



Custodian of Good Governance

**OFFICE OF THE REPUBLIC SERVICE COMMISSION  
REPUBLIC OF SOUTH AFRICA**

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Commission House, Cnr Hamilton & Ziervogel Streets, Arcadia, Pretoria, 0083

Enquiries Ms. R Sibanda      [Reginas@opsc.gov.za](mailto:Reginas@opsc.gov.za) (012) 352 1104      Bid OPSC 001/15

**APPOINTMENT OF A SERVICE PROVIDER IN RESPECT OF TRAVEL, ACCOMMODATION,  
VENUE AND SERVICES HIRE FOR THE OFFICE OF THE PUBLIC SERVICE COMMISSION  
(THREE (3) YEAR PERIOD)**

**REQUIRED BY: OFFICE OF THE PUBLIC SERVICE COMMISSION**

1. Kindly furnish us with a bid for the services shown on the attached forms.
2. The General Contract Conditions (GCC), Special Requirements and Conditions of Contract (SCC) as well as the SBD1, SBD2, SBD 3.3, SBD4, SBD6.1, SBD8, and SBD9 are attached for completion.
3. These forms must be returned with your bid. Each bid document must be submitted in an envelope together with the required documents stipulating the following information: Name and Address of the Bidder, Bid Number and closing Date of Bid.
4. The bid should be mailed to The Director-General, Office of the Public Service Commission, Private Bag X121, PRETORIA, 0001 attention: Director Supply Chain Management and Security Services, to reach the destination no later than the closing date and time or must be deposited in the bid box at Commission House, corner Hamilton & Ziervogel Street, Arcadia, 0083, no later than the closing date and time (i.e. 13 March 2015 at 11h00).



**Sbenza Chonco**  
**SUPPLY CHAIN MANAGEMENT**  
**DATE: 27 FEBRUARY 2015**



**PROVINCIAL OFFICES:**

<b>Free State</b> T: (051) 448 8696 F: (051) 448 4135	<b>Eastern Cape</b> T: (043) 643 4704 F: (043) 642 1371	<b>KwaZulu-Natal</b> T: (033) 345 9998 F: (033) 345 8505
<b>Gauteng</b> T: (011) 833 5721 F: (011) 834 1200	<b>Northern Cape</b> T: (053) 832 6222 F: (053) 832 6225	<b>Mpumalanga</b> T: (013) 755 4070 F: (013) 752 5814
<b>North West</b> T: (018) 384 1000 F: (018) 384 1012	<b>Western Cape</b> T: (021) 421 3980 F: (021) 421 4060	<b>Limpopo</b> T: (015) 291 4783 F: (015) 291 4683

**PARLIAMENTARY OFFICE T: (021) 418 4940 F: (021) 418 1362**



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**SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT**

**APPOINTMENT OF A SERVICE PROVIDER IN RESPECT OF TRAVEL,  
ACCOMMODATION, VENUE AND SERVICES HIRE FOR THE OFFICE OF  
THE PUBLIC SERVICE COMMISSION FOR A THREE (3) YEAR PERIOD**

**BID VALIDITY PERIOD: 90 DAYS**

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## 1. SCOPE

To secure a service provider in respect of travel, accommodation, venues and facilities arrangements for the Office of the Public Service Commission (OPSC) for a period of three (3) years.

## 2. LEGAL FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations 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 prevail.

## 3. LATE BIDS/PROPOSALS

- 3.1 Bids/Proposal received after the closing date and time, at the address indicated in the bid documents, will not be considered.
- 3.2 Late bids/proposals will not be admitted for consideration and will, where practicable, be returned unopened to the bidder.

## 4. VALIDITY OF BIDS/PROPOSALS

The bid/proposal must include a statement as to the period for which the proposal remains valid. The bid/proposal must be valid for at least ninety (90) days from the closing date and time of bids.

## 5. PACKAGING OF BIDS/PROPOSALS

Bids must be submitted on the official bid document forms (included in this document) after having been fully completed and signed by the bidder before being submitted. The bidder shall place both the sealed Technical Proposal and Price/Financial Proposal envelopes into an outer sealed envelope or package and must be clearly marked as follows:

## **FUNCTIONAL/TECHNICAL PROPOSAL**

Bid No:

Description:

Bid Closing date and time:

Name and address of bidder:

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

## **PRICE/FINANCIAL PROPOSAL**

Bid No:

Description:

Bid Closing date and time:

Name and address of bidder:

In this envelope the bidder shall provide price/financial proposal and the B-BBEE certificate to claim points in terms of the Preferential Procurement Regulations, 2011 only in accordance with pricing schedule (SBD 3.3).

The Technical Proposal envelope and the Price/Financial Proposal envelope shall contain **one original hard copy document clearly marked "Original" and four (4) hard copies, clearly marked "Copy" (i.e. five (5) documents to be included in each envelope).**

## **6. NUMBER OF PROPOSALS**

Each bidder must submit five (5) hard copies of their entire proposal fully indexed with proper dividers. All submitted proposals will become the property of the OPSC, and will not be returned. No late submissions will be considered under any circumstances.

Envelopes must not contain documents relating to any Request for Proposal (RFP) other than the one referred to in this RFP.

The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for receiving them.

After the evaluation process is completed, the Sub-Bid Committee (SBC) will, prior to making a final selection, draw up a shortlist of three (3) participants and require them to

make a detailed presentation to the SBC. A minimum of 2 days' notice will be given to relevant participants in advance of the presentation date.

## 7. EVALUATION PROCESS

The evaluation process comprises the following phases:

### **Phase 1: Compliance with minimum requirement of bid**

During this phase bid documents including all SBD forms that are to be filled in, signed and returned with the proposals will be reviewed to determine compliance with among others, tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid. Failure on the part of the bidder to sign the fid forms and thus to acknowledge and accept the conditions in writing or to complete the bid forms, questionnaire and specifications in all respects, as well as to submitting the bid after the closing date and time, will invalidate the bid.

### **Phase 2: Awarding of points on technical/functionality to remaining bidders**

During this phase bidders' responses will be evaluated based on the mandatory requirements indicated in the scope of work. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

During this phase bidders' responses will be evaluated for functionality based on achieving a minimum threshold of 70%.

Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the scope of work. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders need to ensure that all information is supplied as required. The panel will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

The Panel members will individually evaluate the responses received against the following criteria as set out in the functionality scorecard:

## EVALUATION CRITERIA

CRITERIA			WEIGHTS
<b>1.</b>	<b>Experience of the prospective bidder with detailed references</b>		<b>30</b>
1.1	Experience of company	Experience in the field of travel, accommodation arrangements, etc. (indicate the number of years)  (a) More than 10 ~ 5 = Excellent years (b) 8-10 years ~ 4 = Very Good (c) 5- 7 years ~ 3 = Good (d) 3-4 years ~ 2 = Average (e) 1-2 years ~ 1 = Poor	10
5.1	Affiliations/ membership of IATA and ASATA	Is the bidder a member of both organisations?	10
5.2	Current Client Base	Provide contactable references (names and contact person) of major clients (minimum of five (5) references)  (a) 5 and more ~ 5 = Excellent references (b) 4 references ~ 4 = Very Good (c) 3 references ~ 3 = Good (d) 2 references ~ 2 = Average (e) 1 reference ~ 1 = Poor	5
5.3	Competency of management and staff (in-house and support staff/ consultants)	Provide the management structure, directors CV's and abridged CV's of individuals to be operationally involved (three (3) to five (5) years' experience)  (a) 5 years and more 5 = Excellent (b) 4 years 4 = Very Good (c) 3 years 3 = Good (d) 2 years 2 = Average (e) 1 year 1 = Poor	5
<b>2.</b>	<b>Technical Approach</b>		<b>60</b>
2.1	Comprehensive services	In what way are you able to provide a comprehensive air travel, car rental, accommodation and procurement of venue hire services to demonstrate in-depth	20

		knowledge of the industry (e.g. travel options, cost savings value-add services, product knowledge)?	
2.3	Capability	<p>Capability of providing the following services:</p> <ul style="list-style-type: none"> <li>• software</li> <li>• accounts keeping</li> <li>• Relationships with suppliers including domestic, regional and international agents</li> </ul>	20
2.4	Capacity	In what way are personnel available to operate an in-house office at the OPSC (National Office) from 08:30 to 13:30 two (2) days per week	5
2.5	24/7 Availability	Are personnel available for 24 hours/ 7 days per week? Please indicate at least three (3) method/s of communication.	5
2.6	Reconciliation of Account	In which manner will the account be reconciled? Please indicate approach	5
2.7	Security Measures	What security measures are in place to prevent financial/security irregularities? Please indicate.	5
3.	<b>FINANCIAL STATUS (TURNOVER)</b>		<b>10</b>
	(a)	>10Million ~ 5 = Excellent	10
	(b)	>5Million<10Millio ~ 4 = Very Good	
	(c)	n	
	(d)	>3Million>5Million ~ 3 = Good	
	(e)	>1Million<3Million ~ 2 = Average	
		>1Million ~ 1 = Poor	
<b>TOTAL</b>			<b>100</b>

The score for functionality will be calculated as follows:

Each panel member will rate each individual criterion on the score sheet using the following value scale:



Performance	Description	Score
Excellent	Answer far <u>exceeds</u> the functionality requirement	5
Very Good	Answer <u>meets and exceeds</u> the functionality requirements	4
Good	Answer <u>meets</u> all functionality requirements	3
Average	Answer <u>partially meets</u> the functionality requirements	2
Poor	Answer <u>fails to meet the functionality requirements other than the conditional requirements</u>	1
	Answer fails to meet the <u>key functional</u> requirements in respect of travel, accommodation, venue and services hire	Disqualified

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

This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated further and scored in terms of pricing and B-BBEE.

Bidders scoring a threshold of less than 70% for functionality will not be considered for further evaluation on price and goals.

## 8. EVALUATION CRITERIA (PHASE 3)

- a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system in terms of which points are awarded to bidders on the basis of:
  - The bid price (maximum 90 points)
  - Broad Based Black Economic Empowerment (B-BBEE) compliance (maximum 10 points)
- b. The following formula will be used to calculate the points for price:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Rand value of bid under consideration

$P_{\min}$  = Rand value of lowest acceptable bid

- c. A maximum of 10 points may be awarded to a bidder attaining the B-BBEE status level of contributor in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- d. The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- e. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- f. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- g. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for preference points.
- h. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points claimed.
- i. Points scored will be rounded off to the nearest 2 decimals.

- j. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- k. The OPSC does not commit itself to accepting the lowest or any bid, or to award the bid after its closing date if it considers awarding such bid not to be in its best interest. A decision by the OPSC regarding the acceptance of a bid shall be final.
- l. The OPSC reserves the right to request the three (3) highest scorers to do a presentation if deemed necessary at their own cost. *In-loco* (site inspections) will be conducted with the three (3) highest scorers in order to verify the following:
- the infrastructure of the company (building, IT systems),
  - capacity of the company (staff complement).

## 9. CONTRACT PERIOD

The contract period shall be for a period of three (3) years.

## 10. PRE-AWARD SUPPLIER DUE DILIGENCE

The OPSC reserves the right to conduct supplier due diligence prior to final award. Additional information may be required in writing from suppliers. Replies to such requests must be submitted within 7 working days or else bids may be disregarded.

## 11. RESPONSE FIELDS

It is imperative that bidders submit responsive bids by completing all the mandatory response fields and item questionnaires for the individual items. Non-compliance with this condition may invalidate the bid for the item/s concerned.

## 12. TAX CLEARANCE CERTIFICATE

An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time. Failure to comply with this condition will invalidate the bid.

## 13. VALUE ADDED TAX

All bid prices must be inclusive of 14% Value-Added Tax.

## 14. CONTRACT ADMINISTRATION

- a. A successful bidder must advise the OPSC immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- b. All correspondence in this regard must be directed to the following address:  
Office of the Public Service Commission for the attention of Mr. Sbonga Chonco, Supply Chain Management & Security Services, Private Bag X121, Pretoria, 0001
- c. The Office of the Public Service Commission hereby chooses the following street address as its domicilium citandi et executandi for the purpose of serving notices and legal documentation:

Commission House, Corner Hamilton and Ziervogel Streets, Arcadia, PRETORIA, 0083.

## 15. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that **amendments to any of the Special Conditions** will result in invalidation of such bids.

## 16. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4 (1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
  - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
  - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has / have engaged in any of the restrictive practices referred to above, the purchaser may 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.
- c. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of any of the restrictive practices 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.

## 17. FRONTING

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

## 18. CONFIDENTIALITY

- 17.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 17.2 All bidders are bound by the confidentiality agreement preventing unauthorised disclosure of any information regarding the OPSC or of its activities to any other organisation or individual. Bidders may not disclose any information, documentation or products to other clients without written approval from the Head of the Department or his/her delegated Officer.

## 19. SERVICE LEVEL AGREEMENT

The successful bidder shall enter into a service level agreement for the services to be rendered in terms of the contract.

## 20. ENQUIRIES

For enquiries bidders are requested to contact:

**Bid enquiries: Mr Sbonga Chonco**

Tel: (012) 352 1109

Email: [sbongac@opsc.gov.za](mailto:sbongac@opsc.gov.za)



## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER IN RESPECT OF TRAVEL, ACCOMMODATION, VENUE AND SERVICES HIRE FOR THE OFFICE OF THE PUBLIC SERVICE COMMISSION FOR A THREE (3) YEAR PERIOD**

### **1. PURPOSE**

The Office of the Public Service Commission (OPSC) hereby invites interested bidders to tender for the rendering of a service with regard to the provisioning of travel, accommodation, vehicle hire as well as venue and services hire in respect of its employees, as well as the Commissioners of the Public Service Commission.

### **2. BACKGROUND TO REQUIREMENTS**

- 2.1 The OPSC in the course and scope of executing its mandate, require its officials to travel both within the borders of South Africa and internationally on official business.
- 2.2 The appointed travel agent will be required to assist the OPSC's employees, interview candidates and other important stakeholders deemed eligible in terms of the relevant Travel Policy and National Treasury Instruction 01 of 2013/2014, as amended from time to time with travel, accommodation, venues and services hire arrangements.
- 2.3 The OPSC's executive, (from level of Deputy Director-General to the Commissioners) must at all times be given priority when procuring travel arrangements. Accuracy and courtesy will be required at all times and the travel agent must allocate a dedicated senior consultant to service this group of officials.
- 2.4 Each requirement must thus be dealt with in such a manner, that the most economical travel or accommodation and venue hire is arranged.
- 2.5 The OPSC encourages its officials to process all requests for the acquisition of the services mentioned above, between 08h00 to 17h00. However, in cases of emergency, after hours booking may be requested from the travel agent. Suitable arrangements must be made by the travel agent to address any time gaps that may arise between normal office hours and the after-hour's service provided to address the travel services required by officials.
- 2.6 The OPSC has identified levels of delegated authority to approve the procurement of

travel services in its Travel Policy. The travel agent may only proceed with the procurement and confirmation of procurement once the appropriate approved documentation authorizing the trip and procurement of travel services is provided to them. The delegated authority for the procurement of a conference facility differs from the aforementioned and must also be provided by the applicant prior to the procurement being confirmed.

- 2.7 Payment for all services (flights, conferencing facilities and accommodation, domestic, regional and abroad, etc. will be made within 30 days upon the submission of the necessary invoices.
- 2.8 Air travel will be procured in accordance with the provisions of National Treasury Instruction 01 of 2013/2014 and the OPSC Travel Policy, as amended from time to time.
- 2.9 The OPSC uses SAA as its preferred airline carrier and has entered into a Corporate Agreement with SAA for upfront discounts and travel rands offered on certain flights. However, where the preferred airline carrier is unable to offer the required service, the travel agent may procure the service from another airline carrier after consultation with the OPSC.
- 2.10 No official in the OPSC may travel internationally without travel insurance. The travel agent is required to procure sufficient travel insurance for officials embarking on international official trips.
- 2.11 The procurement of domestic accommodation is capped at R1,300.00 (VAT incl.) per night per person (with the exception of the OPSC's executive) and includes dinner, bed, breakfast and parking. The travel agent will be responsible for obtaining the best deal for the OPSC in terms of pricing and benefits within the said amount.
- 2.12 It may become necessary for bookings to be cancelled and/ or amended and the travel agent will be required to facilitate such requests. Such amendments will be provided in writing to the travel agent. Where the OPSC fails to request the cancellation and/ or amendment timeously, the travel agent must be able to identify such no-shows and report them to the OPSC for the activation of the internal processes related thereto.

### **3. SCOPE OF SERVICES**

The OPSC's requirements for domestic and international travel and accommodation covers amongst others:

#### **3.1 Air Travel**

- 3.1.1 The travel agent should have local branch offices or agencies where domestic and/or international requirements can be planned and/ or booked, and where amendments to bookings can be arranged must be available in the main centres of South Africa.
- 3.1.2 The travel agent should have branch offices or agencies with whom partnerships exists, where bookings or amendments to bookings can be arranged, must be available outside South Africa.
- 3.1.3 The travel agent will be required to book air travel based on the approved Trip



Authority form known as the Approval of official travel, travel plan and accommodation provided by the official travelling (traveller).

- 3.1.4 The travel agent will be required to procure air travel in line with the Corporate Agreement entered into with SAA, the OPSC's preferred airline carrier, unless a SAA flight is not available on a route or it is impractical to fly SAA due to flight schedules or the SAA flight is fully booked. The travel agent shall manage the implementation of the provisions of the said Agreement with a view to maximising the savings to the OPSC with due regard to the contents of paragraph below.
- 3.1.5 The class of seat that may be booked for travellers is set out in the National Treasury Instruction 01 of 2013/2014 and the OPSC Travel Policy which may be amended from time to time.
- 3.1.6 The travel agent will be required to SMS and email or deliver to or arrange for the collection of the travel voucher with the relevant official who will be travelling, at the travel agent's cost.
- 3.1.7 The travel agent must have a system of recording tickets booked per day, tickets booked but not used, cancelled tickets and amended tickets. The travel agent will be required to manage open tickets for travellers and must re-issue the valid, open ticket when the travel uses the same route.
- 3.1.8 The status of tickets and the management thereof must be reported to the OPSC on a monthly basis.
- 3.1.9 Any changes to air travel arrangements required by the official prior to the trip being undertaken will be made in writing by the official concerned and approved by the official's responsibility manager prior to the OPSC submitting it to the travel agent for processing. The travel agent may not process any amendment without the approved written request from the OPSC.
- 3.1.10 The travel agent will be required to include travel insurance in the bookings for all official trips outside the country. The travel insurance should cover claims for damages, losses, injury, medical expenses and any other travel related expenditure.
- 3.1.11 The travel agent in conjunction with the OPSC will manage the Travel Rands accrued through the SAA Corporate Agreement.

## **3.2 Accommodation**

- 3.2.1 The travel agent will be required to book accommodation based on the approved Trip Authority form provided by the official travelling.
- 3.2.2 The OPSC has in accordance with National Treasury Instruction 01 of 2013/2014 capped the expenditure for domestic accommodation (with the exception of the OPSC's executive) to R1,300.00 (VAT incl.) including dinner, bed, breakfast and parking.
- 3.2.3 The travel agent will negotiate discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels or guesthouses.

- 3.2.4 The travel agent must ensure that accommodation is reasonable and the most economical in terms of pricing and the location of the establishment in relation to the venue where the business will be conducted.
- 3.2.5 The travel agent will be required to SMS and email or deliver to or arrange for the collection of the confirmation/ voucher in respect of the accommodation booked with the relevant traveller, at its own cost.
- 3.2.6 The travel agent will also be required to fax or email the relevant vouchers to the supplier (e.g. hotel or guesthouse) at their own cost.
- 3.2.7 The voucher will state the following, but not limited to:
- The personal details of the traveller as it appears on his/ her identity document.
  - The booking details.
- 3.2.8 Any changes to the arrangements for accommodation required by the official prior to the trip being undertaken, will be made in writing by the traveller concerned and approved by the traveller's responsibility manager prior to the OPSC submitting it to the travel agent for processing. The travel agent may not process any amendment without the approved written request from the OPSC.
- 3.2.9 The travel agent will be responsible for ensuring that only items that are payable by the OPSC appear on the invoice from the supplier of the service. Items that are not payable by the OPSC must be billed directly to the traveller as the OPSC will under no circumstances be held liable for such costs.

### **3.3 Vehicle Rental/ Car Hire**

- 3.3.1 The travel agent will be responsible for planning, arranging and amending vehicle rental/car hire through available agencies situated inside or outside South Africa in line with the OPSC's Travel Policy, as amended from time to time.
- 3.3.2 The travel agent will negotiate discounts on standard tariffs for vehicle rental/car hire with the available vehicle rental/car hire agencies.
- 3.3.3 The travel agent will ensure that rental vehicles are booked inclusive of insurance (super damage waiver) to limit the risk exposure in terms of loss, theft or collision damage to the vehicle.

### **3.4 Shuttle/ Chauffeur Service**

- 3.4.1 The travel agent will be required to arrange for shuttle/ or chauffeur services when required based on the approved Trip Authority form provided by the official travelling (traveller).
- 3.4.2 Any changes to services required by the official prior to the trip being undertaken will be made in writing by the official concerned and approved by the official's responsibility manager prior to the OPSC submitting it to the travel agent for

processing. The travel agent may not process any amendment without the approved written request from the OPSC.

### **3.5 Venue and Services Hire**

- 3.5.1 The travel agent will be responsible for the planning, arranging and amending of bookings for venue and services hire through available agencies situated inside South Africa in line with the OPSC's Travel Policy, as amended from time to time.
- 3.5.2 The travel agent will negotiate discounts on standard tariffs for venues and services hire with the hotel groups, private hotels or other concerns.
- 3.5.3 The official organizing the event will specify the requirements for the event in writing and the travel agent will identify at least three (3) suitable venues for inspection. In this regard the travel agent will be required to identify a suitable venue with other Government Departments before contacting establishments in the private sector.
- 3.5.4 Where the duration of the event exceeds a day and the participants are required to stay overnight, due consideration must be given to booking conferencing facilities and accommodation at the same venue or alternatively in close proximity to the venue to minimize transport costs.
- 3.5.5 Venues must comply with the minimum requirements for access by people with impairments and disabled persons.
- 3.5.6 The travel agent will arrange for the venues to be inspected by the organisers of the event, a Supply Chain Management (SCM) representative and the travel consultant who will be involved with the procurement of the service on behalf of the OPSC.
- 3.5.7 Once the sites have been inspected, the travel agent will obtain a quotation from the inspected sites (a minimum of three (3)). The travel agent must ensure that the quotations are reasonable and the most economical in terms of the required specifications.
- 3.5.8 The quotations will be perused and discussed by the organisers of the event, a SCM representative and the travel agent before a recommendation is made to the organisers of the event for approval by the relevant principals.
- 3.5.9 Once the venue has been identified, the Approval of official travel plan and accommodation will be completed by the OPSC and authorised in terms of the Procurement Delegations. The travel agent will obtain the contract, where necessary and submit to the OPSC for perusal and signature before any deposit is paid to the supplier.
- 3.5.10 The travel agent will inspect the venue at least one (1) day prior to the commencement of the event to ensure that the requirements for the event, as agreed to with the supplier, have been met.
- 3.5.11 The travel agent will be required to manage the expenditure in respect of the conference to ensure that the agreed costs are not exceeded and that any refunds

due to the OPSC is returned immediately after the event.

**c. Bilateral Discussions Forum (BDF):**

The service provider must arrange quarterly bilateral discussion forums during which updates can be provided and where operational challenges and remedies will be discussed.

**4. RESPONSIBILITIES**

**4.1 Tasking Authority:**

The OPSC undertakes to:

- 4.1.1 provide the appointed travel agent with a copy of the OPSC's Travel Policy within thirty (30) calendar days of the commencement date of the contract.
- 4.1.2 provide the appointed travel agent with a copy of the Corporate Agreement with SAA within thirty (30) calendar days of the commencement date of the contract.
- 4.1.3 provide the appointed travel agent with a traveller profile for frequent travellers within thirty (30) calendar days of the commencement date of the contract.
- 4.1.4 the OPSC employees tasked with the booking of travel arrangements for staff and Commissioners will be responsible for the following:

Provide the service provider with the necessary details for domestic travel requirements at least eight (8) working hours to the scheduled trip prior so that the required travel and/or accommodation and vehicle rental or car hire requirements are understood. In this regard, the following should have been considered:

- a. Official nature of the travel and accommodation requirements;
  - b. Departure and arrival points, dates and type of required travel;
  - c. Departure and arrival dates and type of accommodation required;
  - d. Departure and arrival points, dates and type of vehicle or car required;
  - e. Any other specific requirements relating to, for example, passenger class in aircraft to be provided, etc.; and
  - f. Responsibility, objective codes and order/ reference number.
- 4.1.5 provide the service provider with the requests for international travel arrangements at least twenty-four (24) working hours prior to the scheduled trip.
  - 4.1.6 provide the request for quotations for Conferencing Facilities/ Venues for events attended by fifty (50) or more delegates at least thirty (30) days prior to the event. Events for less than fifty (50) delegates must be submitted at least seven (7) days before the event. The specifications should cater for the following facilities required at the venue:

- i. Catering
- ii. Equipment
- iii. Entertainment
- iv. Parking
- v. Facilitators
- vi. Sound and lighting, and
- vii. Décor.

- 4.1.7 provide the final confirmation for Conference Facilities/ Venues at least seven (7) working days prior to the Conference/ Workshop for fifty (50) or more delegates and two (2) working days for events less than fifty (50) delegates.
- 4.1.8 provide the service provider with a document to authorise the issuing of the required travel documentation, (Approval of Official Travel, Travel Plan, Accommodation and vehicle rental/ car hire.)
- 4.1.9 settle a valid and correct invoice within thirty (30) calendar days of receipt.
- 4.1.10 provide the travel agent with an office and one (1) telephone extension from which it would conduct business within the OPSC in respect of this contract. The travel agent will be responsible for providing any other requirements necessary for the implementation of this contract.

## **4.2 Travel Agent**

The travel agent undertakes to:

- 4.2.1 establish an office at the premises of the OPSC, in order to assist the officials of the OPSC with all their official travel, accommodation, car hire and conference arrangements. The office must be open for business from 08:30 to 13:30 two (2) days per week.
- 4.2.2 avail personnel on a twenty four (24) hour basis to assist officials with any changes to travel plans and for bookings for emergency travel. The travel agent will provide the OPSC with emergency number/s and the travel agent will ensure that the person/s manning this/ these number/s is/ are in a position to resolve problems.
- 4.2.3 maintain a database and a profile of all active travellers recording their travel preferences including airline seating, special meals, special needs, accommodation, transport preferences, etc. In addition to ad hoc amendments to/ updates of this information, the travel agent will review the information on a quarterly basis with the travellers to verify that it is still accurate and applicable.
- 4.2.4 provide updated lists with names, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, and agencies with whom liaison exists outside South Africa on a 24-hour basis, must be made available to the OPSC on a monthly basis.

- 4.2.5 have facilities that will enable them to distribute vouchers, tickets and other forms of ticketing timeously, but in any event within three (3) hours of request, at their own cost.
- 4.2.6 provide at least one (1) dedicated senior consultant who will assist the OPSC's executive staff with their travel bookings. Due consideration must be given to the requirements of paragraph 2.3 of this document when addressing it in the bid response.
- 4.2.7 provide at least one (1) dedicated consultant who will assist with the booking of conference facilities. Due consideration must be given to the process that the OPSC requires when booking conference venues as described in paragraph 3 e of this document.
- 4.2.8 provide dedicated personnel to attend to the financial component of the account.
- 4.2.9 Travel agents are required to submit fixed rates per year with due consideration to the CPIX adjustments as per the pricing schedule. Costs such as delivery of documents, delivery of tickets, management reports, air travel bookings, accommodation bookings, cancellation fees, change in bookings, fees in respect of free tickets, consultancy, administrative fees and management fees (if any) must be at fixed rates.
- 4.2.10 negotiate contracts with suppliers of accommodation so as to gain maximum cost benefit.
- 4.2.11 seek and/ or inform the OPSC of any special deals available with regard to the services required and to negotiate the best deals for the OPSC with the requirements of the official being the point of reference.
- 4.2.12 negotiate discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels or other concerns.
- 4.2.13 negotiate its own term of settlement with accommodation and transport suppliers.
- 4.2.14 ensure continued negotiations with suppliers of all services to the benefit of the OPSC.
- 4.2.15 manage the Corporate Agreement with SAA in a manner that the OPSC achieves the maximum benefit from the incentives offered therein.
- 4.2.16 provide quotations within four (4) working hours of receiving the request, unless otherwise agreed to with the traveller/ applicant.
- 4.2.17 ensure that the minimum requirements described in paragraph 3.b.vii of this document appear on the voucher.
- 4.2.18 process bookings and advise travellers of their travel details within three (3) working hours of their request, except in cases where it is necessary to reduce this timeframe. Preference must be given to the instructions of the tasking authorities in respect of the following:
  - i. Dates, routes, preferred airlines, passenger class, preferred seating and estimated costs for air travel;

- ii. Hotel facilities within budget, location, availability of parking facilities, distance from airports, public transport, etc. for accommodation; and
- 4.2.19 propose alternative arrangements timeously if confirming seatings or accommodation arrangements is impossible or if it can be proven that with deviations to original arrangements, financial savings can be realised.
- 4.2.20 preliminary travel plans and bill of price must be submitted before finalisation of the tasking order, especially in cases where a variety of travelling routes, accommodation and services are to be provided.
- 4.2.21 confirmation of bookings via SMS or e-mail to the user and issuing of travel documentation after receipt from the tasking employee.
- 4.2.22 provide a quotation for all arrangements including venues and services hire for workshops and conferences not exceeding R500 000 (VAT inclusive) per case. Sourcing, booking and amending bookings of suitable venues and services hire (for meetings) that are required by the OPSC as described in paragraph 4.1.6 of this document.
- 4.2.23 deliver invoices for payment every month on dates to be agreed. Submission of proof that the required service was rendered and/or used, within 7 days so that payment can be arranged by the OPSC.
- 4.2.24. ensure the timeous submission of the required management reports displaying the information per Chief Directorate or Directorate. The OPSC requires that detail per responsibility be reflected in monthly submitted management reports. The information is to reflect the following per responsibility:
  - i. Air Travel
  - ii. Accommodation
  - iii. Vehicle Rental/ Car Hire
  - iv. Venue and Services Hire
- 4.2.25 under no circumstances whatsoever, including but not limited to, the non-payment by the OPSC, not withhold any aspect of travel/ conference procurement from the OPSC during the contract period and any extension thereof, unless it validly terminates the contract.
- 4.2.26 in the event of termination or breach of contract, transfer its entire database containing up to date information in respect of this contract, in an electronic format, within twenty four (24) hours of such termination or breach, to the OPSC. The cost of such transfer of information will be for the account of the travel agent.
- 4.2.27 Ensure confidentiality in respect of all travel, accommodation and vehicle rental/ car hire arrangements concerning all persons.

## **5. MANAGEMENT REPORTS**

The travel agent will be required to provide reports on the travel spend for the OPSC, highlighting expenditure and travel patterns as well as operational information that

would assist with the management of travel procurement and the contract. The **Executive Report** would include information at a high level and describe what action should be taken by the OPSC to improve travel procurement. The **Detailed Report** will, in addition to the information requested elsewhere in this document, include information described in the sub-paragraphs below. The reports must be provided to the Department by the eighth (8<sup>th</sup>) working day of each month for the duration of the contract.

## **5.1 Information in respect of air travel**

5.1.1 Date of travel.

5.1.2 Passenger's particulars (name, surname, designation).

5.1.3 The airline utilised.

5.1.4 Cost relating to airport taxes.

5.1.5 Cost of air travel.

5.1.6 Amount saved in relation to the published fare and/ or discounted prices offered on the Corporate Agreement with SAA.

5.1.7 Percentage saving in relation to the published fare and/ or discounted prices offered on the Corporate Agreement with SAA.

5.1.8 Total amount spent per airline used for the specific month.

5.1.9 Total amount spent for the specific month.

5.1.10 Total amount saved for the specific month.

5.1.11 Total accumulative amount spent per airline used for the specific year.

5.1.12 Total accumulative amount saved for the specific year.

5.1.13 Total percentage of savings for the specific year.

5.1.14 All airline tickets cancelled and refunded to the OPSC for the month and an accumulative total for the year.

5.1.15 All airline tickets booked but not used as a total for the month and an accumulative total for the year.

5.1.16 All airline tickets previously booked and not used that are allocated during the month to the extent that they are valid and not transferable.

5.1.17 All after hours bookings for the month.

## **5.2 Information in respect of accommodation and conference facilities/ venues**

5.2.1 The date/s on which the service was provided.

5.2.2 The traveller's particulars (name, surname, designation).



- 5.2.3 The name of the establishment, type of establishment (e.g. hotel, guesthouse), province, BEE ownership.
- 5.2.4 The service provided.
- 5.2.5 The cost of the service provided.
- 5.2.6 The amount saved in relation to the most expensive tariff relating to similar services.
- 5.2.7 The percentage saving in relation to the most expensive tariff relating to similar service.
- 5.2.8 Total amount spent per service provided for the specific month.
- 5.2.9 Total amount spent for the specific month.
- 5.2.10 Total amount saved for the specific month.
- 5.2.11 Total accumulative amount spent per service provided for the specific year.
- 5.2.12 Total accumulative amount saved for the specific year.
- 5.2.13 Total percentage of saving for the specific year.
- 5.2.14 All accommodation/ conference facilities booked but not used as a total for the month and an accumulative total for the year.

### **5.3 Information in respect of car hire and shuttle/ chauffeur services**

- 5.3.1 The date/s on which the service was provided.
- 5.3.2 The traveller's particulars (name, surname, designation).
- 5.3.3 The name of the establishment, type of establishment (e.g. hotel, guesthouse), province, BEE ownership.
- 5.3.4 The service provided.
- 5.3.5 The cost of the service provided.
- 5.3.6 The amount saved in relation to the most expensive tariff relating to similar services.
- 5.3.7 The percentage saving in relation to the most expensive tariff relating to similar service.
- 5.3.8 Total amount spent per service provided for the specific month.
- 5.3.9 Total amount spent for the specific month.
- 5.3.10 Total amount saved for the specific month.
- 5.3.11 Total accumulative amount spent per service provided for the specific year.

5.2.12 Total accumulative amount saved for the specific year.

5.2.13 Total percentage of saving for the specific year.

5.2.14 All accommodation/ conference facilities booked but not used as a total for the month and an accumulative total for the year.

#### **5.4 Exception Reports**

5.4.1 No shows where accommodation has been booked and not used or cancelled timeously by the traveller.

5.4.2 Conference facilities that are booked and not used.

5.4.3 Air tickets booked and not used and a refund cannot be passed.

5.4.4 Open or flagged invoices due to outstanding documents.

### **6. MEETINGS AND SKILLS DEVELOPMENT**

6.1 The travel agent will be required to hold monthly management meetings with senior officials within the Office of the Chief Financial Officer.

6.2 The travel agent will be required to train new employees in the OPSC on the travel procedures and systems once every two (2) months for the duration of the contract.

### **7. PAYMENT**

#### **7.1 INVOICES**

The travel agent will submit the invoices together with the Trip Authorisation Form and its supporting documents on a weekly basis on a day to be agreed upon. The invoice must reflect the following minimum basic information

### **4 SPECIAL CONDITIONS**

#### **6.1 Service providers in Main Centres:**

Only bids of recognized service providers represented in main centers and members of IATA and ASATA, will be accepted. Main centers are deemed to be cities, towns and/or places to and from where scheduled flights are undertaken by South African registered airline companies. These conditions are also applicable to international flights, but include all airline companies worldwide that render flights to and from South Africa.

#### **6.2 Documentary Proof:**

Documentary proof of tariffs shall be submitted by the service provider to the OPSC. Copies of supplier invoices (Copies of supplier invoices, including all supporting documentation (e.g. restaurant bills, parking receipts, etc.) should be attached to the invoices.

### 6.3 Supporting Services:

Supporting services available, for example, renewal of passports, obtaining of visas and travel cheques, conference arrangements, receptions, etc., must not be taken into consideration upon determination of discounts. Bidders may show separately which supporting services are available and on which reimbursement basis.

### 6.4 Domestic and International Services:

Separate prices/discounts for domestic and international services should be furnished.

### 6.5 New Business Partners

In the event that the service provider forms a new business relationship with any new airline company, hotel group, or vehicle rental/ car hire agency, or other service provider it may recommend to the OPSC that such company be used to render a service to the OPSC. The OPSC will consider such recommendation, and if in agreement, formally amend the Service Level Agreement (SLA) in writing to include the recommended company.

### 6.6 Amendments to the Service Level Agreement (SLA)

Any amendments to the SLA between the service provider and the OPSC shall be reduced to writing.

## 5 BID EVALUATION

### 7.1 Evaluation Process

The evaluation of bids will be done in accordance with the process, which was approved by National Treasury.

### 7.2 Weighting Factor:

The OPSC has determined the weight of each criteria, which will ensure that the more important aspects will gain the most points. See Paragraph 18.

## 6 GENERAL INFORMATION

**Any alterations to the bid document must be signed in full by the bidder or his authorised signatory. An accompanying letter from the bidder on their official letterhead which indicates such alterations must be attached to such amendments. Failure to comply with this will disqualify the bid. No tippex is allowed in the bid document.**

8.1 The successful bidder will enter into a formal contract and service level agreement with the OPSC.

8.2 These terms of reference outline the requirements for the provision of travel, accommodation, venues and services hire arrangements to be rendered to the

OPSC.

- 8.3 Air travel expenditure includes all domestic, regional and international business trips.
- 8.4 The Travel Policy of the OPSC will be provided to bidders in order to familiarise themselves with it. The successful service provider shall adhere to the requirements of the Policy.
- 8.5 The OPSC reserves the right to make use of any other service provider should the appointed service provider fail to fulfill its contractual obligations for any reason, at any time, during the contract period. The OPSC's use of another service provider will in terms of this SLA be deemed not to be a breach of contract, and the appointed service provider explicitly agrees to this term.
- 8.6 In the event of a failure to fulfill its contractual obligations by the appointed service provider, the OPSC may consider pursuing recourse to remedy such failure. Such recourse will be explicated in the SLA.
- 8.7 The prospective service provider will be required to meet the critical criteria as detailed in Paragraph 9 of this document otherwise their proposal will not be considered for further evaluation.
- 8.8 The OPSC reserves the right to contact the companies provided as references by bidders in Paragraph 15 of this document. Referees will be requested to provide their experience on the services rendered in terms of the following:
- a) Management capabilities
  - b) Accuracy of administrative procedures
  - c) Efficiency of booking procedures
  - d) Customer's services (i.e. quality of services) after hours services
  - e) Handling of changes and cancellation(s)
  - f) Any other aspect of service delivery the OPSC may deem important.
- 8.9 Only the top three (3) service providers' referees will be contacted.
- 8.10 Bidders must attach to the proposals the following Annexures:
- Annexure 1A: Valid International Air Transport Association (IATA) License
  - Annexure 1B: Valid Association of South African Service provider (ASATA) License
  - Annexure 2: Branch list (office details)
  - Annexure 3: Emergency Service Delivery
  - Annexure 4: List of preferred suppliers
  - Annexure 5: Procedures relating to cancellation of transactions, unused tickets, no-shows

- Annexure 6: Assistance offered at the airport (when necessary)
- Annexure 7: After-hours service delivery
- Annexure 8: Cost savings and benchmarking
- Annexure 9: Complaint handling procedure
- Annexure 10: Quality control and processes
- Annexure 11: Example of invoices generated
- Annexure 12: Refund process
- Annexure 13: Security measures
- Annexure 14: Account management
- Annexure 15: Examples of management reports
- Annexure 16: Service fees
- Annexure 17: Action plan – changes in supplier commissions
- Annexure 18: Audited Financial Statements

## 7 CRITICAL CRITERIA

**PLEASE ANSWER YES/NO TO THE QUESTIONS LISTED BELOW BY PLACING A MARK IN THE RELEVANT BOX.**

**ONLY PROVIDE ADDITIONAL INFORMATION WHEN SPECIFICALLY REQUESTED TO DO SO. ALL SUCH ADDITIONAL INFORMATION MUST BE ATTACHED AS ANNEXURES AND NUMBERED AS INDICATED.**

- 9.1 Critical criteria must be met. If bidders do not meet the criteria, their documents will not be considered for further evaluation.
- 9.2 The successful bidder must have an International Travel Agency (IATA) License and Association of Southern African Travel Agents (ASATA) License and must have the capability to issue air tickets on their premises. A certified copy of the valid license must be attached as Annexure 1 A and B.

9.2.1	Do you have an IATA license?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.2.2	Do you have an ASATA license?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.2.3	Are certified copies of the above attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.2.4	Are you able to issue airline tickets on your premises?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- 9.3 Branch or office network

9.3.1	Do you have an existing branch/office in Pretoria?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.3.2	Do you have existing branches/offices nationwide?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Attach a detailed branch/office list, including physical addresses, telephone and fax numbers as Annexure 2.

#### 9.4 Twenty-four hour service and seven days a week

9.4.1	Are you able to offer 24-7 (and 365 days) service to the OPSC?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.4.2	Are you able to allocate a full time consultant dealing with the OPSC only?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.4.3	Are you able to allocate an after-hour emergency contact number?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.4.4	Are you able to allocate an emergency contact person?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### 8 REQUIREMENTS FOR SERVICE DELIVERY

**PLEASE ANSWER YES/NO TO THE QUESTIONS LISTED BELOW BY PLACING A MARK IN THE RELEVANT TICK BOX.**

**ONLY PROVIDE ADDITIONAL INFORMATION WHEN SPECIFICALLY REQUESTED TO DO SO. ALL SUCH ADDITIONAL INFORMATION MUST BE ATTACHED AS ANNEXURES AND NUMBERED AS INDICATED.**

- 10.1 No travel documentation may be released prior to receipt of correctly completed and authorised travel authorization forms. The OPSC will not be liable for any costs incurred by the travel agency when correct authorisation procedures are not adhered to.

10.1.1	Do you acknowledge that you will be liable for the payment of any unauthorised bookings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 10.2 All reservations should be completed and confirmed within the mutually agreed timeframes. On occasion reservations may need to be completed with urgency and immediacy.

10.2.1	Do you agree to complete all bookings in terms of the agreed time frames	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 10.3 Written confirmation of the reservations details should be provided to the traveller immediately after the reservation has been made.

10.3.1	Do you commit to provide immediate written confirmation of all reservations via e-mail or sms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.3.2	Do you commit to provide quotations for the OPSC prior to rendering service via e-mail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

10.4 The OPSC is aware that most travel agencies have preferred suppliers.

10.4.1 Please list all preferred partners in Annexure 4 and indicate if your relationship with these suppliers will add value to the OPSC.

10.5 The appointed service provider must be able to arrange the following:

- Domestic, regional and international air tickets with any of the available airline companies
- All types of graded accommodation and conference facilities (including venue and services hire)
- Car rental
- Shuttles
- Hotels, Lodges, Guest Houses and Bed and Breakfast accommodation

Please indicate if you can provide the following services:

10.5.1	Book domestic, regional and international air tickets?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.5.2	Are you able to make reservations with graded hotels, lodges, guest houses and Bed and Breakfast establishments?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.5.3	Are you able to make car rental and shuttle reservations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.5.4	Are you able to make conference venue and services arrangements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

10.6 Due to the nature of the business operations in the OPSC, changes and cancellations often occur. Please attach your response as Annexure 5.

10.6.1 How do you handle changes made after tickets and other travel accommodation has been issued?

10.6.2 What procedures do you follow with unused and lost tickets?

10.6.3 Do you have a procedure in place to handle no-shows for flights, car rental, accommodation, conference and shuttle reservations?

10.6.4 Will you be able to provide the OPSC with monthly reports for no-shows and cancellations?

10.7 The OPSC often need assistance at the airport in relation to the following as examples, the changing of tickets, availability of rental cars, etc.

Please indicate what assistance you are able to offer. Attach your response as Annexure 6.

10.8 Tickets and travel documentation should be communicated to the traveler.

10.8.1	Do you commit to email, sms vouchers to the traveler as soon as confirmation is done?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.8.2	Do you commit to deliver travel documentation when required to the traveller?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please provide additional information on your ability to deliver requested documentation. Attach your response as Annexure 7.

10.9 Cost savings are important to the OPSC

10.9.1	Can you assist the OPSC in its endeavor to achieve cost saving targets?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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10.9.2 Please explain your approach to cost savings and benchmarking. Attach your response as Annexure 8.

10.10 The OPSC requires the successful service provider to handle complaints immediately and in a professional manner.

10.10.1	Do you have a formal complaints handling procedure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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10.10.2 Please provide details in relation to the above. Attach your response as Annexure 9.

10.11 How do you ensure quality control in the booking process? Explain both automated and manual process. Attach as Annexure 10.

## 9 ACCOUNTING PROCEDURES

11.1 Copies of travel forms should be attached to all invoices sent to the OPSC for payment processing. Order numbers should be reflected on the service provider's invoice.

11.1.1	Do you commit to attaching a copy of the relevant travel form to each invoice?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 11.2 Copies of supplier invoices, including all supporting documentation (e.g. restaurant bills, parking receipts, etc.) should be attached to the invoices.

11.2.1	Do you ensure that all supplier invoices and documents will be attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 11.3 All invoices should contain as much detail as possible. Please indicate whether your invoices will reflect the following:

11.3.1	The name of the individual traveller	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3.2	The date on which the service was utilised	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3.3	Invoice number	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3.4	Total cost of the service provided	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3.5	VAT breakdown	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3.6	Details of the service provided, for example routing and ticket number, bed and breakfast, one-day car rental, etc.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3.7	The OPSC order number	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- 11.3.8 Attach a copy of your invoice as Annexure 11.

- 11.4 All travel transactions should be charged to the OPSC's account

11.4.1	Do you commit to processing air tickets at your own expense and invoice the OPSC for re-imbursement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 11.4.2 All accommodation and conference bookings should be charged to the OPSC's account.

11.4.2.1	Do you commit to processing accommodation and conference bookings at your own expense and invoice the OPSC for re-imbursement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 11.5 The reconciliation of the expenditure accounts is important to the OPSC. In order to avoid fruitless expenditure and interest payments, the support of the travel agency is crucial.

11.5.1	Do you commit to reconcile your invoices on a weekly interim statement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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11.5.2	Do you commit to deliver the weekly reconciliation, including all supporting invoices, to the OPSC on each Monday of the following week?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.5.3	Are you prepared to assist with the resolution of queries resulting from transactions charged to the OPSC?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- 11.6 Invoices received without the attached order form and supporting documentation will not be paid until such supporting documentation has been provided. The service provider will be held liable for any interest incurred due to incomplete, incorrect and late delivery of invoices.

11.6.1	Do you accept that you will be responsible for any interest incurred due to incomplete, incorrect and late delivery of invoices?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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- 11.7 Provide details of your refund handling process. Attach as Annexure 12.
- 11.8 What security measures are in place to prevent financial/ security risks, irregularities, corruption or fraud? Attach as Annexure 13.

## 12 ACCOUNT MANAGEMENT

- 12.1 The OPSC will require the successful service provider to provide an Account Management Service and submit the respective reports.

12.1.1	Will you be able to offer an Account Management Service and be able to provide the respective reports as required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.1.2	Can you assist with supplier negotiations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- 12.1.3 Provide details of what you are able to offer. Attach as Annexure 14.

## 13 MANAGEMENT REPORTING

- 13.1 The OPSC will require monthly reporting on its travel expenditure.

13.1.1	Can you provide Management Reports on a monthly basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.1.2	Will the reports be available electronically and manually?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.1.3	Will the reports include "details per passenger" information?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.1.4	Will the report show total monthly expenditure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

13.1.5	Are you willing to cooperate with an investigation to be instituted by the OPSC in the case where some irregularities, fraud or corruption is detected or alleged to have occurred? This will also include in the case of abuse of state resources being reported in relation to the services rendered.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--------	---	------------------------------	-----------------------------

13.2 Provide examples of all available reports. Include as Annexure 15.

#### 14 PRICING

14.1 Please note that the OPSC wishes to enter into a Management or Transaction Fee agreement with the successful service provider that must be fixed for the entire duration of the contract.

14.2 Please indicate what service fees will be applicable by completing Annexure 16.

14.3 Indicate what the implications will be for the OPSC if changes are made to the structure of commissions paid by suppliers to travel agencies. Attach as Annexure 17.

#### 15 REFERENCES

15.1 Please provide details of three (3) clients where services of a similar size are rendered and where the business was gained in the last twelve (12) months by means of a bid process.

	Client 1	Client 2	Client 3
Client Name:			
Contact Person:			
Designation:			
Contact Number:			
Total value of the contract			

15.2 Please provide details of three (3) clients that you have lost in the last four (4) years.

	Client 1	Client 2	Client 3
Client Name:			
Contact Person:			

Designation:			
Contact Number			
Total value of the contract			

## 16 SERVICE FEES (ANNEXURE 16)

**List service fees in South African Rand inclusive of VAT (the underneath must be completed)**

SERVICE PROVIDED	FEE / COST PER TRANSACTION	COMMENT
<b>RESERVATIONS</b>		
Reservation of domestic air ticket		
Reservation of regional air ticket		
Reservation of international air ticket		
Reservation of low cost carrier tickets – not in Central Reservation System		
Reservation of guest house/ inns/ beds and breakfast – not done through Central Reservation System		
Reservation of rental car		
Reservation of shuttle service		
Conference bookings		
Airport Parking		
Voyager tickets		
Discounted tickets		
After-hour reservation		
<b>DOCUMENT DELIVERY</b>		
Delivery of travel documentation – during office hours (where applicable)		

Delivery of travel documentation – after-hours (where applicable)		
<b>CANCELLATIONS</b>		
Cancellation of air tickets		
Late cancellation of tickets		
Cancellation of car rental bookings		
Cancellation of hotel bookings		
Cancellation of shuttle service		
Cancellation of conference bookings		
Changes to booking before departure		
No-show charge		
Refunds		
<b>ACCOUNTS</b>		
Reconciliation of Expenditure accounts/ Statements		
Attaching of order forms to invoices		
<b>VALUE ADDED SERVICES</b>		
Ordering of Foreign Exchange		
Monthly Reports		
Ad-hoc Reports		
Account Management		
After Hours Service		
<b>OTHER</b>		
<b>TOTAL</b>		

**THE TOTAL SERVICE FEES WILL BE ADDED TOGETHER IN ORDER TO**

## EVALUATE POINTS FOR PRICE

**BIDDERS ARE REQUIRED TO QUOTE FIXED SERVICE FEES FOR THE ENTIRE DURATION OF THE CONTRACT PERIOD**

Are the aforementioned service fees fixed for the amount of the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

**IF SERVICE FEES ARE NOT FIXED, PROVIDE DETAILS.**

### **17 BID EVALUATION**

A Bid Evaluation Committee will be established by the OPSC comprising of representatives of the OPSC. The committee will evaluate all bids received by the deadline, according to the criteria indicated hereunder. It will make a recommendation to the OPSC's Bid Adjudication Committee for appointment of the preferred bidder.

Any bidder, which fails to submit any element of the Bid Submission Requirements, may, at the discretion of the Evaluation Panel, be rejected as unsuitable for evaluation and will therefore not be further considered.

The decision of the OPSC Bid Adjudication Committee is final.

### **18 EVALUATION CRITERIA**

Bidders must motivate what experience and expertise they have in delivering professional expertise in the travelling and accommodation field.

Bidders must state who will manage, mentor and work on this project should they be awarded the bid and provide CVs of these people in order to determine their experience and expertise with such projects.

The bid will be evaluated on the basis of functionality as follows:

## **PHASE 1: ADMINISTRATIVE (MANDATORY) COMPLIANCE**

All bids will be evaluated to determine compliance with requirements and conditions of the bid documents and Terms of Reference. Bidders not complying with the requirements/ conditions of the bid documents and Terms of Reference will be eliminated from the evaluation process and therefore will not be short listed.

ASPECTS	DESCRIPTION
Administrative and Technical Compliance	<ol style="list-style-type: none"><li>1. A valid original Tax Clearance Certificate.</li><li>2. B-BBEE Status Level Certificate (Certified Copy, if available).</li><li>3. CIPC/ CK Certificate (Certified Copy).</li><li>4. Copy of shareholders identity documents (where applicable).</li><li>5. Original signed SBD Forms.</li><li>6. Proof of Financial Good Standing.</li><li>7. Submission of Certified Financial Statements for the past three years.</li><li>8. Proof of registration with IATA and ASATA.</li><li>9. Provision of in-house and support staff (consultants).</li></ol>

## **Phase 2: Awarding of points on functionality to short listed Service Providers**

Short listed Service Providers will be evaluated on the following evaluation criteria, weights and values:

CRITERIA			WEIGHTS
1.	<b>Experience of the prospective bidder with detailed references</b>		<b>30</b>
1.1	Experience of company	Experience in the field of travel, accommodation arrangements, etc. (indicate the number of years)	10
	(a)	More than 10 ~ 5 = Excellent years	
	(b)	8-10 years ~ 4 = Very Good	
	(c)	5- 7 years ~ 3 = Good	
	(d)	3-4 years ~ 2 = Average	
	(e)	1-2 years ~ 1 = Poor	
5.1	Affiliations/ membership of IATA and ASATA	Is the bidder a member of both organisations?	10
5.2	Current Client Base	Provide contactable references (names and contact person) of major clients (minimum of five (5) references)	5
	(a)	5 and more ~ 5 = Excellent references	

	(b)	4 references ~ 4 = Very Good	
	(c)	3 references ~ 3 = Good	
	(d)	2 references ~ 2 = Average	
	(e)	1 reference ~ 1 = Poor	
5.4	Competency of management and staff (in-house and support staff/ consultants)	Provide the management structure, directors CV's and abridged CV's of individuals to be operationally involved (three (3) to five (5) years' experience)	5
	(a)	5 years and more ~ 5 = Excellent	
	(b)	4 years ~ 4 = Very Good	
	(c)	3 years ~ 3 = Good	
	(4)	2 years ~ 2 = Average	
	(e)	1 year ~ 1 = Poor	
<b>2.</b>	<b>Technical Approach</b>		<b>60</b>
2.1	Comprehensive services	In what way are you able to provide a comprehensive air travel, car rental, accommodation and procurement of venue hire services to demonstrate in-depth knowledge of the industry (e.g. travel options, cost savings value-add services, product knowledge)?	20
2.3	Capability	Capability of providing the following services: <ul style="list-style-type: none"> <li>• software</li> <li>• accounts keeping</li> <li>• relationships with suppliers including domestic, regional and international agents</li> </ul>	20
2.4	Capacity	In what way are personnel available to operate an in-house office at the OPSC (National Office) from 08:30 to 13:30 two (2) days per week	5
2.5	24/7 Availability	Are personnel available for 24 hours/ 7 days per week? Please indicate at least three (3) method/s of communication.	5
2.6	Reconciliation of Account	In which manner will the account be reconciled? Please indicate approach	5
2.7	Security Measures	What security measures are in place to prevent financial/security irregularities? Please indicate.	5
<b>3.</b>	<b>FINANCIAL STATUS (TURNOVER)</b>		<b>10</b>
	(a)	>10Million ~ 5 = Excellent	10
	(b)	>5Million<10Million ~ 4 = Very Good	
	(c)	>3Million>5Million ~ 3 = Good	
	(d)	>1Million<3Million ~ 2 = Average	



(e)	>1Million	~ 1 = Poor	
<b>TOTAL</b>			<b>100</b>

**VALUES RANGING FROM 1 BEING POOR, 2 BEING AVERAGE, 3 BEING GOOD, 4 BEING VERY GOOD AND 5 THAT ARE EXCELLENT WILL APPLY.**

Points will be awarded per individual evaluation committee member, after which average points will be calculated.

The service provider must score at least an average of 70 points for functionality to qualify for further evaluation.

### **Phase 3: Evaluation in terms of 90/10 preference point system**

Only service providers that have obtained the minimum average points for functionality will be evaluated in terms of the 90/10 preference point system.

A 90/10 principle in terms of the new Preferential Procurement Framework Act of 2000 (PPPFA) Regulations which came into effect on 7 December 2011 shall apply in this bid, the highest acceptable bid will score 90 points and the 10 remaining points for as per the respective B-BBEE status level of contributor.

<b>B-BBEE Status Level on Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

After the evaluation process is completed, the Sub-Bid Committee (SBC) will, prior to making a final selection, draw up a shortlist of three (3) participants and require them to make a detailed presentation to the SBC. A minimum of 2 days' notice will be given to relevant participants in advance of the presentation date.

The OPSC reserves the right to conduct a site visit to an existing operation of the short listed or preferred Service Provider/s as part of the evaluation. The purpose of the site visit will be to verify the personnel and infrastructure (building and IT systems) of the prospective Service Provider/s in the bid document.

The bid will be awarded to the bidder that scored in total the highest point. Should the bidder with the highest number of points however have a bad track record or any fact exists which reflects negatively on the bidder, the panel will consider the awarding of the contract to the offer receiving the second highest number of points.

## CHECKLIST

### Standardised Bidding Documents (SBD)

SBD 1	Completed and Signed	*Yes/No
SBD 2	Valid and <u>original</u> Tax Clearance Certificate	*Yes/No
SBD 3.3	Signed	*Yes/No
SBD 4	Completed and Signed	*Yes/No
SBD 6.1	Completed and Signed	*Yes/No
SBD 8	Completed and Signed	*Yes/No
SBD 9	Completed and Signed	*Yes/No

### SPECIAL CONDITIONS

#### 1. Registration documents

Did you provide a certified copy of your company registration documents? \*Yes/No

#### 2. Company Profile, Financial Information and BEE Shareholding Portfolio

Have you included the company profile? \*Yes/No

Have you included the BEE Shareholding portfolio? \*Yes/No

#### 3. Management and Contact details

Did you submit the details as mentioned in paragraph 8 of the General Conditions? \*Yes/No

#### 4. Client Base

Do you have experience in the provision of the service for a minimum period of 2 years? \*Yes/No

(Please include the names of three companies. tel. no's, cell no's, physical address and duration of contracts with individual clients. Including start and end dates as well as reference letters)

#### 5. Copies

Did you submit five (5) copies of the bid document? \*Yes/No

# **BIDDER INFORMATION**

1. Name of company: \_\_\_\_\_
2. Company registration no.: \_\_\_\_\_
3. Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Postal Address: \_\_\_\_\_  
\_\_\_\_\_
5. Contact person: Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
e-Mail address: \_\_\_\_\_

6. Names of Directors of the company:

Name	Designation

In case of a consortium/joint venture, full details on consortium/joint venture members:

Entity name	VAT registration number	Tax Clearance Certificate submitted	YES/NO
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES/NO
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES/NO

Name of contracting entity in case of a consortium/joint venture

Entity name:

Postal

address:

Street

address:



## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **OPSC 001/15**

CLOSING DATE: **13 MARCH 2015**

CLOSING TIME: **11:00**

**DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER IN RESPECT OF TRAVEL, ACCOMMODATION, VENUE AND SERVICES HIRE FOR THE OFFICE OF THE PUBLIC SERVICE COMMISSION (THREE (3) YEAR PERIOD)**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

**BID DOCUMENTS MAY BE POSTED TO: The Director General, Office of the Public Service Commission, Private Bag X 121, Pretoria, 0001**

OR

**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Reception, Commission House Building, Cnr Hamilton and Ziervogel Street, Arcadia**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE ..... NUMBER.....
E-MAIL ADDRESS	.....
VAT REGISTRATION NUMBER	.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐  
 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐  
 A REGISTERED AUDITOR .....☐  
 [TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?  
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

---

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Office of the Public Service Commission

Contact Person: Mr Sbonga Chonco

Tel: 012 352 1109

E-mail address: SbongaC@opsc.gov.za

## 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](http://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](http://www.sars.gov.za).





TAX CLEARANCE

TCC 001

**Application for a Tax Clearance Certificate****Purpose**

Select the applicable option

Tenders ☐Good standing ☐

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


**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no						Fax no					
E-mail address											
Physical address											
Postal address											

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no						Fax no					
E-mail address											
Physical address											

[illegible]

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

If "YES" provide details

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

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

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

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.: OPSC 001/15

CLOSING TIME 11:00

CLOSING DATE: 13 MARCH 2015

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)
------------	-------------	---

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 –

Department: Office of the Public Service Commission

Contact Person: Mr. Sbonga Chonco

Tel: 012 352 1109

E-mail address: SbongaC@opsc.gov.za

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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 attached proof of such authority to the bid document? YES / NO

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

[illegible]

**YES/NO**

[illegible]

**YES/NO**

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

[illegible]

**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 IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011



## 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 R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....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:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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 **"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:

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

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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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:		

**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**

Js365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js914w 2

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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



RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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



may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)