



arts & culture

Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA

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Enquiries : Mr Sipho Ndlovu
Reference : DAC 04/18-19

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF ARTS AND CULTURE FOR A PERIOD OF 36 MONTHS

REQUIRED BY: DEPARTMENT OF ARTS & CULTURE

1. Kindly furnish the Department with a bid for the services shown on the attached forms.
2. The General Conditions of Contract (GCC) as well as the SBD1, SBD2, SBD3.3, SBD 4, SBD 6.1, SBD8 and SBD9 forms are attached for completion.
3. These forms must be returned with your bid. Bid documents must be submitted on a Separate envelope stipulating the following information: Name and Address of the Bidder, Bid Number and Closing Date of the Bid. The Budget Proposal must also be submitted on a separate envelope where necessary. **Interested parties to submit an original document plus 5 copies of the original document.**
4. All bids forwarded by postal services must be addressed to: **The Director-General, Department of Arts and Culture, Private Bag X 897, Pretoria, 0001**, attention: Acting Director Supply Chain Management, and reach this address no later than the closing date and time. Alternatively bids may be deposited by hand at the **Department of Arts and Culture, Sechaba House, 202 Madiba Street (Cnr Paul Kruger And Madiba), Entrance Is Through Paul Kruger Street.**
5. A compulsory briefing session will be held on 18 May 2018 at 11h00 at the Sechaba House, 202 Madiba and Paul Kruger Street, Pretoria.

MR SIPHO NDLOVU
ACTING DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 10/05/2018

Department of Arts and Culture · Departement van Kuns en Kultuur · uMnyango wezoBuciko namaSiko
ISebe lezoBugcisa-cubeko · Lefapha la Bonono le Setho · Knono ya Bokgabo le Setiso · Lefapha la
Botsweretshi le Setso liTiko le Tebuciko namaSiko · Ndzawulo ya Vutshila ni Mfuwo · Muhasho wa Vhutsila
na Mvelele · umNyango wezoukghwari namaSiko

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DAC 04/18-19	CLOSING DATE:	31 MAY 2018	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF ARTS AND CULTURE FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF ARTS AND CULTURE SECHABA HOUSE 202 MADIBA STREET (CNR PAUL KRUGER AND MADIBA) ENTRANCE IS THROUGH PAUL KRUGER STREET					
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	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		
[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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[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			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Two empty text boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

[Grid]

[Grid]

Postal address [Grid]

[Grid]

[Grid]

Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

[Grid]

[Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DAC 04/18-19
CLOSING TIME 11:00	CLOSING DATE : 31 MAY 2018

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R-----	----- days
.....	R-----	----- days
.....	R-----	----- days
.....	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

* Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Mr S. Ndlovu
Department of Arts and Culture
Sechaba House
202 Madiba Street (Cnr Paul Kruger And Madiba)
Entrance Is Through Paul Kruger Street

Tel: 012 441 3028

Or for technical information –

Ms P. Almeida
Tel: 012 441 3696
PureshniA@dac.gov.za



arts & culture

Department: Arts and Culture REPUBLIC OF SOUTH AFRICA

ANNEXURE B

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.

"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.

"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 **YES / NO**

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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); and
- the 90/10 system for requirements with a Rand value above 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 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.
- 5.5 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.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract 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 than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
 ADDRESS:.....



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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	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



arts & culture

Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DAC 04/18-19

**Request for Proposals for the Appointment of a Travel Management Company
to Provide Travel Management Services to the Department of Arts and Culture
For the period of 36 months**

CLOSING DATE AND TIME OF BID:

25 MAY 2018 AT 11H00

COMPULSORY BRIEFING SESSION:

11 MAY 2018 AT 11:00

SECHABA HOUSE (VWL BUILDING), 202 MADIBA STREET, PRETORIA

***(Late arrivals will not be allowed to participate and their bids shall be declared
non-responsive)***

BID VALIDITY PERIOD: 90 DAYS

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF ARTS AND CULTURE FOR THE PERIOD OF 36 MONTHS

1. INTRODUCTION

- 1.1 The Department of Arts and Culture (DAC) seeks to appoint a qualified service provider for the Provision of Travel Management Services to the Department of Arts and Culture for a period of thirty-six (36) months.

2. BACKGROUND

- 2.1 The Department of Arts and Culture currently uses a Travel Agency to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the Department of Arts and Culture's travel co-ordinator. The Department of Arts and Culture's travel co-ordinator forwards the request through to the travel management company via email/fax for travel booking.

- 2.2 The Department of Arts and Culture's primary objective in issuing this Request for Proposal is to enter into agreement with a successful bidder(s) who will achieve the following:

- (a) Provide the Department of Arts and Culture with the travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the service levels;
- (b) Achieve significant cost savings for the Department of Arts and Culture without any degradation in the services;
- (c) Appropriately contain the Department of Arts and Culture's risk and traveler risk.

- (d) Assist the department to transition into a more technology efficient booking tool.

3. SCOPE AND TASK DIRECTIVE

The Department of Arts and Culture requires the services of a duly experienced and knowledgeable service provider in undertaking the following tasks:

	TASKS	YES/NO/ NOTED
3.1	Service Requirements	
3.1.1	<p>General</p> <p>The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:</p> <ul style="list-style-type: none"> (a) The travel services will be provided to all Travelers travelling on behalf of the Department of Arts and Culture, locally and internationally. This will include employees, contractors, consultants and any other persons where the agreement is that the Department of Arts and Culture is responsible for the arrangement and cost of travel. (b) Provide travel management services during normal office hours (Monday to Friday 07h00 – 16h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6. (c) Familiarisation with current the Department of Arts and Culture’s travel business processes. 	

	TASKS	YES/NO/ NOTED
	<p>(d) Familiarisation with current travel suppliers and negotiated agreements that are in place between the Department of Arts and Culture and third parties. Assist with further negotiations for better deals with travel service providers.</p> <p>(e) Familiarisation with the current Department of Arts and Culture Travel Policy and implementations of controls to ensure compliance.</p> <p>(f) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.</p> <p>(g) Provide a facility for the Department of Arts and Culture to update their travelers' profiles.</p> <p>(h) Manage the third party service providers by addressing service failures and complaints against these service providers.</p> <p>(i) Consolidate all invoices from travel suppliers.</p> <p>(j) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.</p> <p>(k) Provide the reference letters from a minimum of three (3) contactable existing/recent clients (within</p>	

	TASKS	YES/NO/ NOTED
	<p>past 3 years) which are of a similar size to the Department of Arts and Culture.</p> <p>(l) It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid by the closing date and time.</p>	
3.1.2	<p>Reservations</p> <p>The Travel Management Company will:</p> <p>(a) Receive travel requests from travelers 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 traveler via the agreed communication medium.</p> <p>(b) Always endeavor to make the most cost effective travel arrangements based on the request from the traveler and/or travel booker.</p> <p>(c) Apprise themselves of all travel requirements for destinations to which travelers will be travelling and advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.</p>	

	TASKS	YES/NO/ NOTED
	<p>(d) Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.</p> <p>(e) Book the negotiated discounted fares and rates where possible.</p> <p>(f) Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.</p> <p>(g) Book parking facilities at the airports where required for the duration of the travel.</p> <p>(h) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.</p> <p>(i) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)</p> <p>(j) Must issue all necessary travel documents, itineraries and vouchers timeously to traveler(s) prior to departure dates and times.</p> <p>(k) Advise the Traveler of all visa and inoculation requirements well in advance.</p>	

	TASKS	YES/NO/ NOTED
	<ul style="list-style-type: none"> (l) Assist with the arrangement 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 and international travel bookings. (p) Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveler(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 or by the Department of Arts and Culture are non-commissionable, where commissions are earned for the Department of Arts and Culture bookings all these commissions should be returned to the Department of Arts and Culture on a quarterly basis. (r) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department of Arts and Culture. 	

	TASKS	YES/NO/ NOTED
	<p>(s) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per the Department of Arts and Culture's instructions.</p> <p>(t) The Travel Management company will provide services as follows:</p> <ul style="list-style-type: none"> • Flights-domestic and international. • Accommodation-domestic and international. • Bus/train-passenger. • Railing-vehicles. • Travel Insurance (international travel). • Excess baggage. • Conferencing and Meeting rooms. • Shuttle services. • Car rental. • Parking at airports. <p>(u) The travel management company must have the capacity from the very beginning of the contract to provide all the services contained in the Task Directive and often in very short turnaround times.</p>	

	TASKS	YES/NO/ NOTED
	<p>(v) The travel management company must have the capacity to adapt and is expected to adapt to the way the department manages travel and not expect the department to adapt them.</p>	
<p>3.1.3</p>	<p>Air Travel</p> <p>(a) The TMC must be able to book full service carriers as well as low cost carriers.</p> <p>(b) The TMC will book the most cost effective airfares possible for domestic travel.</p> <p>(c) For international flights, the airline which provides the most cost effective and practical routings may be used.</p> <p>(d) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveler.</p> <p>(e) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveler (if applicable).</p> <p>(f) Airline tickets must be delivered electronically (SMS and/or email format) to the traveler(s) and travel bookers promptly after booking before the departure times.</p> <p>(g) The TMC will also assist with the booking of charters for VIPs making use of the existing</p>	

	TASKS	YES/NO/ NOTED
	<p>transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.</p> <p>(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.</p> <p>(i) The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.</p> <p>(j) Ensure that travelers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)</p> <p>(k) Assist with airline lounge access if and when required for domestic and international travel.</p>	
3.1.4	<p>Accommodation</p> <p>(a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.</p> <p>(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</p>	

	TASKS	YES/NO/ NOTED
	<p>venue or office or location or destination of the traveler.</p> <p>(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 the Department of Arts and Culture's travel policy.</p> <p>(d) The Department of Arts and Culture travelers may only stay at accommodation establishments with which the Department of Arts and Culture 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 traveler, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveler and confirmation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or the Department of Arts and Culture.</p> <p>(e) Accommodation vouchers must be issued to all the Department of Arts and Culture travelers for accommodation bookings and must be invoiced to the Department of Arts and Culture as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.</p>	

	TASKS	YES/NO/ NOTED
	<p>(f) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.</p> <p>(g) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.</p>	
3.1.5	<p>Car Rental and Shuttle Services</p> <p>(a) The TMC will book the approved category vehicle in accordance with the Department of Arts and Culture’s Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).</p> <p>(b) The travel consultant should advise the Traveler on the best time and location for collection and return considering the Traveler’s specific requirements.</p> <p>(c) The TMC must ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, etc.</p> <p>(d) For international travel the TMC may offer alternative ground transportation to the Traveler that may include rail, buses and transfers.</p>	

	TASKS	YES/NO/ NOTED
	<p>(e) The TMC will book transfers in line with the Department of Arts and Culture Travel Policy. Transfers can also include bus and coach services.</p> <p>(f) The TMC must during their report period provide proof that negotiated rates were booked, where applicable.</p>	
3.1.6	<p>After-Hours and Emergency Services</p> <p>(a) The TMC must provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations and changes to travel plans.</p> <p>(b) A dedicated consultant/s must be available to assist VIP/Executives and all staff with after hour or emergency assistance.</p> <p>(c) After hours' services must be provided from Monday to Friday outside the official hours (16h00 to 07h00) and twenty-four (24) hours on weekends and Public Holidays.</p> <p>(d) A call centre facility or after hours contact number should be available to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.</p> <p>(e) The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include</p>	

	TASKS	YES/NO/ NOTED
	purchase order generation of the request within 24 hours.	
3.1.7	<p>Communication</p> <ul style="list-style-type: none"> (a) The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the Department of Arts and Culture. (b) All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement. (c) The TMC must ensure sound communication with all stakeholders. Link the business traveler, travel coordinator, and travel Management Company in one smooth continuous workflow. 	
3.1.8	<p>Financial Management</p> <ul style="list-style-type: none"> (a) The TMC must implement the rates negotiated by the Department of Arts and Culture with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury 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 the Department of Arts and Culture for payment within the agreed time period. 	

	TASKS	YES/NO/ NOTED
	<p>(c) Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.</p> <p>(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 pays and in turn, invoices the Department of Arts and Culture for the services rendered.</p> <p>(e) Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are often required at short notice and even for same day bookings.</p> <p>(f) Consolidate Travel Supplier bill-back invoices.</p> <p>(g) In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.</p> <p>(h) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Department of Arts and Culture's Transport Department on the agreed time period (e.g. weekly). This includes attaching the Invoice, Supplier invoice, Travel Authorisation or Purchase Order, Approved transport request and purpose of trip papers and 3 quotations and all other supporting documentation to the invoices</p>	

	TASKS	YES/NO/ NOTED
	<p>reflected on the Service provider bill-back report or the credit card statement.</p> <p>(i) Ensure Travel Supplier accounts are settled timeously.</p>	
3.1.9	<p>Technology, Management Information and Reporting</p> <p>(a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.</p> <p>(b) The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.</p> <p>(c) All management information and data input must be accurate.</p> <p>(d) The TMC will be required to provide the Department of Arts and Culture with a minimum of three (5) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.</p> <p>(e) Reports must be accurate and be provided as per the Department of Arts and Culture's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of</p>	

	TASKS	YES/NO/ NOTED
	<p>travel, spend category (example air travel, shuttle, accommodation).</p> <p>(f) The Department of Arts and Culture may request the TMC to provide additional management reports.</p> <p>(g) Reports must be available in an electronic format for example Microsoft Excel.</p> <p>(h) Service Level Agreement reports must be provided on the agreed date. It will include but will not be limited to the following:</p> <p>(i) Travel</p> <ul style="list-style-type: none"> • After hours' Report; • Compliments and complaints; • Consultant Productivity Report; • Long term accommodation and car rental; • Upgrade of class of travel (air, accommodation and ground transportation); • Bookings outside Travel Policy. <p>(ii) Finance</p>	

	TASKS	YES/NO/ NOTED
	<ul style="list-style-type: none"> • Reconciliation of commissions/rebates or any volume driven incentives; • Creditor's ageing report; • Creditor's summary payments; • Daily invoices; • Reconciled reports for Travel Lodge card statement; • No show report; • Cancellation report; • Receipt delivery report; • Monthly Bank Settlement Plan (BSP) Report; • Refund Log; • Open voucher report, and • Open Age Invoice Analysis. <p>(a) 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.</p>	

	TASKS	YES/NO/ NOTED
3.1.10	<p>Account Management</p> <ul style="list-style-type: none"> (a) An Account Management structure should be put in place to respond to the needs and requirements of the Department of Arts and Culture and act as a liaison for handling all matters with regard to delivery of services in terms of the contract. (b) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Arts and Culture's account. (c) The necessary processes should be implemented to ensure good quality management and ensuring Traveler satisfaction at all times. (d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers. (e) Ensure that the Department of Arts and Culture's Travel Policy is adhered and implemented. (f) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC. (g) Ensure that workshops/training is provided to Travelers and/or Travel Bookers. 	

	TASKS	YES/NO/ NOTED
	<p>(h) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.</p>	
3.1.11	<p>Value Added Services</p> <p>The TMC must provide the following value added services:</p> <p>(a) Destination information for international destinations:</p> <ul style="list-style-type: none"> (i) Health warnings; (ii) Weather forecasts; (iii) Visa information; (iv) Travel alerts; (v) Location of hotels and restaurants; (vi) Information including the cost of public transport; (vii) Rules and procedures of the airports; (viii) Airline baggage policy; and (ix) Foreign exchange rates. 	

	TASKS	YES/NO/ NOTED
	<ul style="list-style-type: none"> (b) Electronic voucher retrieval via web and smart phones; (c) SMS notifications for travel confirmations; (d) Travel audits; (e) Global Travel Risk Management; (f) VIP services for Executives that include, but is not limited to check-in support. 	
3.1.12	<p>Cost Management</p> <ul style="list-style-type: none"> (a) The National Treasury cost containment initiative and the Department of Arts and Culture's Travel Policy is establishing a basis for a cost savings culture. (b) It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions. (c) 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 traveler satisfaction. (d) 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 	

	TASKS	YES/NO/ NOTED
	<p>accordance with the Department of Arts and Culture’s Travel Policy to ensure that the Traveler reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.</p>	
<p>3.1.13</p>	<p>Quarterly and Annual Travel Reviews</p> <p>(a) Quarterly reviews are required to be presented by the Travel Management Company on all the Department of Arts and Culture’s travel activity in the previous three-month period. These reviews are comprehensive and presented to the Department of Arts and Culture’s Procurement and Finance teams as part of the performance management reviews based on the service levels.</p> <p>(b) Annual Reviews are also required to be presented to the Department of Arts and Culture’s Senior Executives.</p>	
<p>3.1.14</p>	<p>Office Management</p> <p>(a) The TMC to ensure high quality service to be delivered at all times to the Department of Arts and Culture’s travelers. The TMC is required to provide the Department of Arts and Culture with highly skilled and qualified human resources of the following roles but not limited to:</p> <p>(i) Senior Consultants-at least 2.</p>	

	TASKS	YES/NO/ NOTED
	<ul style="list-style-type: none"> (ii) Intermediate Consultant-at least 2. (iii) Junior Consultants-at least 2. (iv) Travel Manager (Operational). (v) Finance Manager / Branch Accountant. (vi) Admin Back Office (Creditors/ Debtors/ Finance Processors). (vii) Strategic Account Manager (per hour). (viii) System Administrator (General Admin). 	
3.2	<p>PRICING MODEL</p> <ul style="list-style-type: none"> (a) The Department of Arts and Culture requires bidders to price on the transactional fee model. (b) The attached Template for Transaction Fee Model for Off-Site Services must be used in this regard. (c) Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation of the previous month. 	

	TASKS	YES/NO/ NOTED
3.2.1	<p>Transaction Fees</p> <p>(a) The transaction fee must be a fixed amount per service.</p> <p>(b) 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.</p>	
3.2.2	<p>Volume Driven Incentives</p> <p>(a) It is important for bidders to note the following when determining the pricing:</p> <p>(i) National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;</p> <p>(ii) No override commissions earned through the Department of Arts and Culture reservations will be paid to the TMCs;</p> <p>(iii) An open book policy will apply and any commissions earned through the Department of Arts and Culture volumes will be reimbursed to Department of Arts and Culture.</p> <p>(iv) TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.</p>	

	TASKS	YES/NO/ NOTED
3.3	TIME FRAME	
	<p>(a) The service provider will be appointed for a period of thirty six (36) months from the date of receiving the appointment letter.</p> <p>(b) The service provider should attend a meeting at the DAC within a week and should avail himself or herself for progress meetings as per the Department's request.</p>	

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1 This bid and all contracts emanating from this bid will be subject to the General Conditions of Contract issued 2010 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.

5. SPECIAL CONDITIONS OF CONTRACT

5.1 As per the National Treasury Preferential Procurement Regulations, March 2017, in order to advance certain designated groups, the successful service provider will have to meet the following criteria:

(a) Bidders must have at least a contributor level 1 or 2 B-BBEE status.

A tender that fails to meet the above pre-qualifying criteria stipulated above is an unacceptable tender.

5.2 The Department may investigate possible fronting by any bidder and any bidder found to be fronting will be disqualified and blacklisted.

5.3 The service provider may not recruit or shall not attempt to recruit any employee of the Department of Arts and Culture for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

5.4 All bidders are required to submit details of Shareholder status as follows:

- Shareholder Certificates with the names of Directors and percentage of ownership;
- Copies of Identity Documents of all Shareholders.

6. EVALUATION STAGES

6.1 The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1 A	Compulsory briefing session.	Yes
Stage 1 B	Initial screening process to check compliance with bid requirements.	Yes
Stage 1 C	Pre-qualification criteria.	Yes
Stage 2	Functionality requirement evaluation.	Yes

Stage	Description	Applicable for this bid
Stage 3	Price and BBEE evaluation.	Yes

6.1.1 Stage 1 A:

Verification of service provider (s) attendance at compulsory briefing session. Service provider (s) who fail to attend the compulsory briefing session will be automatically disqualified.

6.1.2 Stage 1 B

Verification of service provider (s) compliance with bid requirements and initial screening process.

6.1.3 Stage 1 C:

Service provider (s) **must** indicate their compliance with the following pre-qualification requirements in terms of Regulation 4 of the Preferential Procurement Regulations 2017 and provide a proof.

- Original and Valid Sworn Affidavit signed by a Commissioner of Oaths and the letter from the Accounting Firm or Auditors (EME or QSE).
- B-BBEE certificates by SANAS accredited agencies.
- Failure to submit a proof requested will invalidate the bid.

The Department will apply the following pre-qualifying criteria to advance designated groups. Only tenderers who meet the following Pre-Qualification criteria can bid on this tender.

Pre-qualification criteria	Comply	Do not comply
(a) Bidders must have at least a contributor level 1 or 2 B-BBEE status		

A tender that fails to meet the above pre-qualifying criteria stipulated in the tender documents, will be considered an unacceptable tender.

6.1.4 Stage 2:

The Technical proposal will be evaluated out of 100 points with a threshold of 70 points. Bidders that score less than minimum of 70 points will be disqualified. Bidders must score a minimum of 70 or more points to qualify for further evaluation on price and preference points.

6.1.5 Stage 3:

Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system is applicable up to a rand value of R50 million (all applicable taxes included)

- The following criteria will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2017, pertaining to the Preferential Procurement Policy Framework Act 5 of 2000.
- Where BBBEE points are claimed, a certified copy of BBBEE certificate must be attached. Only SANAS accredited certificates will be taken into consideration or sworn affidavits (EME or QSE) must be valid at the time of the closing of the tender.
- The points for this bid are allocated as follows:

No	Components	Points
1.	Price	80
2.	Preferential points: BBBEE	20
	Total	100

7. EVALUATION PROCESS

7.1 The 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) shall apply. The lowest acceptable bid will score 80 points for price and remaining 10 points for B-BBEE status level of contribution.

7.2 Prospective bidders will have to score at least 70 out of 100 points allocated for functionality before the company's proposal will be considered for pricing.

8. BID REQUIREMENTS

- **General requirements**

The following is required of bidders and should be submitted to the department as part of the bid submission:

8.1 Company profile.

8.2 All Bidders must be registered on the National Treasury Central Supplier Database (CSD) and attach a copy of the most recent report to your tender document.

8.3 The tax status on CSD must be compliant, as the Department is unable to award a contract to a company whose tax affairs are not in order as determined by SARS. Bidders whose tax matters have expired or compliance status is invalid will be disqualified. **Note that it is no longer a requirement for bidders to submit hard copies of tax clearance certificates as compliance to tax matters can be assessed and verified on the CSD report.**

- 8.4 **Original and valid and / or certified** copy of B-BBEE status level certificate bearing SANAS logo or registered auditor. Failure to submit a valid B-BBEE certificate will result in zero preference points being awarded for B-BBEE. B-BBEE certificates or sworn affidavits must be valid at the time of the closing of the tender.
- 8.5 Original Company Resolution or Letter of authority or Letter of appointment authorizing the signatory of the Entity to sign the contract with the Department.
- 8.6 Valid contact details including e-mail address.
- 8.7 Certified ID copies of all Directors.
- 8.8 At least three references letters should be provided, as well as an indication of experience with similar projects.
- 8.9 Bidders are requested to provide one original and 5 copies of all bid documents.
- 8.10 Companies, who registered for VAT, should include VAT on their costing.
- 8.11 Any other details that may be relevant in respect of the tender evaluation criteria described above.
- 8.12 Technical requirements
A detailed proposal including:
- (a) Project Plan;
 - (b) Project Implementation Plan;
 - (c) Capacity and experience;
 - (d) Number and levels of team members to be involved in the assignment
 - (e) CVs of all involved;
 - (f) A business plan or proposal will be required indicating demonstrated experience as per evaluation criteria.

8.13. All bidders are required to submit details of Shareholder status as follows:

- Shareholder certificates with names of Directors and percentage of ownership;
- Copies of Identity Documents of all Shareholders.

8.14. Bidders are required to submit their International Air Transport Association (IATA) licence / certificate (certified copy at closing date). Non-submission will result in disqualification of the bid.

8.15 The Pricing Schedule at Annexure A must be completed as the calculations at Stage 3 will be based on that schedule.

9. EVALUATION CRITERIA

- All bids duly lodged will be evaluated by a panel first on functionality then price. The evaluation criteria is shown below:
- For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to each of the evaluation criteria mentioned below.

	Criteria	Points
9.1	<p>EXPERIENCE IN RENDERING A SIMILAR SERVICE</p> <p>Provide the reference letters from a minimum of three (3) contactable existing/recent clients (within past 3 years) which are of a similar or larger in size to the Department of Arts and Culture whom we may contact for references.</p> <p><u>Scoring for 9.1:</u></p> <p>Less than 3 = 0 points</p>	10

	Criteria	Points
	3-5 = 5 points 6 and above = 10	
9.2	<p>PROJECT PLAN</p> <p>The Project plan must consist of:</p> <ul style="list-style-type: none"> • A detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition (10 points). • Description of your reservations processes, group bookings, afterhours and emergency services in detail (10 points). • Description of your communication process where the traveler, travel coordinator/booker and travel management company will be linked in one smooth continuous workflow and how you will ensure that travel bookers are informed of the travel booking processes (5 points). • An overview of your back-office processes, describe roles and responsibilities of assigned staff and provide the staff structure for this account (5 points). 	30

	Criteria	Points
9.3	<p>ASATA MEMBERSHIP</p> <p>Proof of membership must be provided.</p>	10
9.4	<p>FINANCIAL MANAGEMENT</p> <p>Please provide a plan with the following details:</p> <ul style="list-style-type: none"> • Describe how you will implement the negotiated rates and maximum allowable rates established either by the Department of Arts and Culture or the National Treasury. • Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. • Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to Department of Arts and Culture. • Please describe credit card reconciliation process, timing and deliverables. • Please describe the 30 –day bill back process, timing and deliverables. 	10
9.5	<p>TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING</p> <p>Please provide a plan with the following details:</p>	20

	Criteria	Points
	<ul style="list-style-type: none"> • Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). • 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 traveler profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveler behaviour, transaction level data, etc. (refer to the detail in Section 3.1.9 (f)) • 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 the Department of Arts and Culture. • Describe the compatibility of your online solution to fully integrate into Department of Arts and Culture's systems. Indicate the turnaround time to complete this transition process and a breakdown of the expected cost that will be associated with it (in case Department of Arts and Culture decide to integrate). 	

	Criteria	Points
9.6	<p>ACCOUNT MANAGEMENT</p> <p>Please provide a plan with the following details:</p> <ul style="list-style-type: none"> • Provide the proposed Account Management structure / organogram. • Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. • Describe how queries, requests, changes and cancellations will be handled. Detail your mitigation and issue resolution process. Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. • Explain plans to ensure that the Department of Arts and Culture's Travel Policy is effectively implemented. • Detail 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 Travelers and /or Travel Bookers. 	10
9.7	<p>COST MANAGEMENT & VALUE ADDED SERVICES</p> <p>Describe how you will assist the Department of Arts and Culture to realise cost savings on annual travel spend.</p>	10

	Criteria	Points
	<ul style="list-style-type: none"> • Describe your detailed strategic cost savings plan for the contract duration. Indicate the items you target for maximum cost savings results (5 points). • Please provide detailed information on any value-added services your company can offer (5 points). 	
	Total	100

10. CONFIDENTIALITY

- 10.1 No information or documentation may be used for any other purpose other than providing for a tender proposal to the Department, and no copies of any document may be made, except with prior written approval from the Department.
- 10.2 The successful bidders and staff will be required to sign a non-disclosure agreement.

11. INTELLECTUAL PROPERTY AND OWNERSHIP

- 11.1 Ownership and copyright of all documentation developed during the period of the contract will be vested in the Department of Arts and Culture.
- 11.2 All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to the Department and may not be used for any other purpose by the service provider. The service provider shall give the Department all assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of Arts and Culture and must be handed over to the Department on termination of the contract.

- 11.3 All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the Department emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify the Department against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

12. CONTRACTUAL ARRANGEMENT

- 12.1 The service provider is required to enter into a Service Level Agreement with the Department of Arts and Culture to perform all functions as set out in the project Specification or Terms of Reference and National Treasury General Conditions of Contract of 2010.

13. FINANCIAL IMPLICATIONS

- 13.1 All bidders must provide a cost breakdown as per Paragraph 3.2 of the Task Directive above.
- 13.2 No service will be provided to the Department before an official order has been issued to the supplier or service provider.
- 13.3 The service provider should be aware that DAC only pays after the services have been rendered.
- 13.4 Payments will be done within 30 days of receipt of an invoice with all required supporting documents as per the Service Level Agreement.
- 13.5 Payments will be made by the Department after the service provider has submitted an invoice supported by all requisite documents.

14. CLIENT BASE

- 14.1 The Department of Arts and Culture reserves the right to contact references during the evaluation and adjudication process to obtain information.

15. COMMUNICATION

- 15.1 The Department of Arts and Culture may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

16. PRESENTATION

- 16.1 The Department of Arts and Culture may require presentation and/or interviews from short-listed bidders as part of the bid process for clarification purposes.

17. SUPPLIER DUE DILIGENCE

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

18. CONFLICT OF INTEREST

- 18.1 The bidders or bidders group must submit a document (you may include it in your covering letter), stating whether any of its employees have any interest in the Department or whether any of Department's personnel have any interest in the bidders or affiliated business.

19. PACKAGING OF BID

- 19.1 Bidders to arrange the Standard Bidding Documents (SBDs) in your submission numerically and orderly.

20. COMPULSORY BRIEFING SESSION

(Bidders failing to attend the compulsory briefing session will be disqualified automatically and their bids will be regarded as non-responsive)

Date : 11 May 2018

Time : 11:00 am to 12:00 pm (Bidders arriving late will be not allowed in the briefing session.)

Venue : Department of Arts and Culture, Sechaba House, 202 Madiba Street, Cnr Madiba and Paul Kruger Street, Pretoria.

21. SUBMISSION OF BIDS DOCUMENTS

- 21.1 Bidders are advised to ensure that bids are submitted allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department main entrance.

- 21.2 All bidders are required to complete a bid register fully, when submitting bid documents. Bid register is available at the below-mentioned address.

- 21.1 Bidders should deposit their documents into the tender box available on the Ground Floor reception area by **11H00** at the address below:

Department of Arts and Culture, Sechaba House, 202 Madiba Street, Cnr Madiba and Paul Kruger Streets, Pretoria.

22. COST OF BIDDING

- 22.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process. The bidder will not be entitled to claim for travel and subsistence expenses. If such expenses are applicable, these charges must be included in the bid price.

23. PRICE OR FEES NEGOTIATION

- 23.1 The Department may negotiate the price or fees with the preferred bidder/s after a competitive bidding process.

24. LATE BIDS

- 24.1 Bids are received at the address indicated above. Bids received after the closing date and time will not be accepted for consideration and will be returned unopened to the bidder. Bids documents should be submitted before 11:00 on the closing date of the tender.

25. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF TENDER DOCUMENTS

- 25.1 The Department will respond in email to any request for clarification of the tender documents which it receives **no later than one (1) week prior to the**

deadline for submission of bids prescribed by the Department. All enquiries related to the technical content of the Terms of Reference as well as the bid enquires may be directed **in writing** to the officials listed below:

For Bid Enquiries
Mr Tuelo Thubisi
Tel: (012) 441
Email: Tuelot@dac.gov.za
Mr. S Ndlovu
Tel: (012) 441 3089
Email: Siphon@dac.gov.za
For Technical Enquiries:
Ms Pureshni Almeida
Tel: (012) 441 3696
Email: Pureshnia@dac.gov.za

Annexure A

Pricing schedule-Template 2 Transaction Fee Model for Off-Site Services-MUST BE COMPLETED.

(Revised Terms of Reference Travel Management-26 April 2018)

**PRICING SUBMISSION****RFP NO:**

<TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

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 2: TRANSACTION FEE MODEL OFF-SITE SERVICES

RFP NO:

DAC 04/18-19

RFP NAME:

REQUEST FOR PROPOSAL FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY
TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF ARTS AND
CULTURE FOR A PERIOD OF SIX MONTHS

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	600		R -			R -	
2	Air Travel – Regional			R -			R -	
3	Air Travel – Domestic	6000		R -			R -	
4	Air Travel – International (Re-issue)			R -			R -	
5	Air Travel – Regional (Re-issue)			R -			R -	
6	Air Travel – Domestic (Re-issue)			R -			R -	
7	Refunds – Air Domestic			R -			R -	
8	Refunds – Air Regional			R -			R -	
9	Refunds – Air International			R -			R -	
10	Car Rental – Domestic	300		R -			R -	
11	Car Rental – Regional			R -			R -	
12	Car Rental – International			R -			R -	
13	Transfers/Shuttle – Domestic	5000		R -			R -	
14	Transfers/Shuttle – Regional			R -			R -	
15	Transfers/Shuttle – International			R -			R -	
16	Accommodation – Domestic	5000		R -			R -	
17	Accommodation – Regional			R -			R -	
18	Accommodation – International	200		R -			R -	
19	Bus/Coach Bookings			R -			R -	
20	Train bookings – International			R -			R -	
21	Visa Assistance (Provision of documents and advice)			R -			R -	
22	Courier services for travel documentation			R -			R -	
23	SMS Notifications			R -			R -	
24	Parking bookings			R -			R -	
25	Cancellations			R -			R -	
26	Changes to bookings			R -			R -	
27	After Hours Services			R -			R -	
28	Additional Ad-hoc Reports (per report)	-		R -			R -	
29	Customised Reports (per report)	-		R -			R -	
30	Travel Lodge card Reconciliation			R -			R -	
31	Debtors Account Reconciliation			R -			R -	
32	Bill-back account processing			R -			R -	
33	Travel insurance			R -			R -	
34	Cost of implementation of on-line Booking tool			R -			R -	
35	Other (Specify)			R -			R -	
36	Other (Specify)			R -			R -	
37	Other (Specify)			R -			R -	
Total					R -			R -
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional		0	Percentage Online		0
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES FOR YEAR 1				R				-
<p>NB. Please quote unit price even where there are no estimates.</p> <p>Please say no charge for items which are not charged.</p>								
(Updated 4 May 2018)								

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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21. Delays in the supplier's performance
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)