND 3:** This band is for a room and includes breakfast and dinner as part of the rate. The price is inclusive for VAT, the Tourism Levy and two (2) soft drinks. The Band to be booked where a traveller requires lodging and will be taking his/her breakfast and dinner at the establishment. Only expenses for lunch can be claimed.



TABLE 1:

Vouchers Includes	Band 1	Band 2	Band 3
	Room Only Tourism Levy VAT	Room & Breakfast Tourism Levy VAT	Room, Breakfast & Dinner Tourism Levy VAT 2x non-alcoholic beverages at Dinner
<b>Graded Hotel or Boutique Hotel</b>			
1 Star	R630	R780	R1 000
2 Star	R980	R1 120	R1 350
3 Star	R1 190	R1 310	R1 530
4 Star	R1 360	R1 470	R1 700
5 Star	R2 280	R2 401	R2 740
<b>Graded Bed &amp; Breakfast, Country House or Guest House</b>			
1 Star	R350	R530	R740
2 Star	R540	R710	R920
3 Star	R980	R1 150	R1 350
4 Star	R1 090	R1 260	R1 460
5 Star	R1 300	R1 480	R1 680
<b>Graded Self-Catering</b>			
	Band 1	Band 2	Band 3
1 Star	R630		
2 Star	R980		
3 Star	R1 190		
4 Star	R1 360		
5 Star	R1 570		
<b>Maximum for Meals</b>			
Breakfast	R 120		
Lunch	R 170		
Dinner	R 190		
Maximum	R 480		

**Note:** Expenses for parking is NOT included in Bands 1, 2 and 3 and may be claimed separately by travelers.

### 3. MAXIMUM ALLOWABLE RATES FOR MEAL EXPENSES

- 3.1 Institutions to only reimburse officials for meal expenses within the limits as set out in Table 2. Receipts of actual expenditure to be provided with the claim in all cases.
- 3.2 National Treasury will set these maximum allowable amounts and review it periodically.

**TABLE 2:**

Claims for Meal Expenditure			
Description	What does it imply if the expense type is selected?	Maximum Amount	
Breakfast and Lunch provided	- May claim for actual expenditure for <b>Dinner</b> expenses within the limits of the maximum amount.	R 190.00	= R480
Breakfast and Dinner provided	- May claim for actual expenditure for <b>Lunch</b> expenses within the limits of the maximum amount.	R 170.00	
Lunch and Dinner provided	- May claim for actual expenditure for <b>Breakfast</b> expenses within the limits of the maximum amount.	R 120.00	
Breakfast provided	- May claim for actual expenditure for <b>lunch and dinner</b> within the limits of the maximum amount.	R 360.00	=R170 + R190
Lunch provided	- May claim for actual expenditure for <b>breakfast and dinner</b> within the limits of the maximum amount.	R 310.00	=R120 + R190
Dinner provided	- May claim for actual expenditure for <b>breakfast and lunch</b> within the limits of the maximum amount.	R 290.00	=R120 + R170

#### 3.3 Domestic Trips Longer than 24 Hours

- a) Expenditure on Meals and non-alcoholic liquid refreshments can be claimed in the following circumstances:

##### *Breakfast*

- If it is not included in the Accommodation arrangements; and, or,
- If the Traveller leaves his or her residence or Place of Work before 06h00.
- Up to the maximum as set out in Table 2.

##### *Lunch*

- Lunch may only be claimed if it is not provided by the host.
- Up to the maximum as set out in Table 2.

*Dinner*

- If it is not included in the Accommodation arrangements; and, or,
  - If the Traveller returns to his or her residence or Place of Work after 20h00.
  - Up to the maximum as set out in Table 2.
- b) Officials cannot claim expenses for meals if the rate of the Accommodation establishment already includes dinner and, or, breakfast or if the host provides lunch, or if the conference fee includes lunch and, or, dinner.
- c) When a Traveller stays in an accommodation establishment that does not provide for meals, or does not cater for special dietary requirements such as Halaal or Kosher, he or she may claim reasonable actual expenditure for meal expenses within the maximum daily amount set out in Table 2 . Supporting evidence is required as proof of actual expenditure.

**2.1 Domestic Trips Less than 24 Hours**

- a) When an Official Business trip is less than 24 hours, the official may claim expenses for meals and non-alcoholic liquid refreshments where meals are not provided by the host. Supporting evidence is required as proof of actual expenditure. Meal expenses may be claimed under the following conditions:
- i. Three (3) meals where the Official leaves his or her Place of Work or residence before 06h00 and only returns to his or her Place of Work or residence after 20h00, provided that the total cost of all three meals does not exceed the maximum daily amount as set out in Table 2 above;
  - ii. Any two (2) meals if the total duration of the trip is more than 8 hours but less than 14 hours, provided that the total cost of the two meals does not exceed the maximum amount as set out in Table 2 above.
  - iii. Any one meal if the total duration of the trip is more than 4 hours but less than 8 hours, provided that the total cost of the meal does not exceed the maximum daily amount as set out in Table 2 above.