



Tender Info

Tender month	APRIL 2021
Tender date:	16/04/2021
Tender Number	NC/05/2021
Title of Tender	APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS
Description	APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
Employer	COGHSTA
Employer email	bslenkoe@ncpg.gov.za
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY
Code	8300
Physical Address1	Larry Moleko Louw Building
Physical Address2	9 CECIL SUSSMAN ROAD
Physical Address4	8301
Employer's Agent: Name	ANASTASIA SAMUELS
Company	COGHSTA
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY, 8300
Physical 1	LARRY MOLEKO LOUW
Physical 2	9 CECIL SUSSMAN ROAD
Tel:	(053) 830 9400
Fax:	(053) 831 4308
E-mail:	ASAMUELS@NCPG.GOV.ZA
Advert Date	FRIDAY, 16 APRIL 2021
Briefing Date	A NON-COMPULSORY VIRTUAL briefing session will be held on WEDNESDAY 21 APRIL 2021 at 10h00 at the following link: https://teams.microsoft.com/l/meetup-join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1618305798299?context=%7b%22Tid%22%3a%2288c19a74-3c3b-445a-87e0-4c155bc09cf%22%2c%22Oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d
Tender Documents available @	www.coghsta.ncpg.gov.za
Closure Date	07 MAY 2021
Closure Time	11H00
Tender Box Location	COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
General Enquiries Contact Person	Tebogo Monoametsi of CoGHSTA, Tel: (053) 807-9713, e-mail: TMonoametsi@ncpg.gov.za
Technical Enquiries Contact Person	Anastasia Samuels of CoGHSTA, Tel: (053) 807-9726, e-mail: ASamuels@ncpg.gov.za
Procurement Policy	Preferential Procurement Regulations, 2017 (Government Gazette No. 10684)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NR.: NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL
MANAGEMENT COMPANIES TO PROVIDE
TRAVEL MANAGEMENT SERVICES TO THE
DEPARTMENT FOR THE PERIOD OF 36
MONTHS**

APRIL 2021

Error! Reference source not found.

EMPLOYER:

**THE HEAD OF DEPARTMENT
COGHSTA
PRIVATE BAG X5005
KIMBERLEY
8300**

TENDERER: _____



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

CLOSING DATE: FRIDAY, 07 MAY 2021	CLOSING TIME: 11H00
--	----------------------------

NAME OF BIDDER*

CONTACT PERSON*

ADDRESS*

.....

.....

.....

TEL NO*

FAX NO*

E-MAIL ADDRESS*

B-BBEE LEVEL*



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

TENDER NO. NC/05/2021

APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

GENERAL TENDER INFORMATION:

TENDER ADVERTISED	FRIDAY, 16 APRIL 2021
NON-COMUPULSORY BRIEFING	WEDNESDAY, 21 APRIL 2021 @ 10h00 VIRTUAL BRIEFING SESSION ON THE FOLLOWING LINK : https://teams.microsoft.com/l/meetup-join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1618305798299?context=%7b%22id%22%3a%2288c19a74-3c3b-445a-87e0-4c155bc09cf%22%2c%22oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d This is a non-compulsory virtual briefing session
CLOSING DATE	Friday, 07 MAY 2021
CLOSING TIME	11H00
CLOSING VENUE	Tender Box at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

The bid Documents completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, the Tender No. and title and the closing date indicated on the envelope. The sealed envelope must be handed in at the Tender Box at the COGHSTA KIMBERLEY Offices. Bids will NOT be opened directly after closing. No late bids will be accepted.



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

TENDER NO. NC/05/2021

APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

<u>CONTENTS</u>	<u>PAGE</u>
COVER PAGE	
<u>THE TENDER</u>	
TENDERING PROCEDURES	
1.1 Tender Notice and Invitation to Tender	06 – 08
1.2 Tender Data	10 – 22
RETURNABLE DOCUMENTS	
2.1 List of Returnable Documents	25
2.2 Returnable Schedules	26 – 80
SCOPE OF WORKS	
3 Scope of Works	1 - 100



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

THE TENDER



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

PART T 1:

TENDER PROCEDURES

T 1.1 Tender Notice and Invitation to Tender T 1 - 4

T 1.2 Tender Data T 1 - 8



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

1.1: TENDER NOTICE AND INVITATION TO TENDER



DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

TENDER NO. NC/05/2021

APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

1. **COGHSTA hereby invites bidders to render travel management services for a period of 36 months.**
2. **Only service providers that are CSD registered will be considered.**
3. A non-compulsory virtual briefing session will be held on **WEDNESDAY, 21 APRIL 2021 at 10h00** at <https://teams.microsoft.com/join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1618305798299?context=%7b%22Tid%22%3a%2288c19a74-3c3b-445a-87e0-4c155bc09cf%22%2c%22Oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d>
4. **Tender documents are available on the departmental website at: www.coghsta.ncpg.gov.za**
5. **Closing of Tender at 11H00 on Friday, 07 MAY 2021 at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.**
6. General enquiries relating to this bid should be addressed to Tebogo Monoametsi of CoGHSTA, Tel: (053) 807–9713, e-mail: TMonoametsi@ncpg.gov.za and technical enquiries to Anastasia Samuels of CoGHSTA, Tel: (053) 807 9726, e-mail: ASamuels@ncpg.gov.za
7. **Please note:**
 - Preference will be given to companies who are owned by Women, Youth & Persons with Disabilities.
 - Documents to be submitted with the bid document: An original valid Tax Clearance Certificate or certified copy inclusive of verification PIN, Copy of CSD Registration summary report, B-BBEE Status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor.
 - **Functionality will apply. Based on functionality the tenderer should score 75 points or more to be further evaluated:**
 - The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (Government Gazette No. 10684) shall also apply, together with all other requirements as set out in the Tender Data.
 - Failure to comply with above requirements will result in automatic disqualification of the bidder.
 - CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

T 1.2: TENDER DATA

**ANNEXURE A1****DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS****TENDER NO. NC/05/2021****APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS****T 1.2: TENDER DATA**

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

1.2.1 Communication and Employer's Agent

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.

The Employer's Agent is:

**Name: MR TEBOGO MONOAMETSI
COGHSTA
PRIVATE BAG X5005
KIMBERLEY, 8300
Tel.: (053) 830 9400
E-mail: TMonoametsi@ncpg.gov.za**

1.2.2 Competitive Negotiation Procedures

Consortiums are eligible to submit tenders.

1.2.3 Insurance

The Employer will provide **no** insurance.

The Tenderer should provide proof of Professional Indemnity Insurance.

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

1.2.4 Delivery of tender Documents

The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender closure: Tender Box, COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.



Identification details: TENDER NUMBER: **NC/05/2021**

TITLE OF TENDER: APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

Sealed tenders with the Tenderer's name and address and the endorsement:

NC/05/2021 - APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

1.2.5 Closing Time

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

1.2.6 Tender Offer Validity

The tender offer validity period is **120 (hundred and twenty)** days from the closing date.

1.2.7 Clarification of Tender Offer after Submission

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

1.2.8 Financial Statements

The bidder must provide where the tendered amount exclusive of VAT exceeds R 8, 771, 929.8310 (Eight Million, Seven Hundred Seventy-One Thousand Nine Hundred Twenty-Nine Rand and Eighty-Three Cents):

- i)** audited annual financial statement for 3 (three) years, or for the period since establishment if established during the last 3 (three) years, if required by law to prepare annual financial statements for auditing;
 - ii)** a certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 (thirty) days;
 - iii)** particulars of any contracts awarded to the Tenderer by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv)** a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium shall submit separate certificates/statements in the above regard.

1.2.9 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance (or PIN) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Each party to a Consortium shall submit separate certificates in the above regard.

1.2.10 Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate

or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017.

1.2.11 The Employer's Undertakings Issue Addenda

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

1.2.12 **Opening of Tender Submissions**

The tenders will not be opened immediately after the closing time.

1.2.13 **Test for Responsiveness**

Tenders will be considered non-responsive if, inter alia:

- a) The Tender is not in compliance with the required returnable documents;
- b) the Tender is not Tax compliant;
- c) The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.
- d) The tenderer is not registered on the central suppliers database (CSD)

1.2.14 **Evaluation of Tender Offers**

Functionality will be scored and a minimum of 75 out of the possible 100 is required to be evaluated any further.

1.2.14 A minimum score of 75% and full compliance to returnable documents will qualify a bidder for further evaluation.

1.2.17 **Points for Preference**

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

1.2.18 **Exempted Micro Enterprise or B-BBEE Status Level of Contributor**

The Tenderer shall indicate on Schedule 20 NCP 6.1 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Enterprises with an annual turnover less than R10 million qualify as an Exempted Micro Enterprise (EME) and are exempted from being measured on a BEE scorecard.
- Verified B-BBEE status level of contributor in terms of the new B-BBEE Codes of Good Practice 2013 (published in Government Gazette of 11 October 2013)
- Non-compliant contributor
- Up to 10 (ten) tender evaluation points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

**Exempted Micro Enterprises (EME's)**

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (Np)
100%	1	10
≥51%	2	8
<51%	4	5

B-BBEE Status Level of Contributor	Number of Points (Nn)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor ¹⁾	0

¹⁾: A non-compliant contributor is one who does not meet the minimum score for a Level 8 contributor or who is not verified in terms of the Travel Sector Charter.

F.3.4**Risk Analysis**

Notwithstanding compliance with regards to ASATA/IATA registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No Tenderer will be recommended for an award unless the Tenderer has demonstrated that he/she has the resources and skills required.

F.3.5**Acceptance of panel**

The Employer does not bind itself to accepting any tender.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to pay municipal rates and taxes or service charges as applicable at the Tenderer's Head Office Municipality and such rates, taxes and charges are in arrears for more than three months;

- (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F.3.6 Notice to unsuccessful Tenderers

The Employer will publish the award of the advertised competitive bid on the e-Tender Publication Portal and the departmental website.

F.4.1 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) If the tender is not completed in non-erasable black ink;
- (b) The name of the Tenderer is not stated or is indecipherable.

F.4.2 Combating abuse of the Supply Chain Management Policy

In terms of the Its Supply Chain Management Policy, the Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:

- (a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- (b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

T 2.1:

LIST OF RETURNABLE DOCUMENTS

T 2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Certificate of Independent Tender Determination
- Schedule 3: Certificate of Authority for Joint Ventures
- Schedule 4: Certificate for Municipal Services and Payments to Service Provider
- Schedule 5: Declaration in terms of the Public Finance Management Act.
- Schedule 6: Schedule of Work Experience
- Schedule 7: Proposed Amendments and Qualifications by Tenderer
- Schedule 8: Certificate of ASATA Registration
- Schedule 9: Professional Indemnity Insurance
- Schedule 10: Tax Clearance Certificate
- Schedule 11: Detail of Proposal by the Tenderer
- Schedule 12: Declaration In Terms of The Public Finance Management Act
- Schedule 13: Audited Financial Statements for the last 3 years
- Schedule 14: Record of Addenda to Tender Documents

2. Returnable Schedules that will be incorporated into the Contract:

- Schedule 21: Record of Addenda to Tender Documents
- Schedule 22: NCP Schedules:
 - NCP 1;
 - NCP 2;
 - NCP 4;
 - NCP 6.1;
 - NCP 8;
 - NCP 9.



T 2.2:

RETURNABLE SCHEDULES



2.1:

LIST OF RETURNABLE DOCUMENTS

**2.1: LIST OF RETURNABLE DOCUMENTS:****NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK****3. Returnable Schedules required for Tender Evaluation Purposes:**

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Certificate of Independent Tender Determination
- Schedule 3: Certificate of Authority for Joint Ventures
- Schedule 4: Certificate for Municipal Services and Payments to Service Provider
- Schedule 5: Declaration in terms of the Public Finance Management Act.
- Schedule 6: Schedule of Work Experience
- Schedule 7: Proposed Amendments and Qualifications by Tenderer
- Schedule 8: Certificate of ASATA/IATA Registration
- Schedule 9: Professional Indemnity Insurance
- Schedule 10: Tax Clearance Certificate
- Schedule 11: Detail of Proposal by the Tenderer
- Schedule 12: Declaration In Terms of The Public Finance Management Act
- Schedule 13: Audited Financial Statements for the last 3 years
- Schedule 14: Record of Addenda to Tender Documents

4. Other documents required for Tender Evaluation Purposes:

- 4.1. Joint Venture Agreement (if applicable) - append to Schedule 4.
- 4.2. A certified copy of the Bargaining Council Certificate (where applicable) - append to Schedule 7.
- 4.3. An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 15.

5. Returnable Schedules that will be incorporated into the Contract:

- Schedule 21: Record of Addenda to Tender Documents
- Schedule 22: NCP Schedules: NCP 1; NCP 2; NCP 4; NCP 6.1; NCP 7.1; NCP 8; NCP 9.

4. The offer portion of the C1.1 Form of Offer and Acceptance

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 1

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

SECTION 1:

Name of Enterprise:

Address of Enterprise:

.....

.....

SECTION 2:

VAT Registration Number, if any:

SECTION 3:

PSIRA registration Number, if any:

SECTION 4:

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.

SECTION 5: Particulars of Companies and Close Corporations:



Company Registration Number:

Close Corporation Number:

Tax Reference Number:

SECTION 6: Record of service of the State:

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director, Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- A member of the Board of Directors of any Municipal entity;
- An official of any Municipality or Municipal entity;
- An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- A member of the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* Insert separate page if necessary.

SECTION 7: Record of spouses, children and parents in the service of the State:

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- A member of the Board of Directors of any Municipal entity;
- An official of any Municipality or Municipal entity;
- An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- A member of the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.



Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* **Insert** separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (five) years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

TENDER NO. NC/05/2021

APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 2

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for TENDER NO. NC/05/2021 in response to the invitation to tender made by the DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of (Name of Tenderer) that

1. I have read and understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Tenderer to sign this Certificate, and to submit this tender on behalf of the Tenderer;
4. Each person whose signature appears on this tender has been authorised by the Tenderer to determine terms of, and to sign, the tender on behalf of the Tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer whether or not affiliated with the Tenderer;
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer;
6. The Tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communicating between partners in a Joint Venture or Consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of Paragraph 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.

¹ 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.



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 invitation to tender relates.
9. The terms of this tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 1989 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or another applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 3

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by Joint Ventures.

YES NO (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW.
ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs, authorised signatory of the

Company, Close Corporation or Partnership,
acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any
contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 4

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENT TO SERVICE PROVIDER

To: THE HEAD OF THE DEPARTMENT

--

TENDER NO. NC/05/2021

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; PROPRIETOR / DIRECTOR/S / PARTNERS, ETC.

PHYSICAL BUSINESS ADDRESS OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER/S

If there is not enough space for all the names, please attach the additional details to the Contract document.

NAME OF DIRECTOR/ MEMBER/PARTNER	IDENTITY NUMBER	PHYSICAL RESIDENTIAL ADDRESS OF DIRECTOR/ MEMBER/ PARTNER	MUNICIPAL ACCOUNT NUMBER/S



CERTIFICATION:

I,, the undersigned,
(Full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for Municipal Services towards a Municipality or other Service Provider in respect of which payment is overdue for more than 30 (thirty) days.

.....
SIGNATURE

THUS DONE AND SIGNED for and on behalf of the Tenderer / Contractor

at(Place) on the day of(Month) 20.....(Year)

Please note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.



DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

TENDER NO. NC/05/2021

APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

SCHEDULE 5 DECLARATION IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT (No. 29 of 1999)

ITEM	QUESTION	YES	NO
1.1	Is the Tenderer or any of its Directors listed on the National Treasury's database as a company or person prohibited from doing business with the Public Sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)		
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its Directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to Facsimile Number 012-326 5445).		
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its Directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past 5 (five) years?		
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its Directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than 3 (three) months?		
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the Department / entity or any other Organ of State terminated during the past 5 (five) years on account of failure to perform on or comply with the contract?		
1.5.1	If so, furnish particulars:		



CERTIFICATION:

I, THE UNDERSIGNED
(Full Name)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 TENDERER

*** Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.**



**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

**SCHEDULE 6
SCHEDULE OF WORK EXPERIENCE**

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

EMPLOYER (NAME, TEL. NO. AND FAX NO.)	PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK R (m)	COMPLETION DATE
COMPLETED PROJECTS				
CURRENT PROJECTS (attach additional pages if needed.)				

Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

TENDER NO. NC/05/2021

APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR THE PERIOD OF 36 MONTHS

**SCHEDULE 7
PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this Schedule.

The Tenderer's attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 8

CONFIRMATION OF ASATA / IATA REGISTRATION

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 09

PROFESSIONAL INDEMNITY INSURANCE

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 10

TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) or a tax pin shall be attached to this Schedule, or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. A current CSD report that clearly shows the tax status will be acceptable.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 11

DETAIL OF THE PROPOSAL BY THE TENDERER

The proposal must be done for Professional Services.

The proposal is to be done in such a manner as to allow the department to evaluate the specific criteria provided by the tenderer.

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 12

**AUDITED FINANCIAL STATEMENTS FOR THE PAST 3 FINANCIAL YEARS TO BE ATTACHED TO
THIS PAGE**

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

SCHEDULE 13

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	DATE	TITLE OR DETAILS
1		\
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS**

TENDER NO. NC/05/2021

**APPOINTMENT OF FOUR (4) TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT
FOR THE PERIOD OF 36 MONTHS**

NCP SCHEDULES

LIST OF NCP FORMS

1. NCP 1
2. NCP 2
3. NCP 4
4. NCP 6.1
5. NCP 7.1
6. NCP 8
7. NCP 9

INVITATION TO BID
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF COGHSTA

TENDER NO.: **NC/05/2021** CLOSING DATE: **FRIDAY, 07 MAY 2021** CLOSING TIME: **11H00**

DESCRIPTION: **BIDS ARE INVITED BY DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL MANAGEMENT SERVICES FOR THE DEPARTMENT OF COGHSTA IN THE NORTHERN CAPE PROVINCE**

The successful Bidder will be required to fill in and sign a written contract Form (NCP 7)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
LARRY MOLEKO LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY 8301

A NON-COMPULSORY VIRTUAL BRIEFING SESSION WILL BE HELD ON WEDNESDAY, 21 APRIL 2021 AT 10H00 AT THE FOLLOWING LINK:

<https://teams.microsoft.com/l/meetup-join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1618305798299?context=%7b%22Tid%22%3a%2288c19a74-3c3b-445a-87e0-4c155bc09cf%22%2c%22Oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d>

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

The bid box is generally open 24 (twenty-four) hours a day, 7 (seven) days a week.
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED)
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE Preferential Procurement Regulations, 2017 (Government Gazette No. 10684), 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:

CELLPHONE NUMBER:

FACIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? **YES NO**
(NCP 2)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? **YES NO**
(NCP 6.1)

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 the 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 / **YES NO**
SERVICES / WORKS OFFERED?

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:

**Contact Person: Tebogo Monoametsi of CoGHSTA, Tel: (053) 807-9713, e-mail:
 TMonoametsi@ncpg.gov.za**

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The form "Application for Tax Clearance Certificate (in respect of Bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the Bidder is registered for tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of 6 (six) months from the date of issue. This Tax Clearance Certificate must be submitted in the original (or PIN), together with the bid and attached to Schedule 15. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate Tax Clearance Certificate. Copies of the "Application for Tax Clearance Certificates" are available at any Receiver's Office.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where –

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

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

2.1 Full name of the Bidder or his representative:

2.2 Identity Number:

2.3 Position occupied in the Company (Director; Trustee, Shareholder², Member):

.....

2.4 Registration Number of Company, Enterprise, Close Corporation, Partnership agreement or Trust:

.....

2.5 Tax Reference Number:

2.6 Vat Registration Number:

2.6.1 The names of all Directors / Trustees / Shareholders / Members, their individual identity numbers, tax reference numbers and, if applicable, Employee / PERSAL numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

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

- 2.7 Are you or any person connected with the Bidder presently employed by the State? **YES NO**
- 2.7.1 If so, furnish the following particulars:
 Name of person /director / Trustee / Shareholder? Member:
 Name of State institution at which you or the person connected to the Bidder is employed:
 Position occupied in the State institution:
 Any other particulars:

- 2.7.2 If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the Public Sector? **YES NO**
- 2.7.2.1 If YES, did you attach proof of such authority to the bid document? **YES NO**
- Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.**
- 2.7.2.2 If NO, furnish reasons for non-submission of such proof:

- 2.8 Did you or your spouse, or any other of the Company's Directors / Trustees / Shareholders / Members or their spouses conduct business with the State in the previous 12 (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 and who may be involved with the evaluation and/or adjudication of this bid? **YES NO**
- 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? **YES NO**
- 2.11.1 If so, furnish particulars:

3. Full details of Directors / Trustees / Members / Shareholders:

FULL NAME	IDENTITY NUMBER	PERSONAL INCOME TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER / PERSAL NUMBER

4. DECLARATION:

I, THE UNDERSIGNED (Name)

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

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF TENDERER

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE Preferential Procurement Regulations, 2017
(Government Gazette No. 10684)**

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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 (GOVERNMENT GAZETTE NO. 10684)

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 equal to or above R50 000 million and more (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

1.2 The value of this bid is not expected to exceed R50 000 000 (all applicable taxes included), and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (i) Price; and
(ii) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	MAXIMUM OF 20
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 valid original or a valid certified copy of 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 bid 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 utilised 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, skills 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 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 the 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 the 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 (two) decimal places.
- 3.4 In the event that two or more bids have scored equal 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 preferential 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 SYSTEMS

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

80/20

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

90/10

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

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A Trust, Consortium or Joint Venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A Trust, Consortium or Joint Venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a Bidder intends sub-contracting more than 25 (twenty-five) % 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 capacity and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25 (twenty-five) % 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 Contributions 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 20)
(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? (Delete which is not applicable) **YES NO**

8.1.1 If yes, indicate:

(i) what percentage of the contract will be sub-contracted %

(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**

9. DECLARATION WITH REGARD TO COMPANY / FIRM:

9.1 Name of 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 firm has been in business?years

9.8 I/We, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that 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 is 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 the 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.
- 2.

.....

SIGNATURE(S) OF BIDDER (S)

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM – PURCHASE OF GOODS / WORKS

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

PART 1 (TO BE COMPLETED BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) bidding documents, viz
 - Invitation to bid;
 - Tax Clearance Certificate
 - Pricing Schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black
 - Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017 (Government Gazette No. 10684);
 - Declaration of interest;
 - Declaration of Bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the tendered Remeasurable quoted cover all the goods and/or works specified in the bidding documents; that the tendered Remeasurable cover all my obligations and I accept that any mistakes regarding the tendered Remeasurable and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES
1.
2.
DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE COMPLETED BY THE PURCHASER)

1. I, in my capacity as
 accept your bid under Reference Number dated
 for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED), EXCL 14% VAT	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

DECLARATION OF TENDERER'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 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 rejected if that Bidder, or any of its Directors have:
 - (a) abused the institution's supply chain management;
 - (b) committed fraud or any other improper conduct in relation to such system; or
 - (c) failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (NCP) 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 *per 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 NCP 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 (NCP 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive tendering) 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 authorised by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.
6. The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a Joint Venture or Consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any Competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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.

- 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.
- 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



SCOPE OF WORK



**Request for Proposal to appoint four (4) Travel
Management Companies to provide travel
management services to the department
For the period of 36 months**

Advertised : Friday, 16 April 2021

Non-Compulsory Briefing : Wednesday, 21 April 2021
At 10h00

Closing Date : Friday, 07 May 2021

Time : 11H00

TENDER BOX ADDRESS:

The Larry MOLEKO Louw Building
06 Cecil Sussman Road
Kimberley
8301



INTRODUCTION

The Department of Coghsta: Northern Cape is responsible for coordinating, monitoring and evaluation of national government policies in the province. The department derives its mandate from the Constitution of South Africa, Act 108 of 1996

Vision:

Mission:

Values:

- _____

1. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The Department of Coghsta: Northern Cape is in the process of appointing four (4) service providers that will professionally manage the travel and accommodation arrangements of its officials including procurement of venue hire for conference facilities and workshop packages as and when required by the department.

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the Department of Coghsta: Northern Cape.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Coghsta: Northern Cape for the provision of travel management services to Department of Coghsta: Northern Cape.

This RFP does not constitute an offer to do business with Department of Coghsta: Northern Cape, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.



2. DEFINITIONS

Accommodation means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

Authorising Official means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

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

Department of Cooperative Governance, Human Settlements & Traditional Affairs (Coghsta) means the organ of state, Department or Public Entity that requires the provision of travel management services.

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

Commerce refers to the Government's buy-site for transversal contracts.

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

Lodge Card is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.

Management Fee is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

Merchant Fees are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as



the organizational structure, policies, procedures, processes and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

Service Level Agreement (SLA) is a contract between the TMC and Government that defines the level of service expected from the TMC.

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

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

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

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

Travel Booker is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

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

Travel Voucher means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

VAT means Value Added Tax.

VIP or Executive Service means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.



3. **LEGISLATIVE FRAMEWORK OF THE BID**

a. **Tax Legislation**

- i. Bidder(s) must be compliant when submitting a proposal to **Department of Coghsta: Northern Cape** and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- ii. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- iii. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- iv. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- v. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- vi. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

b. **Procurement Legislation**

Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

c. **Technical Legislation and/or Standards**



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

4. BRIEFING SESSION

A non-compulsory virtual briefing and clarification session will be held at the following link:

<https://teams.microsoft.com/join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1618305798299?context=%7b%22Tid%22%3a%2288c19a74-3c3b-445a-87e0-4c155bc09cf%22%2c%22Oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d>

[on the –WEDNESDAY, 21 APRIL 2021 at 10:00 to clarify to bidder\(s\)](https://teams.microsoft.com/join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1618305798299?context=%7b%22Tid%22%3a%2288c19a74-3c3b-445a-87e0-4c155bc09cf%22%2c%22Oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d)

the scope and extent of work to be executed.

5. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	E-tender portal – _____ www.coghsta.ncpg.gov.za 07 MAY 2021 Tender Bulletin & print media – _____
Non-Compulsory briefing and clarification session	_____
Questions relating to bid from bidder(s)	_____
Bid closing date	_____
Notice to bidder(s)	Department of Coghsta: Northern Cape will endeavour to inform bidders of the progress until conclusion of the tender.

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

Any time or date in this bid is subject to change at Department of Coghsta: Northern Cape's discretion. The establishment of a time or date in this bid does not create an obligation on the



part of Department of Coghsta: Northern Cape to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Department of Coghsta: Northern Cape extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

- a. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Tebogo Monoametsi via email tmonoametsi@ncpg.gov.za and or 053-807 9713. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- b. The delegated official of Department of Coghsta: Northern Cape may communicate with Bidder(s) where clarity is sought in the bid proposal.
- c. Any communication to an official or a person acting in an advisory capacity for Department of Coghsta: Northern Cape in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d. All communication between the Bidder(s) and Department of Coghsta: Northern Cape must be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, Department of Coghsta: Northern Cape makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Coghsta: Northern Cape, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Coghsta: Northern Cape (other than minor clerical matters), the Bidder(s) must promptly notify Department of Coghsta: Northern Cape in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Coghsta: Northern Cape an opportunity to consider what corrective action is necessary (if any).
- g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Coghsta: Northern Cape will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.



- h. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. **LATE BIDS**



In some cases it will not be possible to return late bids unopened as some bidders do not provide return addresses on the envelopes, hence the wording "where practicable".

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

8. **COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

9. **FRONTING**

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



10. **SUPPLIER DUE DILIGENCE**

Department of Coghsta: Northern Cape reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. **SUBMISSION OF PROPOSALS**

- a. Bid documents may either be posted to Department of Coghsta: Northern Cape, The Larry Moleko Louw Building, 09 Cecil Sussman Road, Kimberley, 8301 (preferably registered mail) OR placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- b. Bid documents will only be considered if received by Department of Coghsta: Northern Cape before the closing date and time, regardless of the method used to send or deliver such documents to Department of Coghsta: Northern Cape.
- c. ***The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) CD-ROM with content of each file by the _____ . Each file and CD-ROM must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM must be labelled and submitted in the following format:***
- d. Bidders are requested to initial each page of the tender document on the bottom right hand corner.

12. **PRESENTATION / DEMONSTRATION**

As part of the bid evaluation process the Department of Coghsta: Northern Cape will request presentations/demonstrations from the short-listed bidders.

Presentations will be conducted during the week of (11 – 12 May 2021)

13. **DURATION OF THE CONTRACT**



The successful bidder will be appointed for a period of 36 (thirty six) months at the Department of Coghsta: Northern Cape's sole discretion for an additional 24 (twenty four) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

14. **SCOPE OF WORK**

a. Background

Department of Coghsta: Northern Cape currently uses two off-site travel agencies to manage the travel requisition and travel expense processes within the travel management lifecycle. The split of services per unit are as follows:

Group 1:	Office of the MEC Office of the HOD
Group 2:	Administration Traditional Affairs Human Settlements Cooperative Governance

The travel requisition process is currently a manual process. The travel requisition is manually captured on internal forms that go through a manual authorisation approval procedure. Travel bookers within units requests the travel agencies to co-ordinate the travel requisition. Upon receipt of a pro-forma invoice from the travel agencies, the requisitions are submitted to SCM: Logistics Management unit to issue a procurement order.

Department of Coghsta: Northern Cape's primary objective in issuing this RFP is to enter into agreement with successful bidders who will achieve the following:

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



b. Travel Volumes

The current Department of Coghsta: Northern Cape total volumes per annum include air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for the FY 2019/2020 as follows:

Group 1:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel – Domestic	50	R 490 000.00
Air Travel - Regional & International	5	R 130 000.00
Accommodation – Domestic	211	R 1 333 000.00
Accommodation - Regional & International	5	R 130 000.00
Road transport - Domestic	65	R 490 000.00
Road transport – Regional & International	5	R 130 000.00
Parking	10	R 3 000.00
GRAND TOTAL	351	R 2 706 000.00

Group 2:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel – Domestic	203	R 1 500 000.00
Air Travel - Regional & International	5	R 100 000.00
Accommodation – Domestic	715	R 3 340 000.00
Accommodation - Regional & International	10	R 150 000.00
Road transport - Domestic	135	R 500 000.00
Road transport - Regional & International	6	R 100 000.00
Parking	5	R 4 000.00
GRAND TOTAL	1079	R 5 694 000.00

Bidders who wish to bid for both groups must submit separate financial proposals for each group, clearly marked, with the bid document.



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

c. Service Requirements

i. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, provided that the outcome of a formal dispute process determines otherwise.



- g. Provide a facility for Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape.
- l. Bidders must be registered with IATA (certified copy of the valid certificate to be attached). It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time. Failure to submit will be an automatic disqualification.

ii. Reservations

The Travel Management Company must:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. book the negotiated discounted fares and rates where possible.



- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. book parking facilities at the airports where required for the duration of the travel.
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape are **non-commissionable**, where commissions are earned for Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape bookings all these commissions should be returned to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape on a quarterly basis.



- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's instructions

iii. Air Travel

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

iv. Accommodation



- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's travel policy.
- d. In some cases departments hosting a function, negotiate with the venue service provider to allow government guests to be charged the government discounted rates, the TMC must verify if this is the case and book accordingly.
- e. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape travellers may only stay at accommodation establishments with which Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape.
- f. Accommodation vouchers must be issued to all Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape travellers for accommodation bookings and must be invoiced to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.



v. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.
- h. Cancellation of car rental and shuttle bookings must be done promptly to guard against no show and late cancellation fees.

vi. After Hours and Emergency Services

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



- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

d. Communication

- i. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape.
- ii. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- iii. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

e. Financial Management

- i. The TMC must implement the rates negotiated by Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape as well as any other government department with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- ii. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape for payment within the agreed time period.
- iii. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- iv. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape for the services rendered.



- v. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- vi. Consolidate Travel Supplier bill-back invoices.
- vii. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- viii. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- ix. Ensure Travel Supplier accounts are settled timeously.

f. Technology, Management Information and Reporting

- i. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- ii. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- iii. All management information and data input must be accurate.
- iv. The TMC will be required to provide the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- v. Reports must be accurate and be provided as per Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's specific requirements at the agreed time. Information must be available on a transactional



level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

- vi. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape may request the TMC to provide additional management reports.
- vii. Reports must be available in an electronic format for example Microsoft Excel.
- viii. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

1. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

2. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

- ix. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.



g. Account Management

- i. An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- ii. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's account.
- iii. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- iv. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- v. Ensure that the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's Travel Policy is enforced.
- vi. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- vii. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- viii. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

h. Value Added Services

The TMC must provide the following value added services:

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



- ii. Electronic voucher retrieval via web and smart phones;
- iii. SMS notifications for travel confirmations;
- iv. Travel audits;
- v. Global Travel Risk Management;
- vi. VIP services for Executives that include, but is not limited to check-in support.

i. Cost Management

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

j. Quarterly and Annual Travel Reviews

- i. Quarterly reviews are required to be presented by the Travel Management Company on all Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape travel activity in the previous three-month period. These reviews are comprehensive and presented to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- ii. Annual Reviews are also required to be presented to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's Senior Executives.



- iii. These Travel Reviews will include without limitation the following information
 - 1. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

k. Office Management

- i. The TMC to ensure high quality service to be delivered at all times to the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's travellers. The TMC is required to provide Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape with highly skilled and qualified human resources of the following roles but not limited to:
 - a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - g. Strategic Account Manager (per hour)
 - h. System Administrator (General Admin)

15. PRICING MODEL

Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape requires bidders to propose a transactional fee model

Transaction Fees

Refer Annexure A3: Pricing Schedule

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



- ii. The Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape requires prospective bidders to bid on a wholly traditional booking service.

NB: The Department of Cooperative Governance, Human Settlements & Traditional Affairs will negotiate with the Service Providers for a maximum of up to 8% price escalation in the subsequent years of the contract.

b. Volume driven incentives

- i. It is important for bidders to note the following when determining the pricing:
 - i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
 - ii. No override commissions earned through Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reservations will be paid to the TMCs;
 - iii. An open book policy will apply and any commissions earned through the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape volumes will be reimbursed to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape.
 - iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

16. EVALUATION AND SELECTION CRITERIA

Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:



Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

a. Gate 0: Pre-qualification Criteria

Without limiting the generality of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.



Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	YES	<ul style="list-style-type: none"> i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	YES	<ul style="list-style-type: none"> 1. Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. 2. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope



b. Gate 1: Technical Evaluation Criteria = 100 points

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Functionality evaluation points will be 100
- ii. Bidders are expected to achieve a minimum of 70 for functionality for the bid to be considered for further evaluation stage

As part of due diligence, Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's sole discretion.

The Bidder's information will be scored according to the following functionality criteria weights:

EVALUATION CRITERIA	WEIGHT
Methodology: <ul style="list-style-type: none">➤ Refer to Annexure A2 for detail.	35
Account management: <ul style="list-style-type: none">➤ Refer to Annexure A2 for detail.	20
Company experience: <ul style="list-style-type: none">➤ Refer to Annexure A2 for detail.	15
ASATA membership: <ul style="list-style-type: none">➤ Provide proof of such membership.	5
Value added services: <ul style="list-style-type: none">➤ Provide information on any value-added services your company can offer.	5
Locality: <ul style="list-style-type: none">➤ Indicate and provide proof if your company has a local office within the Northern Cape.	10
Women/Youth/Disability ownership: <ul style="list-style-type: none">➤ Any company that has over 50 + 1 to 100% of women/youth/disability ownership will get 10 points➤ If less 50% up until 10% get 5 points➤ If less than 10% to zero % gets zero points	10



c. Gate 2: Price and BBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBEE. Price and BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

1. Stage 1 – Price Evaluation (80 Points)

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

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

Where

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

2. Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:



B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate or Sworn Affidavit

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.



The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

c. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

- NB: This bid is not subjected to sub-contracting, as it is impractical, however,

The following is an extract from the PPPFA Act:

11(8) “A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer 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 tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.”

11(9) “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.”

3. Stage 3 (80 + 20 = 100 points)

The Price and BBBEE points will be consolidated.

17. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape is prepared to enter into a contract with the successful Bidder(s).



- b. The bidder submitting the General Conditions of Contract to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape together with its bid, duly signed by an authorised representative of the bidder.

18. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

19. SERVICE LEVEL AGREEMENT

- a. Upon award Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape, more or less in the format of the draft Service Level Indicators included in this tender pack.
- b. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- c. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape or pose a risk to the organisation.

20. SPECIAL CONDITIONS OF THIS BID



Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reserves the right:

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

21. **Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape REQUIRES BIDDER(S) TO DECLARE**

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

- a. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;



- c. Act with circumspection and treat Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;



- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Cooperative Governance, Human Settlements



& Traditional Affairs: Northern Cape against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape and the bidder for the provision

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

24. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

25. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape harmless from any and all such costs which Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape may incur and for any damages or losses Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape may suffer.

26. PRECEDENCE

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

27. LIMITATION OF LIABILITY



A bidder participates in this bid process entirely at its own risk and cost. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

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



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

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

32. **CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape remain proprietary to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape and must be promptly returned to Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.



**33. Department of Cooperative Governance, Human Settlements & Traditional Affairs:
Northern Cape PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (PO 01/11/2020), the Department of Cooperative Governance, Human Settlements & Traditional Affairs: Northern Cape may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.