

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NT001-2022	CLOSING DATE:	11/02/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:

TENDER INFORMATION CENTRE (TIC)
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
240 Madiba Street , Pretoria, 0001

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <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:				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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	National Treasury	CONTACT PERSON	Thembani Mabunda
CONTACT PERSON	Thivhileli Matshinyatsimbi / Koena Mapotse / Taetso Thobejane	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Thembani.Mabunda@Treasury.gov.za
E-MAIL ADDRESS	thivhileli.matshinyatsimbi@treasury.gov.za / Koena.Mapotse@treasury.gov.za / Taetso.Thobejane@Treasury.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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <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.



TERMS OF REFERENCE

NT001-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 11 February 2022 at 11:00am

VALIDITY PERIOD: 90 DAYS



1. INTRODUCTION

The National Treasury is responsible for managing South Africa's national government finances. It is also mandated to promote government's fiscal policy framework; to coordinate macroeconomic policy and intergovernmental financial relations; to equitably and efficiently raise fiscal revenue, while enhancing efficiency and competitiveness of the SA economy; to sustainably manage and make effective use of government's financial assets and liabilities; and promote transparency to improve financial accountability and enforce effective financial management

The National Treasury (NT) requires service providers to provide travel services for it, as their staff travels extensively both domestic and international markets. Travel arrangements will consist of air travel, hotel accommodation, airport transfers, shuttle services and car rentals through the appointed service provider.

The NT intends to carry out a procurement exercise to solicit proposals from experienced and professional travel agencies for the provision of travel and related services. The Travel Agents selected will be required to provide its travel services through a dedicated "Service Station" to be set up within the premises of the NT headquarter at 240 Madiba Street, Pretoria. The services of the Travel Management Company will be accessible by the NT and other offices outside the NT headquarters.

The NT does not guarantee exclusive procurement from the Travel Management Company nor any minimum order or quantity of services. The Travel Management Company is expected to win over market share through its quality service and competitive prices.

2. PURPOSE

2.1 The proposed contract with the Travel Management Company will cover airline ticketing, visa services and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for NT staff members (for purpose of official and non-official/personal travels) and consultants, government officials and participants attending meetings or on official business for the NT.

2.2 The successful bidder ("the Travel Management Company") will be required to sign a contract with the NT to perform travel services specified under this Terms of Reference and agreeing to clearly identified service levels. The contract will be an initial two (2) year contract, with the option to extend the contract for a further one year subject to performance scrutiny.

3 SCOPE OF WORK

3.1 Background

NT currently uses Club Travel Management to manage the travel requisition and travel expense processes within the travel management lifecycle. NT's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:



- Provide NT with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- Achieve significant cost savings for National Treasury without any degradation in the services; and
- Appropriately contain NT's risk and traveler risk.

3.2 Travel volume

The current Club Travel management total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2019/2020 as follows:

NB: For the financial year 2020/21 no travelling took place due to the COVID 19 pandemic.

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	7568	R 12 690 003,00
Air Travel - Regional & International	516	R 6 950 012,00
Car Rental - Domestic	1873	R 3 206 404,64
Car Rental - Regional & International	4	R 35 873,55
Shuttle Services - Domestic	2421	R 3 836 806,96
Shuttle Services -International	20	R 186 407,87
Accommodation - Domestic	3832	R 25 068 457,55
Accommodation - Regional & International	150	R 12 682 960,38
Transfers - Regional & International	179	R 2 546 013,56
Transfers- Domestic	2371	R 3 795 606,96
Bus/Coach bookings	2	R 10 467,50
Domestic -Tour Operator	13	R 1 021 490,86
International -Tour Operator	5	R 73 817,00
Conferences/Events	6	R 369 523,15
After Hours	161	R 24 771,51
Parking	21	R 12 292,50
Insurance	167	R 65 191,56
Forex	48	R 351 174,10
GRAND TOTAL	19357	R 72 927 274,65

Note: The figures are meant for illustration purposes to assist the bidders to prepare their proposal.



3.3 Service Requirements

3.3.1 General

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

- a. The travel services will be provided to all Travellers travelling on behalf of NT, locally and internationally this will include employees and contractors, consultants and clients where the agreement is that NT is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday (08h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current NT travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between NT and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current NT Travel Policy and implementations of controls to ensure compliance.
- f. Provide a facility for NT to update their travellers' profiles.
- g. Manage the third party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- j. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to NT.
- k. Provide financial statements for the past 3 years.

3.3.2 Reservations

The Travel Management Company (TMC) will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.



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



3.3.3 Air Travel

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

3.3.4 Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the NT.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with NT's travel policy.
- d. NT travellers may only stay at accommodation establishments with which National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the NT.



- e. Accommodation vouchers should be issued to all NT travellers for accommodation bookings and should be invoiced to National Treasury as per arrangement. Such invoices should be supported by a copy of the original hotel accommodation charges.
- f. The TMC should during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the NT.
- g. Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees.

3.3.5 Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the NT 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 should 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 NT's 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 NT and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC should during their report period provide proof that negotiated rates were booked, where applicable.
- h. The TMC should provide After Hours and Emergency Services.
- i. The TMC should provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- j. A dedicated consultant/s should be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- k. After hours' services should be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- l. 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.



- j. The TMC should have a standard operating procedure for managing after hours and emergency services. This should include purchase order generation of the request within 24 hours.

3.3.6 Communication

- a. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of NT.
- b. All enquiries should be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- c. The TMC should ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, TMC in one smooth continuous workflow.

3.3.7 Financial Management

- a. The TMC should implement the rates negotiated by NT with travel service providers or the discounted air fares, or the maximum allowable rates established by the NT where applicable.
- b. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to NT for payment within the agreed time period.
- c. Enable savings on total annual travel expenditure and this should be reported and proof provided during monthly and quarterly reviews.
- d. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices NT for the services rendered.
- e. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- f. Consolidate Travel Supplier bill-back invoices.
- g. National Treasury have a travel lodge card in place, the TMC should be responsible to process the payment of air, accommodation and ground transportation and will also be responsible to consolidate through a corporate card vendor.
- h. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to NT's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- i. Ensure Travel Supplier accounts are settled timeously.



3.4 Technology, Management Information and Reporting

- 3.4.1 The TMC should have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 3.4.2 The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 3.4.3 All management information and data input should be accurate.
- 3.4.4 The TMC will be required to provide the National Treasury with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- 3.4.5 The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- 3.4.6 Reports should be accurate and be provided as per National Treasury's specific requirements at the agreed time. Information should be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 3.4.7 NT may request the TMC to provide additional management reports.
- 3.4.8 Reports should be available in an electronic format for example Microsoft Excel.
- 3.4.9 Service Level Agreements reports should be provided on the agreed date. It will include but will not be limited to the following:
 - a. Travel**
 - i. After hours' Report;
 - ii. Compliments and complaints;
 - iii. Consultant Productivity Report;
 - iv. Long term accommodation and car rental;
 - v. Extension of business travel to include leisure;
 - vi. Upgrade of class of travel (air, accommodation and ground transportation);and
 - vii.** Bookings outside Travel Policy.



b. Finance

- i. Reconciliation of commissions/rebates or any volume driven incentives;
 - ii. Creditor's ageing report;
 - iii. Creditor's summary payments;
 - iv. Daily invoices;
 - v. Reconciled reports for Travel Lodge card statement;
 - vi. No show report;
 - vii. Cancellation report;
 - viii. Receipt delivery report;
 - ix. Monthly Bank Settlement Plan (BSP) Report;
 - x. Refund Log;
 - xi. Open voucher report, and
 - xii. Open Age Invoice Analysis.
- 3.4.10 The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

3.5 Account Management

- 3.5.1 An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 3.5.2 The TMC should appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the NT's account.
- 3.5.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 3.5.4 A complaint handling procedure should be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 3.5.5 Ensure that the National Treasury's Travel Policy is enforced.
- 3.5.6 The Service Level Agreement (SLA) should be managed and customer satisfaction surveys conducted to measure the performance of the TMC.



3.5.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers

3.5.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA should be presented.

3.6 Value Added Services

The TMC should provide the following value added services:

3.6.1 Destination information for regional and international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;
- iv. Visa information;
- v. Travel alerts;
- vi. Location of hotels and restaurants;
- vii. Information including the cost of public transport;
- viii. Rules and procedures of the airports;
- ix. Business etiquette specific to the country;
- x. Airline baggage policy; and
- xi. Supplier updates

3.6.2 Electronic voucher retrieval via web and smart phones;

3.6.3 SMS notifications for travel confirmations;

3.6.4 Travel audits;

3.6.5 Global Travel Risk Management;

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



3.7 Cost Management

- 3.7.1 The NT cost containment initiative and the NT's Travel Policy is establishing a basis for a cost savings culture.
- 3.7.2 It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 3.7.3 The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 3.7.4 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with NT's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

3.8 Quarterly and Annual Travel Reviews

- 3.8.1 Quarterly reviews are required to be presented by the TMC on all NT travel activity in the previous three-month period. These reviews are comprehensive and presented to NT's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 3.8.2 Annual Reviews are also required to be presented to National Treasury's Senior Executives.
- 3.8.3 These Travel Reviews will include without limitation the following information:
 - i. Total travel spend
 - ii. Air spend analysis
 - iii. Accommodation Spend analysis
 - iv. Car hire spend analysis
 - v. Top travellers
 - vi. Top suppliers
 - vii. Top after hours users
 - viii. Savings report
 - ix. Refunds report
 - x. After hours report
 - xi. Most common routes, Domestic and International
 - xii. Number of transactions
 - xiii. Advance booking analysis

3.9 Office Management

- 3.9.1 The TMC to ensure high quality service to be delivered at all times to the NT's travellers. The TMC is required to provide NT 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 (Operational)
- e. Finance Manager / Branch Accountant
- f. Admin Back Office (Creditors / Debtors/Finance Processors)
- g. Strategic Account Manager (per hour)
- h. System Administrator (General Admin)

3.10 On-site Facilities

3.10.1 If it is agreed between the parties that the TMC will be on-site, National Treasury will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

- a. Office Space
- b. Office Furniture
- c. Telephones
- d. Tea/Coffee making facilities
- e. IT infrastructure (cabling, trunking and cabinet) for TMC to connect to and carry those costs
- f. Direct line (can be used for fax machine)
- g. Bathroom and kitchen facilities



3. EVALUATION

Stage 1a: MANDATORY REQUIREMENTS

A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

1. Proof of company registration on Central Supplier Database Registration (CSD)
2. Submit a certified copy of ASATA (Association of South African Travel Agents) Membership.
3. Submit a proof of TMC 24 hours emergency call centre (e.g. After Hours call report, invoices or any other proof of the 24 hours emergency call.

NOTE: Additional Required Documents

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- b) Valid certified BBBEE certificate / affidavit in case of EME and QSE
- c) Submit a copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK Document.
- d) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA) (which will be verified)
- e) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.
- f) Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required.
- g) UIF compliance demonstrated by submission of one of the following:
 - A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or
 - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - Valid proof of exemption for UIF

Stage 1b: Functionality

A bidder that scores less than **70** points out of **100** as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.



5.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

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

On-site option (**Template 1**)

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

AND / OR

5.2 Management Fee

Refer Annexure A3: Pricing Schedule

5.2.1 The management fee is the total fee per annum that will be charged to National Treasury in twelve payments. The Department will pay the fee monthly in arrears.

5.2.1.1 On-site option (**Template 3**)

5.3 Volume driven incentives

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

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



TABLE 1: FUNCTIONALITY

(Bidders who meet a minimum threshold of 70% for functionality will be expected to present Online Booking Tool via Microsoft Teams/Zoom at an allocated Time Slot.

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
1	Industrial Experience	10	
1.1	Number of years' experience in the travel industry obtained from government	10	5 = above 8 years 4 = 6-8 years 3 = 3-5 years 2 = 1-2 years 1 = < 1year
2	RESERVATIONS	30	
2.1	Manage all reservations/ bookings Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.2	Manage group bookings Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.3	Directly negotiated rates Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by National Treasury are non-commissionable , where commissions are earned for National Treasury bookings, all these commissions should be returned to National Treasury on a quarterly basis. Describe how these specific rates will be secured.	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor



	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	Provide Access to View new negotiated rates on the OBT (Online Book Tool) Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.		
2.4	Manage airline reservations Describe in detail the process of booking the most cost-effective and practical routing for the traveller. This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.5	After-hours and emergency services The bidder should have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. <ul style="list-style-type: none"> - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 - Reminders to National Treasury to process purchase orders within 24 hours to reduce queries on invoices 	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
3	COMMUNICATION	10	
3.1	Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe Applications in place to receive and View Itinerary (Mobile App Platform) and SMS Messaging Capabilities. Describe your communication process where the traveller, travel co-ordinator/booker and travel management	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor



	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	company will be linked in one smooth continuous workflow.		
4	FINANCIAL MANAGEMENT	10	
4.1	Describe how you will implement the negotiated rates and maximum allowable rates established either by the National Treasury or the National Treasury. Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to National Treasury Please describe credit card reconciliation process, timing and deliverables (if applicable).	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
4	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	10	
5.1	Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). Clearly outlining Solution modules that Comes with the OBT e.g. Bookings. Approvals, Safety & Risk, Payments and Expense, Reporting and analytics and Mobile Applications. Describe how travel consultants' access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor



	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	<p>savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in Section 15.6.6)</p> <p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products proposed for National Treasury.</p> <p>Can the TMC comply with the National Treasury’s monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17.</p> <p>Describe the compatibility of your online solution to fully integrate into National Treasury’s ERP. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case National Treasury decide to integrate)</p>		
6	ACCOUNT MANAGEMENT	15	
6.1	<p>Provide the proposed Account Management structure / organogram.</p> <p>Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.</p> <p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues.</p> <p>Complaint handling procedure should be submitted.</p> <p>What is in place to ensure that the National Treasury’s travel Policy is enforced?</p>	10	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>



	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.		
8	COST MANAGEMENT	10	
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe the Capability to Show Cost Savings alerts during Travel requests and the Ability to track Out of Policy Bookings Trail in order for NT to identify Trends and Traveller Behaviour to Policy Compliance. Describe how you will assist the National Treasury to realise cost savings on annual travel spend.	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
9	QUARTERLY AND ANNUAL TRAVEL REVIEWS	5	
9.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
	Total	100	
	THRESHOLD	70%	



7. TABLE 2: Online Booking Tool Presentation

(Bidders who do not meet a minimum threshold of 70% for Online Booking Tool Presentation will be disqualified on the next stage of the RFP)

	PRESENTATION EVALUATION CRITERION	WEIGHT	RATING SCORES
1	OBT RESERVATIONS (ONLINE)	50	
1.1	<p>Manage all Online bookings Provide the Online Travel Request Booking process flow on the OBT (Online Booking Tool) Demonstrate how you will link the Travel Requests into an automatic Order Number? Demonstrate how you will set up the OBT to National Treasury Negotiated rates on the OBT for all categories. Demonstrate how you provide full access to View new negotiated rates on the OBT (Online Book Tool) for Compliance.</p>	20	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
1.2	<p>OBT Travel Manager Review and Line Manager Approvals Describe your approval process for Travel Bookings by Travel Booker. 1. Review of Quote by Travel Coordinator for Policy Compliance 2. Approval of Booking by Line Manager Describe how a Travel Reviewer and Line Manager can reject out of policy Bookings. Describe how Notification's workflows will be received for approvals.</p>	15	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
1.3	<p>Safety & Risk / Duty of Care Describe a Module within your Online Booking for Traveller Safety and Risk Management e.g., Real time Traveller Alert and Communication. Describe travel Application (Mobile App) to help mitigate risk and are as flexible and agile as the rapidly changing travel climate.</p>	15	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor



2	REPORTING AND DATA ANALYTICS	30	
2.1	Describe your on-demand data and insights into your travel activity <ol style="list-style-type: none"> 1. Full visibility of Travel Spend 2. Identify behavioural traveller trends 3. AI reporting Capabilities 4. Dashboard View and Conversion to Reporting Format e.g., Excel or PDF 5. Out of Policy Bookings Trail 6. Missed Savings 7. Spend per Category <ol style="list-style-type: none"> 1. Flight Spend 2. Accommodation Spend 3. Car Rental Spend 4. Conference/Events Spend 5. Shuttle and Transfer Spend 	30	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
3	TRAVELLER MOBILE APPLICATION	20	
3.1	Describe your Mobile Application that can do the following: <ol style="list-style-type: none"> 1.Traveller Messaging. 2.Approval Request for Managers on Mobile 3.Traveller Itinerary and Booking Confirmations 4.Urgent Alert and Traveller Safety information 5.Full Traveller booking Confirmation function by Travel Booker and Travel Manager for Confirmed Bookings 	20	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
	Total	100	
	THRESHOLD	70%	



Special Conditions of Contract

NT001-2022:

**APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL
MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3)
YEARS**

CLOSING DATE: 11 February 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the

respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

TABLE 1: FUNCTIONALITY

(Bidders who meet a minimum threshold of 70% for functionality will be expected to present Online Booking Tool via Microsoft Teams/Zoom at an allocated Time Slot.)

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
1	Industrial Experience	10	
1.1	Number of years' experience in the travel industry obtained from government	10	5 = above 8 years 4 = 6-8 years 3 = 3-5 years 2 = 1-2 years 1 = < 1year
2	RESERVATIONS	30	
2.1	Manage all reservations/ bookings Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
2.2	<p>Manage group bookings Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.</p>	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.3	<p>Directly negotiated rates Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by National Treasury are non-commissionable, where commissions are earned for National Treasury bookings, all these commissions should be returned to National Treasury on a quarterly basis. Describe how these specific rates will be secured. Provide Access to View new negotiated rates on the OBT (Online Book Tool) Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.</p>	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.4	<p>Manage airline reservations Describe in detail the process of booking the most cost-effective and practical routing for the traveller. This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.</p>	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.5	<p>After-hours and emergency services The bidder should have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ 	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	<p>outsourced etc.</p> <ul style="list-style-type: none"> - is it available 24/7/365 - Reminders to National Treasury to process purchase orders within 24 hours to reduce queries on invoices 		
3	COMMUNICATION	10	
3.1	<p>Describe how you will ensure that travel bookers are informed of the travel booking processes.</p> <p>Describe Applications in place to receive and View Itinerary (Mobile App Platform) and SMS Messaging Capabilities.</p> <p>Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow.</p>	10	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
4	FINANCIAL MANAGEMENT	10	
4.1	<p>Describe how you will implement the negotiated rates and maximum allowable rates established either by the National Treasury or the National Treasury.</p> <p>Describe how you will manage the 30-day bill-back account facility.</p> <p>Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to National Treasury Please describe credit card reconciliation process, timing and deliverables (if applicable).</p>	10	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
4	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	10	
5.1	<p>Describe the proposed booking system e.g. Global Distribution System (GDS), Online</p>	10	<p>5 = Excellent</p> <p>4 = Very Good</p>

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	<p>Booking Tool (OBT) or Self-Booking tool (SBT). Clearly outlining Solution modules that Comes with the OBT e.g. Bookings. Approvals, Safety & Risk, Payments and Expense, Reporting and analytics and Mobile Applications. Describe how travel consultants' access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in Section 15.6.6) Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. Provide a description of all technology and reporting products proposed for National Treasury. Can the TMC comply with the National Treasury's monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17. Describe the compatibility of your online solution to fully integrate into National Treasury's ERP. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case National Treasury decide to integrate)</p>		<p>3 = Good 2 = Average 1 = Poor</p>
6	ACCOUNT MANAGEMENT	15	
6.1	<p>Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.</p>	10	<p>5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor</p>

NT001-2021: APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
	<p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure should be submitted.</p> <p>What is in place to ensure that the National Treasury's travel Policy is enforced?</p> <p>How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys?</p> <p>Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.</p>		
8	COST MANAGEMENT	10	
8.1	<p>Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results?</p> <p>Describe the Capability to Show Cost Savings alerts during Travel requests and the Ability to track Out of Policy Bookings Trail in order for NT to identify Trends and Traveller Behaviour to Policy Compliance.</p> <p>Describe how you will assist the National Treasury to realise cost savings on annual travel spend.</p>	10	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
9	QUARTERLY AND ANNUAL TRAVEL REVIEWS	5	
9.1	<p>Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.</p>	5	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
	Total	100	
	THRESHOLD	70%	

TABLE 2: Online Booking Tool Presentation

(Bidders who do not meet a minimum threshold of 70% for Online Booking Tool Presentation will be disqualified on the next stage of the price and BEE)

	PRESENTATION EVALUATION CRITERION	WEIGHT	RATING SCORES
1	OBT RESERVATIONS (ONLINE)	50	
1.1	<p>Manage all Online bookings Provide the Online Travel Request Booking process flow on the OBT (Online Booking Tool) Demonstrate how you will link the Travel Requests into an automatic Order Number? Demonstrate how you will set up the OBT to National Treasury Negotiated rates on the OBT for all categories. Demonstrate how you provide full access to View new negotiated rates on the OBT (Online Book Tool) for Compliance.</p>	20	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
1.2	<p>OBT Travel Manager Review and Line Manager Approvals Describe your approval process for Travel Bookings by Travel Booker. 1. Review of Quote by Travel Coordinator for Policy Compliance 2. Approval of Booking by Line Manager Describe how a Travel Reviewer and Line Manager can reject out of policy Bookings. Describe how Notification’s workflows will be received for approvals.</p>	15	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
1.3	<p>Safety & Risk / Duty of Care Describe a Module within your Online Booking for Traveller Safety and Risk Management e.g., Real time Traveller Alert and Communication. Describe travel Application (Mobile App) to help mitigate risk and are as flexible and agile as the rapidly changing travel climate.</p>	15	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor

2	REPORTING AND DATA ANALYTICS	30	
2.1	Describe your on-demand data and insights into your travel activity <ol style="list-style-type: none"> 1. Full visibility of Travel Spend 2. Identify behavioural traveller trends 3. AI reporting Capabilities 4. Dashboard View and Conversion to Reporting Format e.g., Excel or PDF 5. Out of Policy Bookings Trail 6. Missed Savings 7. Spend per Category <ol style="list-style-type: none"> 1. Flight Spend 2. Accommodation Spend 3. Car Rental Spend 4. Conference/Events Spend 5. Shuttle and Transfer Spend 	30	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
3	TRAVELLER MOBILE APPLICATION	20	
3.1	Describe your Mobile Application that can do the following: <ol style="list-style-type: none"> 1.Traveller Messaging. 2.Approval Request for Managers on Mobile 3.Traveller Itinerary and Booking Confirmations 4.Urgent Alert and Traveller Safety information 5.Full Traveller booking Confirmation function by Travel Booker and Travel Manager for Confirmed Bookings 	20	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
	Total	100	
	THRESHOLD	70%	

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) Any proposal not meeting a minimum score of 70% for functionality proposal will be disqualified and the financial proposal will remain unopened

- i) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
- The bidden price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 3.1.

- c. The State reserves the right to arrange contracts with more than one contractor

2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

Failure to submit a fully complete B-BBEE certificates / sworn affidavit will lead to no award of points for preference.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.

- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

k. Joint Ventures, Consortiums and Trusts

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

l. Subcontracting after award of tender

- A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3. MANDATORY REQUIREMENTS

- 3.1 Proof of company registration on Central Supplier Database Registration (CSD).
- 3.2 Submit a certified copy of ASATA (Association of South African Travel Agents) Membership.
- 3.3 Submit a proof of TMC 24 hours emergency call centre (e.g. After Hours call report, invoices or any other proof of the 24 hours emergency call).

FAILURE TO ADHERE TO THE CONDITIONS ABOVE WILL LEAD TO YOUR BID BEING DISQUALIFICATION

NOTE: Additional Required Documents

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- b) Valid certified BBBEE certificate / affidavit in case of EME and QSE
- c) Submit a copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK Document.
- d) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA) (which will be verified)
- e) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.
- f) Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required.
- g) UIF compliance demonstrated by submission of one of the following:
 - A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or
 - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - Valid proof of exemption for UIF

4. TAX COMPLIANCE STATUS

- 4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

- 5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury.

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.

- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

11. FRONTING

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

12. PRESENTATION

National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

13. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury.

14. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT001-2021:

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.

Bid closing date and time: 11 February 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT001-2021:

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.

Bid closing date and time: 11 February 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope must contain one original hard copy document, clearly marked “Original”, and four (4) hardcopies, clearly marked “Copy”.

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: Thivhileli Matshinyatsimbi/ Koena Mapotse / Taetso Thobejane

E-mail : _Thivhileli_Matshinyatsimbi@treasury.gov.za

/Koena.Mapotse@treasury.gov.za / Taetso.Thobejane@treasury.gov.za

For Technical enquiries:

All bid enquires can be directed to:

Name : Thembani Mabunda

Email : Thembani.Mabunda@Treasury.gov.za



PRICING SUBMISSION

RFP NO:	NT001-2022:
RFP NAME:	APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER
This spreadsheet for [RFP/BID](#) contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the templates attached, which is/are [management fee model onsite and offsite](#), [transactional fee model onsite and offsite](#)

2.1.4 Bidders must reference RFP/BID main document section 15.2 for current travel volumes.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.



TEMPLATE 1: TRANSACTION FEE MODEL

ON-SITE SERVICES

RFP NO:

NT001-2022

RFP NAME:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL
MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3)
YEARS.

BIDDER NAME

1.1 TRANSACTION FEES

ITEM	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
			Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International			R -	R -	R -	R -	R -
2	Air Travel – Regional			R -	R -	R -	R -	R -
3	Air Travel – Domestic			R -	R -	R -	R -	R -
4	Air Travel – International (Re-issue)			R -	R -	R -	R -	R -
5	Air Travel – Regional (Re-issue)			R -	R -	R -	R -	R -
6	Air Travel – Domestic (Re-issue)			R -	R -	R -	R -	R -
7	Refunds – Air Domestic			R -	R -	R -	R -	R -
8	Refunds – Air Regional			R -	R -	R -	R -	R -
9	Refunds – Air International			R -	R -	R -	R -	R -
10	Car Rental – Domestic			R -	R -	R -	R -	R -
11	Car Rental – Regional			R -	R -	R -	R -	R -
12	Car Rental – International			R -	R -	R -	R -	R -
13	Transfers/Shuttle – Domestic			R -	R -	R -	R -	R -
14	Transfers/Shuttle – Regional			R -	R -	R -	R -	R -
15	Transfers/Shuttle – International			R -	R -	R -	R -	R -
16	Accommodation – Domestic			R -	R -	R -	R -	R -
17	Accommodation – Regional			R -	R -	R -	R -	R -
18	Accommodation – International			R -	R -	R -	R -	R -
19	Bus/Coach Bookings			R -	R -	R -	R -	R -
20	Train bookings – International			R -	R -	R -	R -	R -
21	Visa Assistance (Provision of documents and advice)			R -	R -	R -	R -	R -
22	Courier services for travel documentation			R -	R -	R -	R -	R -
23	SMS Notifications			R -	R -	R -	R -	R -
24	Parking bookings			R -	R -	R -	R -	R -
25	Cancellations			R -	R -	R -	R -	R -
26	Changes to bookings			R -	R -	R -	R -	R -
27	After Hours Services			R -	R -	R -	R -	R -
28	Additional Ad-hoc Reports (per report)			R -	R -	R -	R -	R -
29	Customised Reports (per report)			R -	R -	R -	R -	R -
30	Travel Lodge card Reconciliation			R -	R -	R -	R -	R -
31	Debtors Account Reconciliation			R -	R -	R -	R -	R -
32	Other (Specify)			R -	R -	R -	R -	R -
33	Other (Specify)			R -	R -	R -	R -	R -
34	Other (Specify)			R -	R -	R -	R -	R -
35	Other (Specify)			R -	R -	R -	R -	R -
36	Other (Specify)			R -	R -	R -	R -	R -
37	Other (Specify)			R -	R -	R -	R -	R -
Total		0			R -			R -
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional		R -	Percentage Online		R -
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES					R			-

1.2 CONFERENCE TRANSACTION FEE

Item	Description	Percentage Fee	Comment

1	Conference Transaction Fee (as a % of the Total turnover of the event)		
---	--	--	--

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID NO: NT001-2022**

CLOSING TIME 11:00 ON 11 February 2022

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	---

NT001-2022 APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.

1. Services must be quoted in accordance with the attached terms of reference and the attached Annexure A

Total cost of the assignment (R inclusive VAT) R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid _____

3. Are the rates quoted firm for the full period? Yes/No

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

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Contact Person: Thivhileli Matshinyatsimbi/ Koena Mapotse / Taetso Thobejane

E-mail address: Thivhileli.Matshinyatsimbi@treasury.gov.za /Koena.Mapotse@treasury.gov.za / Taetso.Thobejane@treasury.gov.za

Any enquiries regarding technical enquiries may be directed to –

Contact Person: Thembani Mabunda

Contact Person: Thembani.Mabunda@Treasury.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to

such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an “X”.
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is “ordinarily resident” i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

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Question		Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): **Questionnaire B:****

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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