



<b>BID NO:</b>	WCGRB 022425
<b>BID DESCRIPTION:</b>	TRAVEL MANAGEMENT SERVICES
<b>ADVERTISED DATE:</b>	15 OCTOBER 2024
<b>CLOSING DATE:</b>	5 NOVEMBER 2024
<b>VALIDITY PERIOD:</b>	60 DAYS (Calculated from Closing Date)

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## PART A INVITATION TO BID

### ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE GAMBLING AND RACING BOARD					
BID NUMBER:	WCGRB 022425	CLOSING DATE:	5 NOVEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	TRAVEL MANAGEMENT SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
24 FAIRWAY CLOSE					
PAROW					
7500					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zoe Siwa		CONTACT PERSON	Zoe Siwa	
TELEPHONE NUMBER	021 480 7400		TELEPHONE NUMBER	021 480 7400	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	zoe@wcgrb.co.za		E-MAIL ADDRESS	zoe@wcgrb.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>AND</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....



## TERMS OF REFERENCE

### 1. PURPOSE

- 1.1 The objective of this bid is to invite suitable and qualified service providers to submit proposals for the provision of travel management services for a period of three (3) years. This bid seeks to conclude a contract with a travel agency capable of handling arrangements, which include flight, accommodation, shuttle, vehicle hire and venue booking arrangements for the Western Cape Gambling and Racing Board (“WCGRB”) staff and stakeholders.
- 1.2 The Western Cape Gambling and Racing Board (“the Board”) (WCGRB) which commenced its formal functioning in August 1997, is a statutory body charged with the licensing and regulation of the gambling industry in the Western Cape.
- 1.3 The Board exercises its duties in terms of the Western Cape Gambling and Racing Act 4 of 1996 (“the Act”) and is a public entity as listed in Schedule 3 Part C of the Public Finance Management Act (PFMA).

### 2. LEGISLATIVE FRAMEWORK OF THE BID

#### 2.1 Tax Legislation

- a. Bidder(s) must be compliant when submitting a proposal to WCGRB 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).
- b. 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 (evidence of such arrangements must accompany this bid).
- c. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- d. 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.
- e. Bidders are required to be registered on the Central Supplier Database and the WCGRB shall verify the bidder’s tax compliance status through the Central Supplier Database except in the case of where arrangements have been made with SARS as depicted in 3.1(b) above.
- f. 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.

## 2.2 Procurement Legislation

- a. The WCGRB 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), the Preferential Procurement Regulations 2022 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

## 2.3 Technical Legislation and/or Standards

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

## 3. TIMELINE OF THE BID PROCESS

- 3.1 The period of validity of tender and the withdrawal of offers, after the closing date and time is 60 days. The project timeframes of this bid are set out below:

ACTIVITY	DUE DATE
Advertisement of bid on Government e-Tender portal and WCGRB website	15 October 2024
Bid closing date	Tuesday, 5 November 2024
Bid closing time	11H00 (11am)
Compulsory briefing session	No briefing session.
Contract duration	Three (3) years

- 3.2 All dates and times in this bid are South African standard time.
- 3.3 Any time or date in this bid is subject to change at the Board's discretion. The establishment of a time or date in this bid does not create an obligation on the part of WCGRB 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.
- 3.4 The bidder accepts that, if the Board extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 4. CONTACT AND COMMUNICATION

- 4.1 A nominated official of the bidder(s) can make enquiries in writing, to the delegated official, Zoe Siwa via email at [zoe@wcgrb.co.za](mailto:zoe@wcgrb.co.za).
- 4.2 The delegated official of WCGRB may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 4.3 Any communication to an official or a person acting in an advisory capacity for WCGRB in respect of the bid between the closing date and the award of the bid by the Bidder(s) is prohibited.

- 4.4 All communication between the Bidder(s) and WCGRB must be done in writing and forwarded to [zoe@wcgrb.co.za](mailto:zoe@wcgrb.co.za).
- 4.5 Whilst all due care has been taken in connection with the preparation of this bid, WCGRB 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. WCGRB, and its employees/ officials and advisors will not be liable with respect to any information communicated, which may not be accurate, current or complete.
- 4.6 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 WCGRB (other than minor clerical matters), the Bidder(s) must promptly notify WCGRB in writing of such discrepancy, ambiguity, error or inconsistency in order to afford WCGRB an opportunity to consider what corrective action is necessary (if any).
- 4.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by WCGRB will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 4.8 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.

## **5. LATE BIDS**

- 5.1 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).

## **6. COUNTER CONDITIONS**

- 6.1 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.

## **7. FRONTING**

- 7.1 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.
- 7.2 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 WCGRB may have against the Bidder / contractor concerned.

## **8. SUPPLIER DUE DILIGENCE**

- 8.1 WCGRB 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.

## **9. PRESENTATION / DEMONSTRATION**

- 9.1 WCGRB reserves the right to request presentations/demonstrations from the short-listed bidders as part of the bid evaluation process.

## **10. SCOPE OF WORK**

### **10.1 GENERAL**

- 1) The appointed service provider will be required to coordinate domestic and international travel and accommodation arrangements as and when required by the Board.
- 2) The contracted services will be provided to all travelers travelling on behalf of the WCGRB. This will include employees and contractors, consultants and clients where the agreement is that WCGRB is responsible for the arrangement and cost of travel.
- 3) The Travel Management Company (TMC) will make all reservations in line with the Board's Travel Policy.
- 4) The TMC must ensure that the final selection of flights, accommodation and other services is authorised prior to the issuing of air tickets, vouchers and other travel documentation.
- 5) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account.
- 6) The TMC will manage the third party service providers including service failure and complaints against these service providers.
- 7) The appointed TMC will be expected to provide travel services from 7h30 to 16h30 during working days; in addition, the TMC shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel services are required.
- 8) The official travel requirements for the Board shall be afforded the highest priority which is timely and effective processing within 24 hours of request, where possible.

## 10.2 RESERVATIONS

- 1) The TMC will always endeavor to make the most cost effective travel arrangements while taking the convenience of the Traveler into consideration.
- 2) The TMC must have a full understanding of all the destinations and routings to be able to advise the WCGRB of alternative plans that are most cost effective and more convenient where necessary.
- 3) A minimum of three (3) quotations must be obtained for all travel requests where the routing or destination permits.
- 4) The TMC will book the negotiated discounted fares and rates (where applicable) at all times unless better rates are sources in which case a more competitive rate may be used.
- 5) The TMC will respond to and process all requests, changes and cancellations timeously and accurately.
- 6) The TMC will advise the Traveler of all visa and inoculation requirements well in advance.
- 7) The TMC shall only act on duly approved travel requests for official travel submitted by the responsible staff of the Board.

## 10.3 AIR TRAVEL

- 1) The TMC must be able to book full service airlines as well as low cost carriers.
- 2) The TMC should obtain at least three (3) quotations where applicable to present the most cost effective and practical routing to the Traveler.
- 3) The TMC will be responsible for the tracking and management of unused e-tickets.
- 4) The TMC must utilize government codes assigned to the Board through negotiations facilitated by National Treasury, where applicable.
- 5) The TMC shall accurately advise the Board of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- 6) The TMC must ensure that all travelling staff has the relevant travel documents for their journeys sufficiently before departure.
- 7) Visa applications will not the responsibility of the TMC; however the relevant information should be supplied to the traveler(s) where visas will be required.
- 8) Air tickets shall be issued only for airlines/airline companies who are duly licensed for domestic/international air travel, for example, the International Air Transportation Association (IATA).

- 9) In case of changes occurring to the original travel arrangements, the Office of the Board is to liaise with the Travel consultant and make necessary arrangements, with the provision that such changes are duly approved.

#### **10.4 ACCOMMODATION**

- 1) The TMC will obtain at least three (3) quotations within the maximum allowable rate matrix as per the instruction of the National Treasury.
- 2) The TMC will obtain three quotations from accommodation establishments taking the maximum allowable rate, the proximity of the establishment in relation to the place of business and the convenience of the Traveler into account.
- 3) The TMC must ensure that the selected accommodation meets both minimum functional standards and corporate quality requirements.

#### **10.5 CAR RENTAL AND SHUTTLE SERVICES**

- 1) The TMC will book the approved category vehicle in accordance with the Travel Policy with a car rental service provider.
- 2) For international travel the TMC will offer alternative ground transportation to the Traveler that includes rail, buses and transfers. If car rental is the best option, the category of vehicle will be similar to what is permitted for domestic travel.
- 3) The TMC will book transfers (shuttle services) in line with the Travel Policy. Transfers can also include bus and coach services.

#### **10.6 AFTER HOURS AND EMERGENCY SERVICES**

- 1) The TMC should be available to assist Travelers with after hours and emergency reservations and changes to travel plans.
- 2) After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.

#### **10.7 VENUES FOR MEETINGS/ TRAINING/ WORKSHOPS, ETC.**

- 1) The TMC must be able to facilitate group bookings (e.g. venues for meetings, training, workshops, conferences, awareness progress, etc.) based on the Board's requirements.

#### **10.8 COMMUNICATION**

- 1) The TMC must establish communication with all the stakeholders that include the Travelers, Travel Bookers, service providers and the Board's finance department.

## 10.9 FINANCIAL MANAGEMENT

- 1) The TMC must implement the rates negotiated by National Treasury with travel service providers where applicable.
- 2) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to the WCGRB for payment within the agreed time period.
- 3) The pre-payments required by certain establishments will be processed by the TMC.
- 4) The TMC will settle the Travel service providers' accounts within the agreed payment terms between the two parties.

## 10.10 ACCOUNT MANAGEMENT

- 1) The TMC must appoint an Account or Business Manager that is ultimately responsible for the management of the WCGRB account.
- 2) The necessary processes should be implemented to ensure good quality management and ensuring Traveler satisfaction at all times.

## 10.11 VALUE ADDED SERVICES

- 1) The TMC must also provide the following value added services: Destination information for regional and international destinations (Health warnings (vaccinations, etc.); Visa information; Travel alerts, etc.
- 2) Supplier updates;
- 3) SMS notifications for travel confirmations, where applicable.

## 10.12 SUPPORT SERVICES:

The WCGRB has the following requirements must be met by the appointed TMC:

- 1) All air travel tickets, accommodation vouchers, vehicle and shuttle booking confirmations will be timeously delivered/e-mailed to the WCGRB through the relevant staff. Only in exceptional cases and where prior agreement is in place with the WCGRB, may travel arrangements be requested/collected or received by any other person not directly employed by the WCGRB.
- 2) The TMC must allocate a sufficient number of staff to manage this account which includes consultants, administrative and payment personnel as well as overall management.
- 3) The WCGRB requires a 24-hour service where emergencies occur and where the direct involvement of the TMC is necessary to resolve any issues concerning air travel, vehicle

rental/shuttle service and accommodation arrangements. A contactable mobile number (or numbers) should be provided for this purpose.

- 4) Once the bid has been awarded, the WCGRB will provide the relevant policies, information and budget that must be adhered to and which will stipulate the minimum requirements and standards pertaining to the expected service delivery.
- 5) The TCM must provide a comprehensive travel service and shall avoid a situation where parts of the requirements of the WCGRB should be fulfilled by a sub-contractor of the TMC where the WCGRB will be liable for additional/extra service/management fees.
- 6) The TMC must take overall responsibility to confirm all bookings, air travel, shuttle services, vehicle rentals, accommodation bookings, etc. and ensure that payment has been made and that confirmation thereof is communicated to the WCGRB timeously prior to the date of any such booking.
- 7) The TMC must communicate emergency/short notice changes with regards to flights, accommodation, land transportation, etc. effectively and as soon as possible to avoid the WCGRB travellers being stranded without being informed of the relevant changes in advance.
- 8) The TMC must provide a dedicated contact person(s) for the WCGRB arrangements.
- 9) The TMC must ensure correct referencing of transactions to reconcile it with the WCGRB's travel authorizations reference numbers.

## 11. SUBMISSION OF PROPOSALS

- 11.1 Bid documents may either be placed in the tender box (located on the front porch of 24 Fairway Close, Parow, 7500) **OR** hand-delivered at 24 Fairway Close, Parow, 7500 (Office Hours: 07H00 until 15H00 from Monday to Friday) **OR** couriered to 24 Fairway Close, Parow, 7500.
- 11.2 Bid documents will only be considered if received by WCGRB by the closing date and time, regardless of the method used to send or deliver such documents to WCGRB.
- 11.3 Bidders are requested to initial each page of the tender document on the top right hand corner.
- 11.4 To facilitate the evaluation process, all proposals must reflect the following information. Failure to supply all or any part of the requested information **MAY RESULT** in a proposal being excluded from the evaluation process. Tender submission should follow the two-envelope system.
- 11.5 Three (3) copies of the proposal (**ENVELOPE A PLUS ENVELOPE B**) must be submitted in the following format:

## ENVELOPE "A" REQUIREMENTS:

11.6 **ENVELOPE A** must only include the following information:

a. **SECTION 1: The following documents must accompany the bid documents:**

- (i) Company registration documentation
- (ii) Completed and duly signed Standard Bid Documents:
  - (a) Duly completed WCBD 1 (Invitation to Bid) clearly indicating the mandatory Central Supplier Database (CSD) registration number; the Western Cape Supplier Evidence Bank (WCSEB) registration number (if applicable); and the Tax Compliance Status (TCS) Pin;
  - (b) Tax Compliance Status Report (if available);
  - (c) Duly completed and valid WCBD 4 (Declaration of interests, Bidders past SCM Practices and Independent bid determination);
  - (d) Duly Completed and valid WCBD 6.1 (Preference points claim form);
  - (e) Duly completed and signed WCBD 7.1 (Contract form) (successful bidder); and
  - (f) General Conditions of Contract (for information purposes)
- (iii) Valid B-BBEE Certificate **OR** Sworn Affidavit (Failure to submit the document will not result in disqualification but no points will be allocated)
- (iv) Any other relevant statutory certification as specified in the Terms of Reference.

b. **SECTION 2:** Covering letter of the service provider.

**THE INFORMATION REQUIRED IN SECTIONS 3 – 8 WILL BE UTILISED TO EVALUATE THE BIDDER'S CAPABILITY TO EXECUTIVE THE TRAVEL MANAGEMENT SERVICES.**

c. **SECTION 3:** Bidder's number of years' experience in the travel industry

d. **SECTION 4:** Membership to professional travel association

e. **SECTION 5:** Contactable references

f. **SECTION 6:** The account management experience of the account manager

g. **SECTION 7:** Relevant qualifications of the account manager

h. **SECTION 8:** Execution Plan (Proposal)

## ENVELOPE B REQUIREMENTS:

11.7 **ENVELOPE B** must only include the following information:

- a. **Section 1:** Detailed Budget Breakdown (inclusive of VAT) aligned to WCBD 3.3 – Pricing Schedule.

## EVALATION CRITERIA:

### 12. EVALUATION CRITERIA

12.1 The evaluation criteria will be in line with the Preferential Policy Framework Act and the Preferential Procurement Regulations, 2022.

12.2 Evaluation of bids will be based on the 80 / 20 preferential point system wherein 80 represents price for the lowest bid and the 20 the B-BBEE status level of the contribution.

12.3 A three-stage evaluation process will be followed, that is:

- a. **ADMINISTRATIVE COMPLIANCE (Stage 1)**
- b. **FUNCTIONALITY (Stage 2) and;**
- c. **PRICE AND B-BBEE (Stage 3).**

**NB: BIDDERS WHO DO NOT MEET THE MINIMUM REQUIREMENTS IN EACH STAGE WILL NOT PROCEED TO THE NEXT STAGES.**

12.4 The bid which achieves the highest total points out of 100 after evaluation on Price and B-BBEE will be recommended for appointment as the preferred successful bidder.

#### **STAGE 1: ADMINISTRATIVE COMPLIANCE:**

12.5 Bidders will be evaluated on information submitted as per section 11.6 (Section 1).

**STAGE 2: FUNCTIONALITY**

12.6 The functional/technical criteria utilised to test the capability of service providers are set out in the table below. Technical functionality will be evaluated against the following detailed requirements:

12.7 The following is the weighting awarded for each element, and the threshold score where applicable:

<b>Evaluation element</b>	<b>Weighting</b>	<b>Threshold score to proceed to Stage 3.</b>
Technical proposal (Functionality)	100	70 Points

<b>TECHNICAL EVALUATION CRITERIA</b>
<p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>• Functionality will be evaluated in six (6) sections.</li> <li>• Each of the sections has an individual score, totaling to 100.</li> <li>• The six sections are as follows               <ul style="list-style-type: none"> <li>○ <b>Section A:</b> Bidder’s number of years’ experience in the travel industry <b>(10 points)</b></li> <li>○ <b>Section B:</b> Membership to professional travel association <b>(5 points)</b></li> <li>○ <b>Section C:</b> Contactable references <b>(15 points)</b></li> <li>○ <b>Section D:</b> The account management experience of the account manager <b>(10 points)</b></li> <li>○ <b>Section E:</b> Relevant qualifications of the account manager <b>(10 points)</b></li> <li>○ <b>Section F:</b> Execution Plan (Proposal) <b>(50 points)</b></li> </ul> </li> <li>• Bidders are required to obtain at least 70 points to be considered for further evaluation in respect of Price and B-BBEE.</li> </ul>

<b>No</b>	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A</b>	<p><b>BIDDER’S NUMBER OF YEARS’ EXPERIENCE IN THE TRAVEL INDUSTRY.</b></p> <p>Please provide a company profile that includes organogram and staffing profile.</p> <p><b>Point allocation:</b></p> <ul style="list-style-type: none"> <li>• 3 years’ experience (3 points)</li> <li>• 4 – 6 years’ experience (7 points)</li> <li>• 7 years’ experience and above (10 points)</li> </ul>	10
<b>B</b>	<p><b>MEMBERSHIP TO PROFESSIONAL TRAVEL ASSOCIATION, FOR EXAMPLE – ASSOCIATION OF SOUTHERN AFRICA TRAVEL AGENTS</b></p> <p>Bidders to provide domestic and/or international affiliations.</p> <p><b>Point allocation:</b></p> <ul style="list-style-type: none"> <li>• Membership to professional travel association (5 points)</li> <li>• No membership to professional travel association (0 points)</li> </ul>	5

No	Evaluation Criteria	Weight
C	<p data-bbox="280 237 715 271"><b>CONTACTABLE REFERENCES</b></p> <p data-bbox="280 320 1326 465">A proven track record of the service provider substantiated by at least three (3) <b>reference letters</b> for which similar services have been provided during the last five (5) years. The reference letters must include the following information for each project undertaken:</p> <ol data-bbox="280 510 826 696" style="list-style-type: none"> <li>1. Entity name;</li> <li>2. Contact name and telephone number;</li> <li>3. Date when service was rendered;</li> <li>4. Description of service;</li> <li>5. Duration of project.</li> </ol> <p data-bbox="280 741 1326 813">The reference letters must be on the letterhead of the entity providing the reference. <b>A list of references will not be accepted.</b></p> <p data-bbox="280 857 1326 929">If more than three (3) letters are provided; the first three (3) letters will be considered.</p> <p data-bbox="280 974 512 1008"><b><u>Point allocation:</u></b></p> <ul data-bbox="280 1014 715 1131" style="list-style-type: none"> <li>• 1 reference letter (5 points)</li> <li>• 2 reference letters (10 points)</li> <li>• 3 reference letters (15 points)</li> </ul>	15
D	<p data-bbox="280 1171 1326 1243"><b>THE ACCOUNT MANAGEMENT EXPERIENCE OF THE DEDICATED ACCOUNT MANAGER</b></p> <p data-bbox="280 1288 1326 1359"><b>Note to bidders:</b> Please provide the Curriculum Vitae of the dedicated Account and/or Business Manager.</p> <p data-bbox="280 1404 512 1438"><b><u>Point allocation:</u></b></p> <ul data-bbox="280 1444 874 1561" style="list-style-type: none"> <li>• 1 – 3 years' experience (3 points)</li> <li>• 4 – 5 years' experience (7 points)</li> <li>• More than 5 years' experience (10 points)</li> </ul>	10
E	<p data-bbox="280 1599 1326 1632"><b>RELEVANT QUALIFICATIONS OF THE DEDICATED ACCOUNT MANAGER:</b></p> <p data-bbox="280 1666 1326 1776">Please provide <u>certified copies</u> of the qualifications of the dedicated account/business manager. If certified copies are not submitted, no points will be awarded under this sections.</p> <p data-bbox="280 1809 512 1843"><b><u>Point allocation:</u></b></p> <ul data-bbox="280 1850 1326 2004" style="list-style-type: none"> <li>• Diploma with relevant subjects (travel and tourism, hospitality, Logistics Management, etc.) (3 points)</li> <li>• National Diploma or Degree with relevant subjects (7 points)</li> <li>• Honours and above with relevant subjects (10 points)</li> </ul>	10

No	Evaluation Criteria	Weight
F	<p data-bbox="280 237 735 271"><b>EXECUTION PLAN (PROPOSAL)</b></p> <p data-bbox="280 315 1334 461">Bidders are required to provide a detailed project execution plan in respect of all the WCGRB's requirements as outlined in Section 10 – Scope of Work under the following headings, relative to how the bidder will execute the required activities/functions as required by the WCGRB.</p> <p data-bbox="280 506 584 539"><b><u>NOTES TO BIDDERS:</u></b></p> <ul data-bbox="280 551 1334 1088" style="list-style-type: none"> <li data-bbox="280 551 1334 775">• <b>BIDDERS TO NOTE THAT THE SUB-SECTIONS BELOW WILL BE SCORED INDIVIDUALLY, FOR EXAMPLE, 10 POINTS ARE AVAILABLE FOR THE TRAVEL AGENT'S PROCEDURES IN RESPECT OF DOMESTIC RESERVATIONS. IF FOR EXAMPLE, THE BIDDER DOES NOT ADDRESS ITS PROCESSES FOR DOMESTIC RESERVATIONS, 0 POINTS WILL BE ALLOCATED FOR THIS SPECIFIC SECTION.</b></li> <li data-bbox="280 819 1334 931">• <b>BIDDERS ARE REQUIRED TO <u>ADDRESS SECTIONS 1 – 6 UNDER ITS OWN INDIVIDUAL HEADING</u> TO ENABLE THE OFFICE OF THE BOARD TO SCORE EACH SECTION PROPERLY.</b></li> <li data-bbox="280 976 1334 1088">• <b>BIDDERS ARE RESPONSIBLE FOR SUBMITTING THE BID PROPOSAL IN THE REQUIRED FORMAT, ENABLING THE OFFICE OF THE BOARD TO ACCURATELY SCORE EACH SECTION BELOW.</b></li> </ul> <p data-bbox="280 1133 1270 1245"><b>1) DOMESTIC RESERVATIONS: MANAGE ALL RESERVATIONS/ BOOKINGS, GROUP BOOKING AND AIRLINE RESERVATIONS – 10 POINTS</b></p> <ul data-bbox="328 1256 1334 1917" style="list-style-type: none"> <li data-bbox="328 1256 1334 1323">• Describe how all travel reservations/bookings are handled e.g. hotel (accommodation); rental cars, flights, etc.</li> <li data-bbox="328 1335 1334 1368">• Describe the booking system in use by the bidder.</li> <li data-bbox="328 1379 1334 1480">• Describe your capabilities for handling group bookings for travelling. Please specify if these bookings will be done by the service provider or outsourced.</li> <li data-bbox="328 1491 1334 1559">• Describe the management of data and information, such as traveler profiles, etc.</li> <li data-bbox="328 1570 1334 1760">• Describe in detail the process of booking the most cost-effective and practical route for a traveler. This will include, without limitation, the refund process and how the bidder will manage unused non-refundable airline tickets, the bidder's ability to secure value-added airline services for travelers.</li> <li data-bbox="328 1771 1334 1917">• Describe how you will ensure that travel bookers are informed of the travel arrangements, as well as your communication process where the traveler, the WCGRB and TMC will be linked in one smooth continuous workflow.</li> </ul>	50

No	Evaluation Criteria	Weight
	<p><b>2) INTERNATIONAL RESERVATIONS – 10 POINTS</b></p> <ul style="list-style-type: none"> <li>• Describe how travel reservations/bookings for hotel and flights are handled (for example, if this is facilitated by the travel agent self or another party);</li> <li>• Describe the booking system in use by the bidder, if any.</li> <li>• Describe in detail the process of booking the most cost-effective and practical route for a traveler. This will include, without limitation, the refund process and how the bidder will manage unused non-refundable airline tickets, the bidder’s ability to secure value-added airline services for travelers.</li> <li>• Describe how you will ensure that travel bookers are informed of the travel arrangements, as well as your communication process where the traveler, the WCGRB and TMC will be linked in one smooth continuous workflow.</li> <li>• Bidders are required to provide information in respect of the dispute process where a third party is used to make international bookings.</li> </ul> <p><b>3) GROUP BOOKINGS: VENUES FOR MEETINGS / TRAINING / WORKSHOPS / CONFERENCES, ETC. – 10 POINTS</b></p> <ul style="list-style-type: none"> <li>• Bidders must be able to facilitate group bookings for venues required for meetings, training sessions, workshops, stakeholder engagements, etc. based on the Board’s requirements.</li> <li>• The proposal should include the bidder’s ability to arrange venues for meetings/ training sessions/ workshops, etc. based on the Board’s requirements. The proposal should include the process to be followed, including obtaining three quotations.</li> </ul> <p><b>4) ACCOUNT MANAGEMENT – 10 POINTS</b></p> <ul style="list-style-type: none"> <li>• Current quality control procedures/processes the bidder have in place to ensure that clients receive consistent quality service.</li> <li>• Process flow handling queries, requests, changes and cancellations.</li> <li>• A detailed response indicating performance standards with respect to resolving service issues.</li> <li>• The bidder’s compliant handling procedure.</li> </ul> <p><b>5) FINANCIAL MANAGEMENT – 5 POINTS</b></p> <ul style="list-style-type: none"> <li>• Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, and the timely provision of invoices to the WCGRB.</li> <li>• Describe how pre-payments will be handled when required.</li> <li>• Describe how the 30-day bill-back accounting facility will be managed. ‘Bill back’ refers to the supplier sending the bill back to the TMC, who, in turn, invoices the WCGRB for the services rendered.</li> </ul>	

No	Evaluation Criteria	Weight																																											
	<p><b>6) AFTER-HOURS AND EMERGENCY SUPPORT – 5 POINTS</b></p> <p>The bidder must have capacity to provide a reliable and consistent after hours and emergency support/customer support to travelers. Bidders are required to provide details of after-hours support which should address the following:</p> <ul style="list-style-type: none"> <li>• How it is accessed by Travellers,</li> <li>• Where it is located, owned/outsourced, etc.</li> <li>• If the service is available 24/7/365</li> <li>• Approach in dealing with multiple incidents/crisis simultaneously and reporting of such emergencies.</li> </ul> <p><b>Point allocation:</b></p> <table border="1"> <thead> <tr> <th rowspan="2">Section</th> <th rowspan="2">Total points</th> <th colspan="3">Quality of response</th> </tr> <tr> <th>Poor</th> <th>Good</th> <th>Excellent</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>2</td> <td>5</td> <td>10</td> </tr> <tr> <td>2</td> <td>10</td> <td>2</td> <td>5</td> <td>10</td> </tr> <tr> <td>3</td> <td>10</td> <td>2</td> <td>5</td> <td>10</td> </tr> <tr> <td>4</td> <td>10</td> <td>2</td> <td>5</td> <td>10</td> </tr> <tr> <td>5</td> <td>5</td> <td>1</td> <td>3</td> <td>5</td> </tr> <tr> <td>6</td> <td>5</td> <td>1</td> <td>3</td> <td>5</td> </tr> <tr> <td></td> <td><b>50</b></td> <td><b>10</b></td> <td><b>26</b></td> <td><b>50</b></td> </tr> </tbody> </table>	Section	Total points	Quality of response			Poor	Good	Excellent	1	10	2	5	10	2	10	2	5	10	3	10	2	5	10	4	10	2	5	10	5	5	1	3	5	6	5	1	3	5		<b>50</b>	<b>10</b>	<b>26</b>	<b>50</b>	
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	<b>TOTAL POINTS FOR FUNCTIONALITY</b>	100																																											
	<b>A THRESHOLD OF 70% IS APPLICABLE</b>																																												

12.8 A bidder that fails to obtain at least 70 points will not be considered for further evaluation in respect of Price and BBEE.

### STAGE 3: PRICE AND B-BBEE

12.9 Preference Points Evaluation: As the total quotation price is estimated to be less than R50 million, the responses will be evaluated on the 80/20 preference point system, whereby the bidder obtaining the highest number of total points will be awarded the contract.

Evaluation element	Weighting
PRICE	80
BBBEE	20
<b>Total</b>	<b>100</b>

#### 12.10 PRICE EVALUATION:

- 1) A maximum of 80 points are allocated for the bid with the lowest price. Bid pricing must include 15% VAT.

- 2) If two or more bidders score equal total points in all respects, the award will be decided by drawing of lots.

#### 12.11 B-BBEE EVALUATION:

- 1) A maximum of 20 points are allocated depending on the status level of contributor of the bidder.
- 2) Sworn Affidavits and BEE rating certificates are applicable and scoring will be done as per BBBEE Status Level of Contributor stipulated in 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

- 3) B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:
  - a) A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and
  - b) B-BBEE Certificate or Sworn Affidavit.

#### 12.12 Joint Ventures, Consortiums and Trusts

- 1) 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.
- 2) 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.
- 3) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. WCGRB will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 4) 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.

### 13. PRICING MODEL

13.1 Bidders must provide the service fees which will apply over a three-year period as noted in the table below. Please provide the pricing information in the same format as below. **BID PRICING (SERVICE FEES) MUST INCLUDE 15% VAT AND THE BILL-BACK FEE, WHERE APPLICABLE.**

Service Category	Fee per transaction (including VAT)	Fee per transaction (including VAT)	Fee per transaction (including VAT)	Estimated number of transactions	Estimated number of transactions	Estimated number of transactions	Total quoted price	Total quoted price	Total quoted price
	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
1) Air Travel – International				12	12	12			
2) Air Travel – Regional				16	16	16			
3) Air Travel - Domestic				40	40	40			
4) Accommodation – International				12	12	12			
5) Accommodation - Regional				16	16	16			
6) Accommodation - Domestic				120	120	120			
7) Transfers / Shuttle – International				6	6	6			
8) Transfers / Shuttle – Regional				8	8	8			
9) Transfers / Shuttle – Domestic				40	40	40			
10) Car Rental – International				10	10	10			
11) Car Rental – Regional				10	10	10			
12) Car Rental – Domestic				50	50	50			
13) Visa assistance – Provision of documents and advice				12	12	12			
14) After Hours Services				10	10	10			
15) Parking bookings				20	20	20			
<b>TOTAL QUOTED PRICE PER YEAR</b>							<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL QUOTED PRICE OVER 3-YEAR PERIOD THAT WILL BE USED FOR PRICE EVALUATION PURPOSES</b>							<b>R</b>		

**13.2 CONFERENCE/EVENT TRANSACTION FEE**

Please provide the percentage fee which will be charged for group bookings (e.g. venues for meetings, training, workshops, conferences, awareness progress, etc.) in the format below:

<b>Service Category</b>	<b>Percentage Fee</b>	<b>Comments, where applicable.</b>
1) Conference / Event Transaction Fee (as a % of the Total Cost of the event)		

**13.3 BIDDERS TO NOTE THAT THE ESTIMATED NUMBER OF TRANSACTIONS (AS PROVIDED IN PAR 13.1 ABOVE) FOR THE THREE-YEAR PERIOD ARE BASED ON ESTIMATES. THIS IS BY NO MEANS A COMMITMENT OR INDICATION OF ACTUAL NUMBER OF TRANSACTIONS WHICH WILL BE UNDERTAKEN BY THE BOARD, EITHER IN PART OR WHOLE.**

**13.4 SERVICE PROVIDERS ARE REQUIRED TO PROVIDE A SCHEDULE OF ALL OTHER SERVICES FEES (NOT INCLUDED IN THE TABLE ABOVE) WHICH WILL BE CHARGED BY THE SERVICE PROVIDER UNDER THIS BID/CONTRACT AND WHICH FEES WILL BE APPLICABLE TO ALL SERVICES TO BE CONDUCTED AS SET OUT IN SECTION 10. THESE OTHER SERVICE FEES MUST BE PROVIDED FOR THE 3-YEAR PERIOD.**

**13.5 THE BOARD IS UNABLE TO PAY SERVICE PROVIDERS FOR ANY COST ELEMENT WHICH WAS NOT SUBMITTED TO THE BOARD AS PART OF THE PRICE INFORMATION AS REQUIRED BY SECTION 13 OF THIS TERMS OF REFERENCE.**

13.6 The Board has provided bidders with a Bid Price Calculation Sheet to assist bidders in completing the pricing schedule above.

**14. TIMEFRAMES**

14.1 The duration of the contract will be for a period of three (3) years.

**15. VICARIOUS LIABILITY**

15.1 The service provider shall be held responsible for the conduct of his/her employees and the conduct of his/her sub-contractor’s employees for the full duration of the contract.

**16. ABSENCE OF OBLIGATION**

16.1 No legal or other obligation shall arise between the service provider and the WCGRB until such time both parties have signed a formal contract or service level agreement or the award has formally been accepted by the service provider.

## **17. GENERAL CONDITIONS OF CONTRACT**

- 17.1 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 WCGRB is prepared to enter into a contract with the successful Bidder(s).
  - b. The bidder submitting the General Conditions of Contract to WCGRB together with its bid, duly signed by an authorised representative of the bidder.

## **18. SERVICE LEVEL AGREEMENT**

- 18.1 The successful service provider will be required to conclude a Service Level Agreement (SLA) with the WCGRB upon award or soon after. This SLA will regulate the specific terms and conditions applicable to the services being procured by WCGRB.

## **19. CONTRACTUAL OBLIGATIONS**

- 19.1 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 19.2 The successful bidder will be subjected to performance evaluations in terms of measuring satisfactory performance. This will be discussed during feedback sessions, which will be scheduled by the Office of the Board.
- 19.3 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts. Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2014.

## **20. INTELLECTUAL PROPERTY**

- 20.1 The WCGRB will take ownership of any reports, any work and other intellectual property that will arise out of this project.

## **21. SPECIAL CONDITIONS OF THIS BID**

WCGRB reserves the right:

- 21.1 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)
- 21.2 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).
- 21.3 To accept part of a tender rather than the whole tender.

- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 To approach alternative service providers if the appointed travel agent cannot deliver on specific requests.
- 21.8 To appoint more than one contractor if deemed necessary and if in the interest of the WCGRB. The first three (3) highest point scoring bidders may, at the discretion of the Board, be appointed and utilised on a rotational basis; should the bid process yield three (3) or more responsive bids in the third phase of evaluation (awarding of points for Price and B-BBEE).

## **22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 22.1 WCGRB 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 WCGRB 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 WCGRB'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**

- 23.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that WCGRB 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.
- 23.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by WCGRB against the bidder notwithstanding the conclusion of the Service Level Agreement between WCGRB 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**

- 24.1 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 WCGRB, 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**

- 25.1 If a bidder breaches the conditions of this bid and, as a result of that breach, WCGRB 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 WCGRB harmless from any and all such costs which WCGRB may incur and for any damages or losses WCGRB may suffer.

## **26. PRECEDENCE**

- 26.1 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**

- 27.1 A bidder participates in this bid process entirely at its own risk and cost. WCGRB 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**

- 28.1 No tender shall be awarded to a bidder who is not tax compliant. WCGRB 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 Compliant Status Verification Certificate to WCGRB, or whose verification against the Central Supplier Database (CSD) proves non-compliant. WCGRB 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**

- 29.1 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. WCGRB 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**

- 30.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African 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**

- 31.1 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 WCGRB allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and WCGRB will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **32. CONFIDENTIALITY**

- 32.1 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 WCGRB's examination and evaluation of a Tender.

- 32.2 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 WCGRB remain proprietary to WCGRB and must be promptly returned to WCGRB upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 32.3 Throughout this bid process and thereafter, bidder(s) must secure WCGRB'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. WCGRB PROPRIETARY INFORMATION**

- 33.1 Bidder will on their bid cover letter make declaration that they did not have access to any WCGRB 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**

- 34.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the WCGRB 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.

### **35. PROTECTION OF PERSONAL INFORMATION**

- 35.1 A law, known as the Protection of Personal Information Act, 4 of 2013 (POPIA) provides that when one processes another's personal information, such collection, retention, dissemination and use of that person's personal information must be done in a lawful and transparent manner.
- 35.2 In order to give effect to this right, we are under a duty to provide you with a number of details pertaining to the processing of your personal information. These details are housed under the WCGRB **Processing Notices**, available and accessible on the WCGRB website, <https://www.wcgrb.co.za/notices/>, which **Processing Notices** we request you kindly download and read.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER:  .....
BID NO.: <b>WCGRB 022425</b>
CLOSING DATE: <b>5 NOVEMBER 2024</b>
CLOSING TIME: <b>11:00</b>

OFFER TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID.

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**NOTICE TO BIDDERS**

1. **BIDDERS TO NOTE THAT THE ESTIMATED NUMBER OF TRANSACTIONS (AS PROVIDED IN PAR 13.1 OF THE TERMS OF REFERENCE) FOR THE THREE-YEAR PERIOD ARE BASED ON ESTIMATES. THIS IS BY NO MEANS A COMMITMENT OR INDICATION OF ACTUAL NUMBER OF TRANSACTIONS WHICH WILL BE UNDERTAKEN BY THE BOARD, EITHER IN PART OR WHOLE.**
2. **SERVICE PROVIDERS ARE REQUIRED TO PROVIDE A SCHEDULE OF ALL OTHER SERVICES FEES (NOT INCLUDED IN THE TABLE ABOVE) WHICH WILL BE CHARGED BY THE SERVICE PROVIDER UNDER THIS BID/CONTRACT AND WHICH FEES WILL BE APPLICABLE TO ALL SERVICES TO BE CONDUCTED AS SET OUT IN SECTION 10. THESE OTHER SERVICE FEES MUST BE PROVIDED FOR THE 3-YEAR PERIOD.**
3. **THE BOARD IS UNABLE TO PAY SERVICE PROVIDERS FOR ANY COST ELEMENT WHICH WAS NOT SUBMITTED TO THE BOARD AS PART OF THE PRICE INFORMATION AS REQUIRED BY PAR 13.1 OF THIS TERMS OF REFERENCE AND THE PRICING SCHEDULE (THIS DOCUMENT).**
4. The Board has provided bidders with a Bid Price Calculation Sheet to assist bidders in completing the pricing schedule below.

1. The accompanying information must be used for the formulation of proposals. Bid pricing (service fees) must include **15% VAT AND THE BILL-BACK FEE**, where applicable.

Service Category	Fee per transaction (including VAT)	Fee per transaction (including VAT)	Fee per transaction (including VAT)	Estimated number of transactions	Estimated number of transactions	Estimated number of transactions	Total quoted price	Total quoted price	Total quoted price
	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
1) Air Travel – International				12	12	12			
2) Air Travel – Regional				16	16	16			
3) Air Travel - Domestic				40	40	40			
4) Accommodation – International				12	12	12			
5) Accommodation - Regional				16	16	16			
6) Accommodation - Domestic				120	120	120			
7) Transfers / Shuttle – International				6	6	6			
8) Transfers / Shuttle – Regional				8	8	8			
9) Transfers / Shuttle – Domestic				40	40	40			
10) Car Rental – International				10	10	10			
11) Car Rental – Regional				10	10	10			
12) Car Rental – Domestic				50	50	50			
13) Visa assistance – Provision of documents and advice				12	12	12			
14) After Hours Services				10	10	10			
15) Parking bookings				20	20	20			
<b>TOTAL QUOTED PRICE PER YEAR</b>							<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL QUOTED PRICE OVER 3-YEAR PERIOD THAT WILL BE USED FOR PRICE EVALUATION PURPOSES</b>							<b>R</b>		

2. Are the rates quoted firm for the three-year period? **YES / NO**
3. If not firm for the three-year period, provide details of the basis on which adjustments will be applied for, for example, consumer price index.

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**PRICING DECLARATION**

1. Having read through and examined the Bid Document, the General Conditions of Contracts, the Terms of Reference and all other Annexures to the Bid Document, we offer to provide travel management services to the Western Cape Gambling and Racing Board, at the above mentioned service fees (including VAT).
2. We undertake to hold this offer open for acceptance for a period of 60 days from 5 November 2024. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the WCGRB.
3. We understand that the WCGRB are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.
4. We hereby undertake, for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

**Signature**.....

**Print name of Signatory:** .....

**FOR AND ON BEHALF OF:**

**Tel No:**

**Cell No:**

**Email:**

## PROVINCIAL GOVERNMENT WESTERN CAPE

### DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

#### 6. **Definitions**

**"bid"** means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

**"Bid rigging (or collusive bidding)"** occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

***If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701***

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

**“business interest”** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

**“Controlling interest”** means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

**“Corruption”**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
  - (i) that amounts to the-
    - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
    - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
  - (ii) that amounts to-
    - (aa) the abuse of a position of authority;
    - (bb) a breach of trust; or
    - (cc) the violation of a legal duty or a set of rules;
  - (iii) designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

**“CSD”** means the Central Supplier Database maintained by National Treasury;

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**“employee”**, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

**“entity”** means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

**“entity conducting business with the Institution”** means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

**“Family member”** means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

**“intermediary”** means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

**“Institution”** means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

**“Provincial Government Western Cape (PGWC)”** means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
  - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
    - (i) resigned as an employee of the government institution or;
    - (ii) cease conducting business with an organ of state or;
    - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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 Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. 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 authorises 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.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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<b>SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>			
To enable the prospective bidder to provide evidence of past and current performance.			
<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

**C2. TABLE C**

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
<b>C3.</b>	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES	
<b>C4.</b>	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?			NO	YES	
<i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
<b>C5.</b>	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES	N/A
<b>C6.</b>	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?			NO	YES	
<b>C7.</b>	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?			NO	YES	

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**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**  
*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.*

- I, ..... hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
  - ii. that I have read understand the content of the document;
  - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
  - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
  - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
  - vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....  
**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER: .....
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER: .....
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....  
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....

.....

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*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

### 1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“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;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price” means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“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.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;

- 1.24 **“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 11 October 2013*;
- 1.25 **“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
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender  
*(delete whichever is not applicable for this tender).*
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state 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 organ of state.

### 3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

### 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4.1 POINTS AWARDED FOR PRICE

##### 4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where

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

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

## 5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 5.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \\
 & \mathbf{or} & 
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 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.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 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.

**7. BID DECLARATION**

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

**8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6**

- 8.1 B-BBEE Status Level of Contribution..... = ..... **(maximum of 20 points)**

*(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.*

**9. SUB-CONTRACTING**

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

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%

- (ii) the name of the sub-contractor? .....

- (iii) the B-BBEE status level of the sub-contractor? .....

- (iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

## 10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

### 10.4 TYPE OF COMPANY/ FIRM

- Partnership/ Joint Venture/ Consortium
- One-person business/ sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
  - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted 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.
- (f) The purchaser may, in addition to any other remedy it may have –
  - (i) disqualify the person from the bidding process;
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (iii) 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; and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

.....

**WITNESSES:**

1. ....

2. ....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES**

**THIS FORM MUST BE FILLED 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 FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works /services 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 compliance status;
    - 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 2022 and in terms of the Western Cape Governments interim strategy as it relates to preference points [WCBD 6.1];
    - Declaration of Interest; Declaration of bidder's past SCM practices and Certificate of Independent Bid Determination [WCBD 4];
    - 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 price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) 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 fulfillment 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:	.....

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

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

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

**8. Inspections,  
tests and  
analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

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

**28. Limitation of liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation Programme (NIP)**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## List of returnable documents

Document Description	Please tick if enclosed
Signed Invitation to Bid (WCBD 1)	
<b>Envelope A</b> Requirements	
<b>Envelope B</b> Requirements	
Pricing Schedule (WCBD 3.3)	
Declaration of Interest, Bidders Past SCM Practices and Independent Bid Determination (WCBD 4)	
Preference Point Claim Form (WCBD 6.1)	
Contract Form (WCBD7.1 – Part 1)	