INVITATION TO BID

BID REFERENCE NUMBER: E 1309

APPOINTMENT OF THE SERVICE PROVIDER TO AUTOMATE THE TRAVEL MANAGEMENT AND PAYMENT PROCESSES FOR THE DEA FOR A PERIOD OF TWO YEARS WITH AN OPTION TO EXTEND FOR ANOTHER YEAR.

TECHNICAL ENQUIRIES

NAME: AYANDA NODADA

TELEPHONE: 012 399 8564

EMAIL: anodada@environmental.gov.za

COMPULSORY BRIEFING

VENUE: 473 Steve Biko road (corner Soutpansberg Road), Arcadia, ext 6, Pretoria. Report to reception.

DATE: 11 JUNE 2015

TIME: 11H00
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID: E 1309 CLOSING DATE: 19-06-2015 CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF THE SERVICE PROVIDER TO AUTOMATE THE TRAVEL MANAGEMENT AND PAYMENT PROCESSES FOR THE DEA FOR A PERIOD OF TWO YEARS WITH AN OPTION TO EXTEND FOR ANOTHER YEAR.

BID DOCUMENTS MAY BE POSTED TO:
Director- General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Environmental House, 473 Steve Biko, Arcadia 6, Arcadia, corner Soutpansberg and Steve Biko Road, Tshwane/Pretoria. Please enquire at reception.

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 from 07h30 to 16h30 week days.

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

NB: TWO BID PROPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

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? YES or NO

[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: Environmental Affairs

Contact Person: Samuel Mofokeng / Jonas Nkitseng / Tshepo Matheane
Tel : (012) 399 9057 / (012) 399 9056 or (012) 399 9055, Email: smofokeng@environmental.gov.za, jknitseng@envirnmental.gov.za or tmatheane@environmental.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Name: Ayanda Nodada
Office Telephone No: 012-399 8564
E-mail: anodada@environment.gov.za
It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
NAME OF BIDDER: ………………………………………………………………………………………………BID NO: E 1309
CLOSING TIME 11:00
CLOSING DATE: 19-06-2015

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

DESCRIPTION: APPOINTMENT OF THE SERVICE PROVIDER TO AUTOMATE THE TRAVEL MANAGEMENT AND PAYMENT PROCESSES FOR THE DEA FOR A PERIOD OF TWO YEARS WITH AN OPTION TO EXTEND FOR ANOTHER YEAR.

**(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.

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

4. PERSON AND POSITION

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>Phases</th>
<th>Cost Per Phase</th>
<th>Man-Days</th>
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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.

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<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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TOTAL: R………………………………………………….
** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**

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.

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<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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</table>

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 of Environmental Affairs

**Contact Person:** Contact Person: Samuel Mofokeng / Jonas Nkitseng / Tshepo Matheane

Tel:  (012) 399 9057 (012) 399 9056 or (012) 399 9055, Email: smofokeng@environmental.gov.za, jknitseng@environmental.gov.za or tmatheane@environmental.gov.za

Or for technical information –

Name: Ayanda Nodada

Office Telephone No: 012 399 8569

E-mail: anodada@environment.gov.za
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder²): ...........................................

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.

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ............................................
Name of state institution at which you or the person connected to the bidder is employed: ............................................
Position occupied in the state institution: ............................................

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

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

2.7.2.1 If yes, did you 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
2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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</table>
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
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<table>
<thead>
<tr>
<th>Bid number</th>
<th>Closing date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of bidder</td>
<td></td>
</tr>
<tr>
<td>Postal address</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Name (in print)</td>
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<tr>
<td>Date</td>
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</tbody>
</table>
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 90/10 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:

<table>
<thead>
<tr>
<th>POINTS</th>
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<tbody>
<tr>
<td><strong>PRICE</strong></td>
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<tr>
<td>90 ............</td>
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<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
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<tr>
<td>10 ............</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

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

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “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:

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where:

- \(P_s\) = Points scored for comparative price of bid under consideration
- \(P_t\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
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<td>2</td>
<td>9</td>
<td>18</td>
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<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
</tbody>
</table>
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-BBEE 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
4.4.1 If so, furnish particulars:

SBD 8

CERTIFICATION

I, the undersigned (full name)………………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

………………………………………...   …………………………..
Signature        Date

……………………………………….   …………………………..
Position        Name of Bidder

Js365bW
1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:
________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:
______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of: __________________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - (a) prices;
   - (b) geographical area where product or service will be rendered (market allocation);
   - (c) methods, factors or formulas used to calculate prices;
   - (d) the intention or decision to submit or not to submit a bid;
   - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

...................................................... ......................................................
Signature                                      Date

...................................................... ......................................................
Position                                      Name of Bidder

Js914w 2

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE SERVICE PROVIDER TO AUTOMATE THE TRAVEL MANAGEMENT AND PAYMENT PROCESSES FOR THE DEA FOR A PERIOD OF TWO YEARS WITH AN OPTION TO EXTEND FOR ANOTHER YEAR.
# TABLE OF CONTENTS

1. Purpose  
2. Introduction and Background  
3. Objectives of the proposal  
4. Scope and extend of work  
5. Expected deliverables/outcomes  
6. Period/Duration of project/assignment  
7. Costing/Comprehensive budget  
8. Mandatory requirements  
9. Special conditions of contract  
10. Payment terms  
11. Technical enquiries  
12. Evaluation criteria
1. PURPOSE

To appoint a service provider to automate the travel management and payment processes for the DEA for a period of two years with an option to extend for another year.

2. INTRODUCTION AND BACKGROUND

The Department would like to embark on an online travel booking and payment system which shall entail the following:

2.1 The travel booker (office administrator) shall be able to obtain quotations directly from service providers via the online system.

2.2 Approval for the requested travel booking shall be obtained online from the relevant managers concerned. The normal route of having to complete forms and wait for the manager to sign shall be eliminated. Managers can approve travel from wherever they are.

2.3 Once approval is granted, flights are paid directly by the system and flight tickets are immediately issued. Car hire, hotel accommodation and shuttles are paid online after the receipt of the invoice.

2.4 Missed savings for a particular travel request shall be flagged by the system, especially when travellers have to deviate from the policy.

2.5 Managers shall be able to identify missed savings prior to approval and may request reasons for such a particular deviation.

2.6 A full audit trail of travel costs per directorate shall be obtained via the system.

3. OBJECTIVES

A suitable service provider is required to provide a, managed “online travel and payment solution” for local travel. The solution shall meet Government’s need for cost
savings and automation of DEA’s travel environment. The system shall be able to extend the service to international travel if requested.

4. SCOPE AND EXTENT OF WORK

4.1 DEA requires an Online automated Booking and Payment system that shall be able to do the following:

- The system shall enable DEA officials to make and manage their own travel requirements online.
- The system shall be available 24 hours.
- Managers shall be able to approve or reject travel bookings from anywhere via a secure approval system. The system shall generate required reports. The system shall allow for online payments.
- The appointed service provider shall be able to deliver the fully automated online booking and payment system within two months from the date of appointment.
- The service provider shall reserve a provisional booking and associated costs for at least 6 hours to enable the DEA approval processes.
- The travel booker (office administrator) shall be able to obtain quotations directly from service providers via the online system.
- Once approval is granted, flights are paid directly by the system and flight tickets are immediately issued. Car hire, hotel accommodation and shuttles are paid online after the receipt of the invoice.
- Missed savings for a particular travel request shall be flagged immediately by the system, especially when travellers have to deviate from the policy.
- Managers shall be able to identify missed savings prior to approval and may request reasons for such a particular deviation.
- A full audit trail of travel costs per directorate shall be obtained via the system.
- DEA Transport and Travel Policy shall be built into the system.

4.2 Functionality of the system

4.2.1 The application shall be easy and simple to use.
4.2.2 The system shall be utilised to book flights, road transport and accommodation electronically.

4.2.3 The system shall be able to manage payment for flights, road transport and accommodation.

4.2.4 Predefined users shall be set up to book and authorise travel transactions. The system shall enforce segregation of duties.

4.2.5 Workflow approval platform shall be set up according to the department’s requirements.

4.2.6 The system shall deliver travel documentation electronically to a travel booker and traveller by means of both sms and email.

4.2.7 A comprehensive library of reports (transactional and behavioural based) shall be available.

4.2.8 The system shall provide for attaching supporting documents per transaction.

4.2.9 The system shall flag and prevent duplicate invoices and bookings.

4.2.10 Reference number shall be provided for each transaction.

4.2.11 The system shall be accessible from anywhere.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1 Operational

5.1.1 To provide DEA and its travel users with an easy to use, paperless procurement system for online travel,

5.1.2 Request and pre-authorisation: shall allow bookers to complete travel requests, coupled with real-time quotes, in a secure environment, with authorisation that allows authorisers to approve travel in a customisable fashion, according to approved mandates/delegations,

5.1.3 Negotiated vendor rates and deals and all corporate agreements shall be pre-configured and the purpose shall be to book the cheapest in-policy fare of the day. Authorisers shall be warned of out of policy bookings or any trip not booked at the lowest rate, DEA can negotiate directly with vendors.
5.1.4 Search for availability and lowest fares (air, road travel and accommodation) across multiple suppliers (offering both preferred and public rates),

5.1.5 At the time of flight selection, provide the travel booker with details of the flight fare rules e.g. cancelations, changes and minimum stay,

5.1.6 Select the desired real-time quotes for flight, road transport, accommodation and, parking reservations that compliments the request,

5.1.7 Offers as per the above shall be displayed on a single screen, with sortable columns and filters or arranged in price order from the cheapest to the most expensive to allow travel bookers to choose the best option,

5.1.8 Direct integration into main airlines and low cost airlines,

5.1.9 Direct integration into accommodation establishments or an appropriate inventory system:

- Access to content (pictures and descriptions of amenities),
- Pre-negotiated prices must be displayed to the user,
- Real time rates must be displayed to the user,

5.1.10 Direct integration into car hire and shuttle companies,

5.1.11 Select trips based on availability, travel policy, times and prices;

5.1.12 Create a temporary reservation with the supplier/s and a requisition subject to approval based on:

- Travel policy compliance,
- Declined / missed savings, based on selection made,
- Detailed costings against cost centres,

5.1.13 Submit the request with selected quotes to the relevant manager for approval.

5.2. Approval workflow rules to approve requisitions:

- All essential information provided to the authoriser via email and sms,
- Approval workflows and mandates/delegations to be agreed and loaded into the system. Perform all travel arrangements in terms of the rules provided by DEA and
ensure that all bookings are only processed against travel orders as authorized by the DEA,

• All prescribed approvals as required of the system shall be received prior to the issue of any confirmation, ticket or voucher, before departure,

• The system shall flag immediately all late bookings (not processed three (3) days in advance) prior to approval.

• Approval to be authorised via SMS, Email and online applications,

• Once all approvals have been obtained, a unique order number shall be generated,

• Electronic vouchers shall be supplied,

• For every request approved on the system, appropriate itineraries (booking confirmation) shall be generated. Printable itineraries showing complete information on status of reservations on all carriers, road transport and accommodation shall be provided. The traveller shall be made aware of fare restrictions and pre-ticketing.

5.3 Pre-ticket changes

• Ability to make multiple changes to travel requirements prior to the approval of the order.

5.4 Post ticketing changes

• The Service provider/system shall detail ticket change limitations where online post ticketing changes are made. The service provider/system shall provide detailed cost implications on different classes of bookings and costs for changing tickets / bookings after issue.

• If open tickets are unused 3 months prior to expiry, refunds shall be applied for by the service provider. DEA shall be provided with assistance to ensure limited loss as a result of post ticketing changes.

5.5 Booking cancellations

• The system shall support online cancellations (rules for cancellations and no shows shall be communicated to the user prior to departure).
5.6 Electronic fulfilment

- Air – tickets shall be issued via the system.
- Road transport and accommodation vouchers shall be issued via the system according to the payment terms and voucher rules in line with the DEA Transport and Travel policy.
- The service provider shall manage quality control issues and disaster recovery services for all online bookings.

5.7 Manual fulfilment

- All trips initiated outside of the online booking system shall be uploaded into the system within six (6) hours.
- The captured booking shall follow the same approval and business rules workflow as online bookings.
- Data for all bookings shall be included in the reporting tool.

5.8 Payment and streamlining of reconciliation process

5.8.1 The service provider shall:

- Include all fees to be charged in the bid document.
- Settle air transactions prior to ticketing via a linked credit/lodge card.
- Ensure direct settlement to suppliers, matching of payments against card statement based on supporting documentation (receipts, invoices from vendors, etc.) and submission to the travel section, to streamline the reconciliation process.
- Service Provider shall issue the DEA with one/final invoice for accommodation, car rental and/or shuttle service within 30 days of the actual service.
- The Service Provider shall ensure that all the documents (establishments invoice with the DEA authorisation) are submitted with the final invoice per booking.
5.9 **Reporting**

- Real-time reporting and reconciliation of travel spend shall be offered. The reports shall be utilised to proactively advise management and assist in the reduction of respective travel expenditure.

- Comprehensive reports (standard and dynamic) shall be updated daily and be available on-line to managers;

- **The following reports shall be submitted monthly to the travel section:**
  
  (a) Declined / missed saving opportunities,
  
  (b) Traveller behaviour with regard to advanced bookings and last-minute bookings,
  
  (c) Payments made and outstanding monies,
  
  (d) Flagging of costs incurred due to cancellations,
  
  (e) No shows
  
  (f) Late bookings and amendments

- Service provider shall detail the online (real-time) reports that shall be provided and

- Availability of statistics for reporting.

5.10 **System administration role**

- Partial system administration (Super User) shall be managed directly by the DEA with second line support via the successful service provider.

5.11 **Fully integrated into the following suppliers systems:**

Service providers to detail eg. Galileo, Kulula.com, etc.

5.12 **Communication**

- Traveller itinerary emails shall be sent to the travel booker and traveller.

- SMS alerts,
- The system shall accurately advise the traveller of e-ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.

5.13 Training

- Service providers shall supply an indication of training and support to be supplied.
- Adequate training of 200 users upfront on the use of the system as well as support shall be provided. Users shall be trained as and when required by DEA.

5.14 Accommodation

5.14.1 The service provider shall ensure that sufficient accommodation establishments are available on the system to accommodate officials that are travelling.

5.14.2 Where it is required, the service provider shall ensure that accounts are opened with the property to ensure the provision of services and payment.

5.14.3 The voucher / confirmation shall clearly state the all-inclusive rate. (Accommodation, meals, parking etc.).

5.14.4 Any additional request/s shall be approved as per the system / service level agreement.

5.15 Other services

- The service provider shall indicate any special features, programmes, or services that would be beneficial to the DEA and its travellers.

5.16 Management reports

- The system shall be able to provide a detailed Management Information System and accrual/commitment report as and when required.
- The service provider shall provide the DEA with management information reports consisting, at a minimum, of the following:
(a) Concise quarterly narrative of the service provider’s activities, which shall be submitted to the DEA within ten (10) calendar days after the end of the quarter. This report shall identify problems, if any, and recommend solutions. Suggestions to enhance the service shall also be included;

(b) Quarterly summary (including year to date cumulative figures) of travel activity data and related services, which shall be submitted to the DEA within ten (10) days of the end of the quarter. This summary shall include all official travel activities with each airline based on value of the tickets.

(c) This report shall also show a detailed analysis of the number of trips, most frequent city-pairs, carriers used and savings achieved from the carrier’s lowest fare available as well as missed / declined savings due to non-acceptance of the lowest offer.

- The tool shall allow for full reporting and auditing capability.
- The reporting shall be in a format that will allow the information to be interfaced with other Government reporting systems.

5.17 Unused tickets and refunds

- The service provider shall notify the DEA monthly of unused air tickets and refunds for all returned airline tickets for official travel.

5.18 Data transfer

- The service provider shall allow DEA to access information for a period of five (5) years after the expirer of the contract.

5.19 Service standards

- The service provider shall provide a polite, responsive and efficient service at all times to fulfill the DEA’s requirements. All telephone calls, emails and correspondences shall be answered promptly.
5.20 Performance evaluation and review

- The service provider shall meet quarterly with the DEA to discuss issues of mutual concern, to review the service provider’s performance and to discuss improvements which the service provider or the DEA should make in order to achieve more effective travel management and greater savings.

- During the above meetings the service provider shall also discuss travel updates and other travel matters with the DEA. The service provider shall immediately make the DEA aware of major industry changes, which may have a broad impact on its travel policy or procedures.

5.21 Policy compliance and control

- The system shall dictate the route of the application based on the policy requirements. For any deviation the prescribed and delegated authorisation shall be required before processing takes place.

- The system shall comply with all relevant security standards, policies, directives and the Minimum Information Security Standards (MISS).

- The system shall be able to cater for any departmental policy changes as and when required.

- The service provider shall not accept any commission, payment or other inducement from a flight, road transport or accommodation service for the use of their facilities.

- Should any payment be received the service provider shall pay this amount over to the DEA at the end of each month. All amounts quoted by the system and charged to the DEA shall be exclusive of any travel agent commission.

5.22 Turnaround time for online bookings shall be 2(two) hours after approval.

5.23 The service provider shall be required to:

- Provide on-line travel booking services and support,

- Provide a transparent inclusive service fee structure,

- Provide 24 hours assistance,
• Ensure that services are available 24/7,
• Update DEA regularly on cancellation policies and fees of service providers;
• Obtain any reimbursement which may be due to DEA,
• Notify DEA of air tickets for revalidation and / or re-issue,
• Ensure booking confirmations and payments as required by vendors,
• Ensure prompt investigation of any irregularities and complaints as well as feedback there of,
• Upon request from the DEA, provide detailed reporting on the services provided, discounts, and benefits received,
• Reconcile invoices and supporting documentation with Credit card statement and approved orders.
• The service provider shall keep abreast of and provide an information service to DEA with regard to airport closings, carrier schedule changes, as well as all other alterations, safety conditions which may affect travel and new conditions affecting travel.
• Assist travel bookers to make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveller’s official trip. The e-tickets and billings shall be modified or issued to reflect these changes, via SMS and e-mail.
• Provide letters of “good standing” from service providers, including but not limited to the following:
  (a) Protea hotel group
  (b) Southern Sun
  (c) Tsogo sun
  (d) Premier hotel
  (e) Hlope shuttle
  (f) Kwatlhano shuttle
  (g) EZ shuttles
  (h) Avis
5.24 The online system shall be required to provide immediate quotations for travel arrangements from all airlines, vehicle hire companies and a range of properties for accommodation.

- An e-ticket or confirmation and detailed itineraries, showing the accurate status of the airline, road transport and accommodation reservations on all segments of the journey shall be provided. (secure airline seats for four (4) hours to allow for approval).

6 PERIOD / DURATION OF PROJECT / ASSIGNMENT

- The duration of the contract shall be 2 years, with an option to extend for another year. Service Provider shall deliver an automated online booking and payment system within 2 months of date of appointment.

7 COSTING / COMPREHENSIVE BUDGET

- Comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.

- DEA may require a breakdown of rates on any of the items priced and the service providers are to provide same without any additional cost.

The following must be included in the price:

- System infrastructure creation and branding,
- Project management and implementation,
- Training (detail training to be provided – at implementation and throughout the contract period),
- Departmental Travel policy set up and updates,
- Loading traveller profiles and cost centres / responsibilities,
B&B loading,

• Loading of new contract details, supplier rates and fares.

<table>
<thead>
<tr>
<th>System Setup and Implementation budget</th>
<th>Dedicated resource</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Table 1</strong></td>
<td>Monthly Price</td>
</tr>
<tr>
<td></td>
<td>inclusive of VAT</td>
</tr>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

*Transaction means one booking made for one natural person / traveller for any travel related matter (such as accommodation, air travel, road transport and the like).

What discount would be offered on Table 2 for:

<table>
<thead>
<tr>
<th>Scenarios</th>
<th>Percentage discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>251 – 500 transactions</td>
<td>%</td>
</tr>
<tr>
<td>501 – 750 transactions</td>
<td>%</td>
</tr>
<tr>
<td>750 + transactions</td>
<td>%</td>
</tr>
</tbody>
</table>

8 MANDATORY REQUIREMENTS

8.1 Accreditation

8.1.1 The service provider shall ensure full compliance in respect of the following industry requirements:

• Fully accredited member of International Air Transport Association (IATA);

• Fully accredited member of Association of South African Travel Agencies (ASATA).

8.1.2 Certified copies of the above certificates as well as a letter of “good standing” shall be submitted together with your response to this Request for Proposals (RFP).
8.1.3 Service providers with online booking tools without the above accreditation shall provide proof of standing arrangements with accredited service providers.

8.1.4 Must be completed by bidder by answering yes or no:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply: Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.g. Professional registration</td>
<td></td>
</tr>
</tbody>
</table>

9. SPECIAL CONDITIONS OF CONTRACT

9.1 The performance measures for the delivery of the (specify the type of work you expect from the service provider/s) shall be closely monitored by DEA.

9.2 The Service Provider/s shall submit monthly and quarterly progress reports to the Programme manager, within 4 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time shall result in penalties.

9.3 The programme manager shall do the ongoing management of the service agreement.

9.4 The Service Provider/s shall guarantee the presence of the senior in charge throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager shall approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior shall work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

9.5 All the conditions specified in the General Conditions of Contract (GCC) shall apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract shall prevail.
9.6 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

9.7 Bidders shall score a minimum of 75% for stage 1 (functionality / technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.

9.8 The proposal shall include, amongst other, the following:
   - A proposed plan of action;
   - A list of references;
   - Ability to ensure continuing of staff on the project.

9.9 The original Tax Clearance Certificate shall be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

9.10 Certified copies of the Tax Clearance Certificate shall not be accepted.

9.11 In bids where Consortia / Joint Ventures / Sub-contractors are involved, such shall be clearly indicated and each party shall submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

9.12 The Curriculum Vitae of the staff who will be available for the duration of the work shall be attached.

9.13 The bid proposals shall be submitted with all required information containing technical information.

9.14 DEA Entity Maintenance form included in the bid documents shall be completed and returned with the bid proposals.

9.15 DEA shall not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
9.16 Travelling costs and time spent or incurred between home and office of consultants shall not be for the account of DEA.

9.17 DEA may reserve the right to partly utilise the contract. This applies to e.g. Head-Office only or air bookings only.

9.18 Skills shall be transferred to DEA officials.

9.19 Intellectual property rights shall belong to DEA.

9.20 Bidders shall submit two identical proposals for each bid clearly marked “original” and “copy”.

9.21 DEA reserves the right to award the contract to more than one service provider or only part thereof e.g. (per District / Municipality or Province)

9.22 Progress reports (hard copy or soft copy) shall be submitted weekly / monthly / quarterly.

9.23 The system shall be in a format that will allow the information to be interfaced with other Government reporting systems.

9.24 Before any work can commence the service level agreement shall be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.

9.25 The evaluation of Bids can only be done on the basis of information required by the department.

9.26 Bidders failing to meet all the mandatory requirements shall automatically be disqualified.
9.27 Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.

9.28 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20/10 for B-BBEE.

9.29 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.

9.30 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.

9.31 Public entities and tertiary institutions shall also submit B-BBEE Status Level Verification Certificates together with their bids.

9.32 A bidder shall not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.

9.33 A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal of higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.
10. **CAPACITY**

- A dedicated, local travel development team shall be employed to constantly enhance the system to meet the changing needs of the market. Proposals shall include set-up, consulting, technology, support and training to ensure that the objectives and timelines are met.

- The service provider is required to provide a company profile on its size, human resources, infrastructure, location and verifiable national and international networks etc.

11. **EXPERIENCE**

(a) The following shall be submitted:

- Evidence of track record in providing similar services (travel management services);

- Contactable references (at least 3)

- The service provider shall have demonstrable expertise in the roll out of an online travel booking system. As part of the bid evaluation, a site shall be made available to assess a live application of the system offered.

12. **COSTS TO BE BORNE BY SERVICE PROVIDERS**

- All costs and expenses incurred by the service providers in any way associated with the development, preparation and submission of responses and providing any additional information required by DEA, shall be borne entirely and exclusively by the Service Providers.

- The service provider shall report directly to the Director: Security, Vetting and Travel Services or to the delegated representative as and when required. Qualitative management of the service / performance must be overseen by the service provider.

13. **PAYMENT TERMS**

DEA undertakes to pay out in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment shall be made where there is outstanding
information/work not submitted by the Service Provider/s until that outstanding information is submitted.

14. TECHNICAL ENQUIRIES
Should you require any further information in this regard, please do not hesitate to contact:
Name : Ayanda Nodada
Office Telephone No: 012-399 8564
E-Mail : anodada@environment.gov.za

15. EVALUATION CRITERIA
All bid proposals submitted shall be evaluated in accordance with the 90/10 principle and the evaluation criteria shall be as follows:

Values: 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

Stage 1 evaluation criteria: The bidder must score a minimum of 75% during Stage 1 (functionality / technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered.

(Kindly note the criterion differs from project to project and must be measurable and should include the scope of work)

Phase 1 – Functionality scoring:
The following is the weighting awarded for each element, and the threshold scores for each:

<table>
<thead>
<tr>
<th>No</th>
<th>Evaluation Criteria</th>
<th>Guidelines for criteria application</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability and flexibility to provide required solutions</td>
<td>The technology meets the business requirements and specifications as documented herein. The ability for the solution to provide DEA with a complete end to end process and manage control thereof.</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
</tbody>
</table>
| 2 | Demonstrable capabilities of the team who will undertake the exercise. (Experience, qualifications and skills composition) | Experience and skill  
- Development team  
- Management team (relevant to a technology company and self-booking tool)  
- Financial team (performing reconciliations) | 20% |
| 3 | Travel Management Implementation Methodology | A project plan showing work breakdown and estimated timelines  
- Implementation methodology  
- Average time for the roll out  
- Training methods and services | 20% |
| 4 | Ability to provide required solution without subcontracting the technology component | Is the system owned and operated by you | 10% |
| 5 | Plans to set up a support system / presence in DEA |  
- Is there local support  
- Is there a local development team | 10% |
| 6. | Live presentation of the system: Travel booking process, approvals, issuing | The system that is user friendly. Reasonable amount of time taken to complete the travel | 10% |
NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10/20 points for B-BBEE.

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Bidder’s understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.

- **Capability and experience** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

ANNEXURE A

**QUESTIONNAIRE**

(As per Evaluation Criteria)

<table>
<thead>
<tr>
<th>Generic System Question</th>
<th>Please indicate compliance (Yes / No) and substantiate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the system work on</td>
<td></td>
</tr>
<tr>
<td>devices such as I-Pads and smart phones?</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Is the system owned and operated by you?</td>
<td></td>
</tr>
<tr>
<td>Does the system deal with direct integrations?</td>
<td></td>
</tr>
<tr>
<td><strong>Travel Policy</strong></td>
<td></td>
</tr>
<tr>
<td>Can the SELF-BOOKING TOOL have vendors shown out of policy and not bookable by the user?</td>
<td></td>
</tr>
<tr>
<td>Can the SELF-BOOKING TOOL have vendors shown out of policy, but bookable by the user that will automatically trigger workflow approval, motivation as to why it’s out of policy and highlight the alternative options to the authoriser?</td>
<td></td>
</tr>
<tr>
<td>How are in policy and out of policy options differentiated on the availability presented?</td>
<td></td>
</tr>
<tr>
<td>If an out of policy vendor reservation is authorised, how can this information be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?</td>
<td></td>
</tr>
<tr>
<td><strong>Booking Process</strong></td>
<td></td>
</tr>
<tr>
<td>Does the SELF-BOOKING</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>TOOL have a quoting system? Explain</td>
<td></td>
</tr>
<tr>
<td>Explain the error management process when tickets fail to issue or travel documentation not produced or lodged card swipes fail.</td>
<td></td>
</tr>
<tr>
<td>Is the system completely automated?</td>
<td></td>
</tr>
<tr>
<td>Can travel documents be produced electronically?</td>
<td></td>
</tr>
<tr>
<td>Can the system upload documents, (eg. internal approval documents) or</td>
<td></td>
</tr>
<tr>
<td>Can the system include an electronic approval process prior to actual online booking being started?</td>
<td></td>
</tr>
<tr>
<td><strong>Navigation</strong></td>
<td></td>
</tr>
<tr>
<td>• Can users easily navigate between sectors?</td>
<td></td>
</tr>
<tr>
<td>• Does the system cater for domestic multi-leg bookings?</td>
<td></td>
</tr>
<tr>
<td>Does the SELF-BOOKING TOOL allow for holding tickets?</td>
<td></td>
</tr>
<tr>
<td>Does the system deal with automated documentation for Air tickets, Road transport, Accommodation, Parking? (no</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>How is “no availability” displayed?</td>
<td></td>
</tr>
<tr>
<td>Can offline bookings be incorporated into the booking process?</td>
<td></td>
</tr>
<tr>
<td>Can Users make the reservation offline?</td>
<td></td>
</tr>
<tr>
<td>Can Consultants make the reservation?</td>
<td></td>
</tr>
<tr>
<td>Whilst a trip planned is pending approval, are proposed reservations held with the following vendors? Participating transfer vendors, Participating accommodation vendors, Participating road transport vendors, Domestic mainline carriers, Domestic low cost carriers</td>
<td></td>
</tr>
<tr>
<td>Can reservation changes be facilitated online for all the following vendor categories? Participating transfer vendors, Participating accommodation vendors, Participating road transport vendors, Domestic mainline carriers, Domestic low cost carriers</td>
<td></td>
</tr>
<tr>
<td>Are all category changes made tracked?</td>
<td></td>
</tr>
</tbody>
</table>
| **Unused ticket management.**  
| How does the SELF-BOOKING TOOL deal with unused tickets? |
| **Workflow Approval:**  
| Can the system have multiple approvers? |
| Can the system support multiple approval groups? |
| Does the system support SMS approval? |
| Please explain emergency booking approval in the SELF-BOOKING TOOL? |
| Once a booking has been ticketed, can additional elements be added? |
| If a booking is changed, will it reroute for approval and, if so, under what circumstances? |
| How does the approver make an informed decision when approving? |
| **Transfers**  
<p>| Can the SELF-BOOKING TOOL systematically facilitate transfer reservations with any vendor? |
| When a reservation has been secured outside of the system, please outline at a high-level how the reservation information |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can the system allow multiple travellers in a transfer?</td>
<td></td>
</tr>
<tr>
<td><strong>Accommodation</strong></td>
<td></td>
</tr>
<tr>
<td>Please outline how the SELF-BOOKING TOOL systematically facilitates accommodation reservations with guest houses and bed and breakfast establishments not presented on any open central reservation system?</td>
<td></td>
</tr>
<tr>
<td>When, due to availability constraints at an accommodation vendor that is accessible via the SELF-BOOKING TOOL, a reservation has been secured outside of the system, please outline at a high-level how the reservation information can be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?</td>
<td></td>
</tr>
<tr>
<td>When a reservation has been secured outside of the system due to vendor non-participation in the SELF-BOOKING TOOL, please outline at a high-level</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>How can the reservation information be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?</td>
<td></td>
</tr>
<tr>
<td>Can the SELF-BOOKING TOOL systematically facilitate accommodation reservations with non-listed B&amp;B vendors?</td>
<td></td>
</tr>
<tr>
<td>Elaborate on how a bill-back facility will be supported.</td>
<td></td>
</tr>
<tr>
<td>Is there any automated system to handle invoices?</td>
<td></td>
</tr>
<tr>
<td>Can the system have multiple accommodation bookings in one transaction, i.e. different hotels for different travellers OR different hotels for one traveller in one booking?</td>
<td></td>
</tr>
<tr>
<td>How do you list a new vendor on the system?</td>
<td></td>
</tr>
<tr>
<td>Does the SELF-BOOKING TOOL support pictures of properties?</td>
<td></td>
</tr>
<tr>
<td>Does the system have any user feedback on properties?</td>
<td></td>
</tr>
<tr>
<td>How does the matching of the Order to the Invoice occur within the system?</td>
<td></td>
</tr>
<tr>
<td>Can the system provide</td>
<td></td>
</tr>
<tr>
<td><strong>Road Transport</strong></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>Can multiple pick up and drop off locations be supported within the SELF-BOOKING TOOL?</td>
<td></td>
</tr>
<tr>
<td>Can the system have multiple cars booked for multiple travellers in a single booking?</td>
<td></td>
</tr>
<tr>
<td>When, due to availability constraints at a car rental agency that is accessible via the SELF-BOOKING TOOL, how does the system support guaranteed availability?</td>
<td></td>
</tr>
<tr>
<td>Can the system highlight between vendors, who are the cheapest by amount of kilometers included in the negotiated rate?</td>
<td></td>
</tr>
<tr>
<td>How does a reservation that has been secured outside of the system get into the online SELF-BOOKING TOOL?</td>
<td></td>
</tr>
<tr>
<td>Can extras be booked, such as GPS, additional drivers etc…?</td>
<td></td>
</tr>
<tr>
<td>How does a car invoice get</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>compared to the Order within the system?</td>
<td></td>
</tr>
<tr>
<td>How does the system compare between road travel company rates?</td>
<td></td>
</tr>
<tr>
<td><strong>Air</strong></td>
<td></td>
</tr>
<tr>
<td>Can the SELF-BOOKING TOOL systematically facilitate name changes to low cost carrier tickets?</td>
<td></td>
</tr>
<tr>
<td>How are cancelled mainline and low cost carrier tickets managed systematically?</td>
<td></td>
</tr>
<tr>
<td>How are unused mainline and low cost carrier tickets tracked &amp; applied for reuse systematically?</td>
<td></td>
</tr>
<tr>
<td>Multiple flights one booking</td>
<td></td>
</tr>
<tr>
<td>Does the SELF-BOOKING TOOL allow for a return flight, a single airline to be booked one way and a separate airline to be booked coming back, in one booking?</td>
<td></td>
</tr>
<tr>
<td>How does the SELF-BOOKING TOOL control specific requirements for multiple travellers?</td>
<td></td>
</tr>
<tr>
<td>How does the system control</td>
<td></td>
</tr>
<tr>
<td>Profiles</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Who maintains user access?</td>
<td></td>
</tr>
<tr>
<td>Are there levels of administrative rights?</td>
<td></td>
</tr>
<tr>
<td>Can the system handle seating preferences?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the system provide real time reporting?</td>
</tr>
<tr>
<td>Is the reporting provided available to Government directly?</td>
</tr>
</tbody>
</table>

An order is made up of air, road transport and accommodation. Accounts will be received at different times. What reports can be provided to monitor

1. All the transactions relating to the order
2. What has been paid and what is outstanding.

<table>
<thead>
<tr>
<th>Fulfillment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outline the fulfillment process. Where would human intervention be necessary and how would this impact on the cost?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Do you provide online training?</strong></td>
</tr>
<tr>
<td>------------------------------------</td>
</tr>
<tr>
<td>Government proposes to adopt a train-the-trainer approach. What are the related costs and time investment?</td>
</tr>
</tbody>
</table>

**Billing Process**

- Explain the billing process for SELF-BOOKING TOOL fees.
- Explain how bill-backs are integrated into the SELF-BOOKING TOOL for reporting purposes.
- Explain how lodged card transactions are reconciled.

**Hierarchy**

- How are amendments to hierarchies managed?

**Data Security**

- Elaborate on measures taken to secure our data
- Are secure links used for payment transactions?
- How are lodged card details stored? Is the data encrypted?

**Further Requirements of the Electronic Solution**

- State average and maximum actual system response time for a complete travel booking,
<table>
<thead>
<tr>
<th>which includes a road transport, airline ticket, and accommodation booking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application to provide a historical record/audit trail of each administrative change that occurs within the application</td>
</tr>
<tr>
<td>The application must have easily understood system messages.</td>
</tr>
<tr>
<td>The application must have the ability to assign specific tasks / functions to specific administrative roles.</td>
</tr>
<tr>
<td>Describe how your solution is able to securely authenticate and encrypt any interface to or from your solution.</td>
</tr>
<tr>
<td>The application must be able to receive an approved Order to trigger the bookings process.</td>
</tr>
<tr>
<td>The system should have an automatic reconciliation facility (Lodge Card Reconciliation) to match service provider invoices to authorized Orders to accommodate payments. (only exceptions should have to be handled manually by staff)</td>
</tr>
<tr>
<td>The application must be able to cater for after the fact costs</td>
</tr>
</tbody>
</table>
(such as mileage on car rentals, fuel on car rentals, S&T claims).

Must have a tolerance level for where the invoice value is different from the Order value by a configurable amount. (Applies especially to accommodation and road transport).

Onsite support to be available.

The application must offer a report to indicate the savings lost due to the booking being made/not being made within a certain timeframe before departure (based on historical values for the same transaction).

Must offer reporting of automated refund tracking as well as unused ticket reporting.

Must have pre-defined and user-defined reporting capabilities with a drill down capability to allow the easy creations of a comprehensive suite of management reports.

Have a report per traveler, which indicates the duration of stay, type of accommodation (such as Bed and Breakfast),
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>and whether or not the traveler actually travelled.</td>
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<tr>
<td>Have a report per user, which indicates significant actions taken by the</td>
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<tr>
<td>user (such as travel booker creation, approvals, workflow changes, etc.)</td>
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<tr>
<td>Must have the ability to customize the reporting suite according to</td>
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<tr>
<td>Government's requirements.</td>
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<tr>
<td>Must have the ability to export reports into a variety of formats (such</td>
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<tr>
<td>as PDF, HTML, and CSV).</td>
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</tr>
<tr>
<td>Must allow for on-demand / ad-hoc / scheduled reporting.</td>
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<tr>
<td>Government must own our travel data.</td>
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<td>Controls must be in place to protect the data.</td>
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<tr>
<td>Must support the capture of a reason for travel at the time of making a</td>
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<td>booking.</td>
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<td>Provide the missed savings calculated on all sectors</td>
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<td>Is there benchmarking in the SELF-BOOKING TOOL?</td>
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<td>How do you intend to support</td>
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<td>Question</td>
<td>Answer</td>
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<td>-------------------------------------------------------------------------</td>
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<tr>
<td>DEA with online transactions?</td>
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<td>How do you intend to support DEA with offline transactions?</td>
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<tr>
<td>How do emergency requests get handled?</td>
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<td>Propose how best to roll out the solution to all the various elements of DEA?</td>
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<tr>
<td>Will the system flag and prevent duplicate invoices and bookings? and how?</td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>Detail</td>
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<tr>
<td>-----------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Domestic travel</td>
<td>Inclusive of changes. Bundled fee. All sectors (flight, road transport and accommodation). Per traveller, per return trip.</td>
</tr>
<tr>
<td>Accommodation only</td>
<td>Inclusive of changes.</td>
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<tr>
<td>Road transport only</td>
<td>Inclusive of changes.</td>
</tr>
<tr>
<td>Flight only</td>
<td>Inclusive of changes.</td>
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<tr>
<td>Domestic Multi Leg Booking</td>
<td>Inclusive of changes. 3 times one way bookings</td>
</tr>
<tr>
<td>Bill Back fee</td>
<td>Per Bill Back invoice (over and above booking fee. Applies to accommodation and vehicle hire)</td>
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<tr>
<td>Refund admin fee</td>
<td></td>
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<tr>
<td>After hours Emergency assistance</td>
<td>Not related to a system technical issue</td>
</tr>
</tbody>
</table>

*Transaction means one booking made for one natural person / traveller for any travel related matter (such as accommodation, air travel, road transport and the like).
THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

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

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

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

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (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.
The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per record held by the banks.

I/We understand that the Department will not be held liable for any delayed payments as a result of incorrect information supplied.

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Initials</td>
</tr>
<tr>
<td>Full Names</td>
</tr>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>Persal Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>(Compulsory if Supplier)</td>
</tr>
<tr>
<td>Physical</td>
</tr>
<tr>
<td>Postal</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Supplier information</td>
</tr>
<tr>
<td>Update Supplier information</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
</tr>
<tr>
<td>Department</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Trust</td>
</tr>
<tr>
<td>CC</td>
</tr>
<tr>
<td>Other (Specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Number</th>
</tr>
</thead>
</table>
## Supplier Account Details

**(To be verified by the bank, please attach bank letter or 3 months bank statement)**

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed.)

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
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</tbody>
</table>

### Bank Screen Info

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4/CUPR**
- **STD Bank-Look-up-screen**
- **Nedbank** - Banking Platform under the Client Details Tab

<table>
<thead>
<tr>
<th>Account Type</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Cheque Account</td>
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</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
<td></td>
</tr>
<tr>
<td>Bond Account</td>
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</tr>
<tr>
<td>Other (Please Specify)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ID Number</th>
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<tbody>
<tr>
<td>Passport Number</td>
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<table>
<thead>
<tr>
<th>Company Registration Number</th>
<th>/</th>
<th>/</th>
</tr>
</thead>
</table>

*Please include CC/CK where applicable

### Supplier Contact Details

<table>
<thead>
<tr>
<th>Business</th>
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</thead>
<tbody>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Extension</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Home</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Extension</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cell</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Code</td>
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</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Cell Code</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
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<table>
<thead>
<tr>
<th>Contact Person:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Supplier Signature</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date (dd/mm/yyyy)</th>
<th></th>
</tr>
</thead>
</table>

**NB:** All relevant fields must be completed