

OVG (04) (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER OFFICE OF THE VALUER GENERAL (OVG) WITH TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

THERE WILL BE A **COMPULSORY BRIEFING SESSION** AS FOLLOWS:

DATE: **TUESDAY, 05 DECEMBER 2023**

TIME: 11:00

LOCATION: MICROSOFT TEAMS

HYPERLINK: [Click here to join the meeting](#)

Meeting ID: 375 867 658 000

Passcode: J6VhCC

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

OFFICE OF THE VALUER-GENERAL (OVG)

Praetor Forum Building

3rd Floor, 267 Lilian Ngoyi Street

Pretoria

0001

[GPS Coordinates](#)

CLOSING DATE: THURSDAY, 14 DECEMBER 2023 AT 11:00

ENQUIRIES PLEASE CONTACT:

Overall general technical and supply chain management enquiries should be addressed to the following officials:

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Ms. Kehilwe Seatlholo	Kehilwe.Seatlholo@ovg.org.za 071 604 0399
2	Office of the Valuer-General	Mr. Gobusamang Sekwale	Gobusamang.Sekwale@ovg.org.za/ 060 535 5769



**OFFICE OF THE
VALUER-GENERAL**

OFFICE OF THE VALUER-GENERAL

267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001
Private Bag X 812, Pretoria, 0001

www.ovg.org.za

YOU ARE HEREBY INVITED TO BID TO THE OFFICE OF THE VALUER GENERAL

BID NO: OVG (03) 2023/2024 **CLOSING TIME:** 11:00 **CLOSING DATE:** THURSDAY, 28
SEPTEMBER 2023

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find:

2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity	..... Page 3 – 4
2.2 Invitation to Bid – SBD 1	..... Page 5 – 6
2.3 Pricing Schedule (Services) – SBD 3.3	..... Page 7 - 8
2.4 Declaration of Interest – SBD 4	..... Page 9 - 11
2.5 Preference Points Claim Form – SBD 6.1	..... Page 12 - 16
2.8 OVG Supplier Maintenance (Bank Details) Form	.....Page 17 - 18
2.9 Terms of Reference	..... Page 19 - 52
2.10 General Conditions of Contract (GCC)	..... Page 53 – 67

3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, to decide whether the price quoted is fair and reasonable.

3.1.1 The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

**Bid proposals must be deposited into the Tender/ Bid Box situated at the Reception Area at the physical address: OFFICE OF THE VALUER-GENERAL
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001**

by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered

By participating in this bid, you are accepting to have your Personal Information published on the websites (OVG/National Treasury) for purposes of enhancing compliance, monitoring, and improving transparency and accountability within Supply Chain Management.

Yours faithfully

SUPPLY CHAIN MANAGEMENT (SCM)

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.	.....
2.	.....
Signature of person authorised to sign the tender:	
Date:	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)					
BID NUMBER:	OVG (04) 2023/2024	CLOSING DATE:	14 DECEMBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER OFFICE OF THE VALUER GENERAL (OVG) WITH TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: GPS Coordinates					
OFFICE OF THE VALUER-GENERAL (OVG)					
267 Praetor Building, 3 rd Floor, Cnr Pretorius and Lilian Ngoyi Street					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GISekwale/ Ms K Seatlholo		CONTACT PERSON	Mr GISekwale/ Ms K Seatlholo	
TELEPHONE NUMBER	060 535 5769/ 071 604 0399		TELEPHONE NUMBER	060 535 5769/ 071 604 0399	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Gobusamang.sekwale@ovg.org.za / Kehilwe.Seatlholo@ovg.org.za		E-MAIL ADDRESS	Gobusamang.sekwale@ovg.org.za / Kehilwe.Seatlholo@ovg.org.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:		OR	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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO 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, 2017, 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 (SBD7).
1.5.	By participating in this bid, you are accepting to have your Personal Information published on the websites (OVG/National Treasury) for purposes of enhancing compliance, monitoring, and improving transparency and accountability within Supply Chain Management.
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 VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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:

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER OFFICE OF THE VALUER GENERAL (OVG) WITH TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

PRICING SCHEDULE [SBD 3.3]

(Professional Services)

NAME OF BIDDER:		
BID NO.: OVG (04) 2023/2024	CLOSING DATE: 14 December 2023	CLOSING TIME: 11H00 AM

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1.1 TRANSACTION FEES								
			TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
Item	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1.	Air Travel – International	1		R	R		R	R
2	Air Travel – Regional	1		R	R		R	R
3	Air Travel – Domestic	1		R	R		R	R
4	Air Travel – International (Re-issue)	1		R	R		R	R
5	Air Travel – Regional (Re-issue)	1		R	R		R	R
6	Air Travel – Domestic (Re-issue)	1		R	R		R	R
7	Refunds – Air Domestic	1		R	R		R	R
8	Refunds – Air Regional	1		R	R		R	R
9	Refunds – Air International	1		R	R		R	R
10	Car Rental – Domestic	1		R	R		R	R
11	Car Rental – Regional	1		R	R		R	R
12	Car Rental – International	1		R	R		R	R
13	Transfers/Shuttle – Domestic	1		R	R		R	R
14	Transfers/Shuttle – Regional	1		R	R		R	R
15	Transfers/Shuttle – International	1		R	R		R	R
16	Accommodation – Domestic	1		R	R		R	R
17	Accommodation – Regional	1		R	R		R	R

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

1.1 TRANSACTION FEES								
Item	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
			Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
18	Accommodation – International	1		R	R		R	R
19	Bus/Coach Bookings	1		R	R		R	R
20	Train bookings – International	1		R	R		R	R
21	"Visa Assistance	1		R	R		R	R
22	(Provision of documents and advice)"	1		R	R		R	R
23	Courier services for travel documentation (visa & passports)	1		R	R		R	R
24	SMS Notifications	1		R	R		R	R
25	Parking bookings	1		R	R		R	R
26	Cancellations	1		R	R		R	R
27	After Hours Services	1		R	R		R	R
28	Additional Ad-hoc Reports (per report)	1		R	R		R	R
29	Customized Reports (per report)	1		R	R		R	R
30	Travel Lodge card Reconciliation	1		R	R		R	R
31	Debtors Account Reconciliation	1		R	R		R	R
32	Other (Specify)	1		R	R		R	R
33	Other (Specify)	1		R	R		R	R
34	Other (Specify)	1		R	R		R	R
35	Other (Specify)	1		R	R		R	R
36	Other (Specify)	1		R	R		R	R
37	Other (Specify)	1		R	R		R	R
Total		37						R
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	R	R	Percentage Online		R
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R				
1.2 CONFERENCE TRANSACTION FEE								
Item	Description	Percentage Fee	Comment					
1.	Conference Transaction Fee (as a % of the Total turnover of the event)							

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

NB: FAILURE TO FULLY COMPLETE THIS SBD 3.3 WILL RENDER YOUR PROPOSAL REGARDED AS NON-RESPONSIVE AND WILL THEREFORE NOT BE CONSIDERED FOR FURTHER EVALUATION.

NB! The total bid price provided above is for comparison and competition purposes only assuming that the quantity for each service is one and the rates quoted above will however remain fixed for the duration of 3 years.

NB! The OVG will process invoice payments upon the successful completion of the travel arrangements.

NB! The OVG will not accept changes to the pricing post implementation that arise due to the service provider underquoting or overlooking any costing elements.

Initials

Date:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**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; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI's who had no franchise in the elections before 1983 and 1993 Constitution	10	
HDI's who is a Female	5	
People with Disabilities (PwDs)	5	
Total	20	

NB: Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>



SAGE

Office

System User Only	
Captured By:	
Captured Date:	
Authorized By:	
Date Authorized:	
Safety Web Verification	
YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Office of the Valuer General

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank. I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

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

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

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

I/We understand that the OVG will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Names (as per id)	
Surname	

Address Detail	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Supplier Information		Update Supplier Information	
<input type="checkbox"/>		<input type="checkbox"/>	
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> CC <input type="checkbox"/> Partnership	Department <input type="checkbox"/> Trust <input type="checkbox"/> Other <input type="checkbox"/>	Department Number <input type="text"/> Other Specify <input type="text"/>

Supplier Account Details

(This field is compulsory and should be completed by a bank official from the relevant bank).

Account Name			
Account Number			
Branch Name Branch			
Number			
Account Type	<input type="checkbox"/>	Cheque/Current Account	
	<input type="checkbox"/>	Savings Account Transmission	
	<input type="checkbox"/>	Account Bond Account	
	<input type="checkbox"/>	Other (Please Specify)	
ID Number	<input type="checkbox"/>	<input type="text"/>	
Passport Number			
Company Registration Number			
*CC Registration			
* Please include CC/CK where applicable			
Practise Number			
When the bank stamps this entity maintenance form, they confirm that all the Information completed by the entity is correct.	Bank stamp		
	It is hereby confirmed that this detail has been verified against the following screens ABSA -CIF screen FNB -Hogan's system on the CIS4 STD Bank-Look-up-screen Nedbank - Banking Platform under the Client Details Tab		

Contact Details

Business			
Home Fax	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Cell	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
	<i>Area Code</i>	<i>Telephone Number</i>	
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier details	Organization sender details	Address of the Office of the Valuer General where form is submitted from:
Signature			
Print Name			
Rank			
Date (dd/mm/yyyy)			



OFFICE OF THE VALUER-GENERAL

OFFICE OF THE VALUER GENERAL

267 Praetor Forum Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001

Private Bag X 812, Pretoria, 0001

www.ovg.org.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER OFFICE OF THE VALUER GENERAL (OVG) WITH TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

PHYSICAL ADDRESSES:

Praetor Forum Building

3rd Floor, 267 Lilian Ngoyi Street

Pretoria

2001

1. BACKGROUND TO OFFICE OF THE VALUER GENERAL

- 1.1 The Office of the Valuer-General is a state entity of the Ministry of Agriculture, Land Reform and Rural Development established through the Property Valuation Act No. 17 of 2014 (PVA), which came into effect on 01 August 2015. The OVG was listed by the Minister of Finance, as a Schedule 3(A) public entity in terms of the Public Finance Management Act during the 2017/18 financial year.
- 1.2 The mandate of the OVG is to support the program of Land Reform through a provision of independent and credible property valuation services. It is envisaged that land claims will be settled with greater efficiency and decisiveness, thereby speeding up the process of Land Reform. Although the OVG works closely in co-operation with the other institutions in the Rural Development and Land Reform portfolio, it will continue to do so with a significant degree of autonomy that will add further credibility to the Land Reform process for the benefit of all the stakeholders.
- 1.3 The OVG has currently more than 69 officials in its establishment and anticipate having more than 100 officials in the coming years. The core business of OVG is to provide property valuation services throughout the country which necessitates a lot of travelling to valuers.

2. OVERALL OBJECTIVES

- 2.1 The objective of this bid is to appoint a suitable independent Travel Agent that can demonstrate the ability to provide the full range of travel management services for OVG for a period of thirty-six months (36).
- 2.2 This Request for Proposal (RFP) document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required travel management services to OVG.
- 2.3 This RFP does not constitute an offer to do business with OVG, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

- 3.1 **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 3.2 **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 3.3 **Air travel** means travel by airline on authorized official business.
- 3.4 **Authorizing Official** means the employee who has been delegated to authorize travel in respect of travel requests and expenses, e.g., line manager of the travelers.
- 3.5 **Car Rental** means the rental of a vehicle for a short period of time by a Travelers for official purposes.
- 3.6 **Domestic travel** means travel within the borders of the Republic of South Africa
- 3.7 **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 3.8 **eCommerce** refers to the Government's buy-site for transversal contracts.
- 3.9 **International travel** refers to travel outside the borders of the Republic of South Africa.
- 3.10 **Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the Travel Management Company at to which all expenditure is charged.

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- 3.11 **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).
- 3.12 **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 3.13 **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- 3.14 **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia, and Zimbabwe.
- 3.15 **Service Level Agreement (SLA)** is a contract between the Travel Management Company and Office of the Valuer General that defines the level of service expected from the Travel Management Company.
- 3.16 **Shuttle Service** means the service offered to transfer a traveler from one point to another, for example from place of work to the airport.
- 3.17 **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the Travel management Company.
These fees include visa fees and courier fees.
- 3.18 **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g., international air ticket, charged per type per transaction per traveler.
- 3.19 **Traveler** refers to an official, consultant or contractor travelling on official business on behalf of the OVG.
- 3.20 **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- 3.21 **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

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

3.23 **VAT** means Value Added Tax.

3.24 **VIP or Executive Service** means the specialized and personalized travel management services to selected employees of OVG by a dedicated consultant to ensure a seamless travel experience.

3.25 **E Hailing**

4. TRAVEL VOLUMES

4.1 The current OVG total volumes for the past 12 months include air travel, accommodation, car hire, etc. The table below details the number of transactions over the 12 months:

Service Category	Estimated number of transactions.
Air Travel – Domestic	306
Air Travel – Regional	10
Air Travel – International & Insurance	05
Car Rental – Group B	105
Car Rental-4x4 Group E	105
Accommodation - Domestic	200
Accommodation - International	05
Accommodation - Regional	10
Transfers; Shuttle Domestic	114
Transfers; Shuttle International	05
Transfers; Shuttle Regional	05
Conference Venues- Workshops	15
Events- Professional Speakers, Facilitators etc.	10
After Hours Booking	80
Airport Parking	35
Re-issue of Air tickets	25

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Forex Payments	05
Booking Cancellations	20
Booking Refunds	0

Note: These figures are based on the current trends and may change during the tenure of the contract. The figures are meant for illustration purposes to assist Bidders in preparing their proposals. The Pricing Schedule must price all service categories.

5. SCOPE OF WORK

The OVG seeks a Travel agency to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a manual process. Travel requisitions are manually captured on travel forms that go through a manual authorization approval procedure.

The relevant travel coordinator captures the requisition into the system (BPM) which goes through an approval workflow process and then through to the Supply Chain Management for issuing of a Purchase Order attached to that travel transaction. The appointed Travel Management Company must provide the online and manual booking systems.

The manual booking system will be in use for the first 6 Months of the contract while at the same time customizing a digital solution offered to the business requirements stated in the contract.

The digital platform is the most preferred method of rendering the required travel management services.

The OVG's primary objective in issuing this RFP is to enter into an agreement with a successful bidder who will achieve the following:

- a) Travel management services that are consistent and reliable and will maintain a high-level traveler satisfaction
- b) Achieve significant cost savings for the OVG without any degradation in the services

General

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

5.1.1 Travel services will be provided to all travelers travelling on behalf of OVG, locally, regionally, and internationally. This will include employees and any other individuals as

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approved by the Valuer-General (VG), where the agreement is that OVG is responsible for the arrangement and cost of travel.

- 5.1.2 Travel management services during regular office hours (Monday to Friday 08:00 – 17:00) and provide after-hours and emergency services.
- 5.1.3 Familiarization with current OVG travel business processes.
- 5.1.4 Familiarization with current travel suppliers. Assist with further negotiations for better deals with travel service providers.
- 5.1.5 Familiarization with current National Treasury cost containment on Travel and Subsistence Instruction Note and implementations of controls to ensure compliance.
- 5.1.6 Penalties incurred due to the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- 5.1.7 A facility for OVG to update their travelers' profiles. Bidders must strictly comply with the POPIA requirements in protecting travelers' personal information.
- 5.1.8 Manage third-party service providers by addressing service failures and complaints against these service providers.
- 5.1.9 Consolidate all invoices from travel suppliers.
- 5.1.10 A detailed transition plan for implementing the service without service interruptions and engaging with the incumbent service provider to ensure a smooth transition.

5.2 Reservation

The Travel Management Company will:

- 5.2.1 Receive travel requests from procurement and respond with quotations (confirmations) and availability.
- 5.2.2 Upon receiving the relevant approval, the travel agent will immediately issue the required e-tickets and vouchers and send them to procurement via the agreed communication medium.
- 5.2.3 Always endeavor to make the most cost-effective travel arrangements based on the request from the procurement. Should the travelers source a cheaper booking than that

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proposed by the TMC, the service provider must ensure that the more affordable rate is booked.

- 5.2.4 Appraise themselves of all travel requirements for destinations to which traveler's will be travelling and advise the Travelers of alternative plans that are more cost-effective and more convenient where necessary.
- 5.2.5 Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- 5.2.6 Book the negotiated discounted fares and rates where possible as prescribed by the National Treasury.
- 5.2.7 Keep abreast of carrier schedule changes, other alterations, and new conditions affecting travel. Make appropriate adjustments for any changes in flight schedules before or during the traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 5.2.8 Book parking facilities at the airports where required for the travel duration.
- 5.2.9 Respond to and process all queries, requests, changes, emergency, and cancellations timeously and accurately.
- 5.2.10 Issue all necessary travel documents (including boarding passes, itineraries, and vouchers) timeously to the travelers before departure dates and times.
- 5.2.11 Advise the travelers of all visa and inoculation requirements well in advance.
- 5.2.12 Assist with arranging foreign currency and issuing travel insurance for international trips where required.
- 5.2.13 Facilitate the bookings generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- 5.2.14 All cases include domestic, regional, and international travel bookings unless otherwise stated.
- 5.2.15 provide relevant visa information to travelers/s. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the travelers(s) where visas will be required

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- 5.2.16 Negotiate airline fares, accommodation establishment rates, car rental rates, etc., negotiated directly or established by National Treasury, which is non-commissionable. Where commissions are earned for OVG bookings, these are to be returned to the OVG every quarter.
- 5.2.17 Ensure confidentiality regarding all travel arrangements and personal information concerning all persons requested by OVG.
- 5.2.18 Timeous submission of proof that services have been satisfactorily delivered (invoices) as per OVG's instructions.

5.3 Air Travel

- 5.3.1 The TMC must be able to book full-service and low-cost carriers.
- 5.3.2 The TMC must book the most cost-effective airfares possible for domestic travel.
- 5.3.3 The airline that provides the most cost-effective and practical routes may be used for international flights.
- 5.3.4 Only International air transport Association (IATA)-accredited airlines must be used.
- 5.3.5 The TMC should obtain three or more price comparisons where applicable to present the most cost-effective and practical routing to the travelers
- 5.3.6 The airline ticket should include the applicable airline agreement number and the travelers' personal gramme number (if applicable).
- 5.3.7 Airline tickets must be delivered electronically (SMS and email format) to the travelers(s) and procurement promptly after booking before the departure times.
- 5.3.8 The Travel Management Company should obtain minimum of three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 5.3.9 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- 5.3.10 Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel agent promptly after booking before the departure times.

- 5.3.11 The Travel Management Company should also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 5.3.12 The Travel Management Company must be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- 5.3.13 The Travel Management Company must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 5.3.14 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

5.4 Accommodation

- 5.4.1 The Travel Management Company must obtain price comparisons and quotations within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 5.4.2 The Travel Management Company is expected to obtain price quotations comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- 5.4.3 This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with OVG and OVG's travel policy.
- 5.4.4 OVG travellers may only stay at accommodation establishments with which OVG has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the Travel Management Company will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or OVG.

5.4.5 Accommodation vouchers must be issued to all OVG travellers for accommodation bookings and must be invoiced to OVG as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

5.4.6 The Travel Management Company must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

5.4.7 Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

5.5 Car Rental and Shuttle Services

5.5.1 The Travel Management Company must book the approved category vehicle in accordance with the OVG Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel, and venue).

5.5.2 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

5.5.3 Travel Management Company may offer alternative ground transportation to the Traveller that may include rail, buses, transfers, and any other available transport in the international destinations.

5.5.4 The Travel Management Company will book transfers in line with the OVG Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

5.5.5 The Travel Management Company should manage shuttle database on behalf of the OVG and ensure compliance with minimum standards. The Travel Management Company should also assist in negotiating better rates with relevant shuttle companies.

5.5.6 The Travel Management Company must during their report period provide proof that negotiated rates were booked, where applicable.

5.5.7 Include e-hailing, travelling from various points of collection to the destination, this should be done by issuing of a voucher to the traveller.

5.5.8 Availability of 4x4 and assistant with collection and delivery

5.6 After Hours and Emergency Services

- 5.6.1 The Travel Management Company must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 5.6.2 A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- 5.6.3 After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- 5.6.4 A communication or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 5.6.5 The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

5.7 Communication

- 5.7.1 The Travel Management Company will be requested to conduct workshops and training sessions for Local Travel Coordinators (LTCO) OVG.
- 5.7.2 All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 5.7.3 The Travel Management Company must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.
- 5.7.4 Only delegated official will have access to confidential individual information and travel reports from the TMC.

5.8 Financial Management

- 5.8.1 The Travel Management Company must implement the rates negotiated by National Treasury with travel service providers or the discounted air fares, or the maximum allowed rates established where applicable.

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- 5.8.2 The Travel Management Company will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to OVG for payment within the agreed time.
- 5.8.3 Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 5.8.4 The Travel Management Company will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the Travel Management Company, who, in turn, invoices OVG for the services rendered.
- 5.8.5 Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the Travel Management Company. These are occasionally required at short notice and even for same day bookings.
- 5.8.6 Consolidate Travel Supplier bill-back invoices.
- 5.8.7 In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 5.8.8 The Travel Management Company is responsible for the consolidation of invoices and supporting documentation to be provided to OVG's Financial Unit on the agreed time (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 5.8.9 Ensure Travel Supplier accounts are settled timeously within 30 days.
- 5.9 Technology, Management Information and Reporting
 - 5.9.1 The Travel Management Company must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
 - 5.9.2 All management information and data input must be accurate.

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- 5.9.3 The Travel Management Company will be required to provide the OVG with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- 5.9.4 Reports must be accurate and be provided as per OVG's specific requirements at the agreed time.
- 5.9.5 Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 5.9.6 Travel Management Company must provide monthly performance reports.
- 5.9.7 Reports must be available in an electronic format for example Microsoft Excel/online.
- 5.9.8 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
- 5.9.8.1 Travel
- a) After hours' Report.
 - b) Compliments and complaints.
 - c) Consultant Productivity Report.
 - d) Long term accommodation and car rental.
 - e) Extension of business travel to include leisure.
 - f) Upgrade of class of travel (air, accommodation, and ground transportation).
 - g) Bookings outside Travel Policy/exceptions.
 - h) Average Turnaround times per service category
 - i) Trip Cancellation report
- 5.9.8.2 Finance
- a) Reconciliation of commissions/rebates or any volume driven incentives.
 - b) Creditor's and debtor's ageing report.
 - c) Creditor's and debtor's summary payments.

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- d) Daily invoices.
- e) Reconciled reports for Travel Lodge card statement.
- f) No show reports.
- g) Cancellation report.
- h) Receipt delivery report.
- i) Monthly Bank Settlement Plan (BSP) Report.
- j) Refund Log.
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

5.9.9 The Travel Management Company will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

5.10 Account Management

5.10.1 Travel company should implement an Account Management structure to respond to the needs and requirements of the OVG and act as a liaison for handling all matters about delivery of services in terms of the contract.

5.10.2 The Travel Management Company must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the OVG's account.

5.10.3 The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.

5.10.4 A complaint handling procedure must be implemented to manage and record the compliments, complaints and afterhours requests of the Travel Management Company and other travel service providers.

5.10.5 Ensure that the OVG's Travel Policy is enforced.

5.10.6 The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted on every travel to measure the performance of the Travel Management Company and associated third parties.

5.10.7 Ensure that workshops/training is provided to Travellers and/or LTCO.

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- 5.10.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.
- 5.11 Digital booking system
 - 5.11.1 The system should be able to cater for the initiation and approval of a travel request by the end-user (LTCO).
 - 5.11.2 The requisition of travel requests must be in terms of a minimum of three (3) quotations for accommodation, air travel, car hire and conferencing services.
 - 5.11.3 The end-user (LTCO) or traveller should be able to comprehensively review the quotes received and select the preferred one.
 - 5.11.4 The system must also make provision for approvals at the various process levels. The supplier must take note of OVG SCM delegations and policy relating to Travel Management.
 - 5.11.5 The system should have a capability of making amendments or cancellation of an existing booking.
 - 5.11.6 The digital booking system must have capability to seamlessly integrate with OVG BPM for Sage module which is currently used for SCM processes. This interface is expected to be delivered within six (6) months of the contract.
 - 5.11.7 The integration requirement will at minimum cater for supplier invoicing, issuing of a Purchase Order (PO) and rating of a service/s by the traveller.
 - 5.11.8 The generation of a PO will be done on BPM and sent over to service provider through the interface.
 - 5.11.9 Capability of Dashboard templates for viewing pending bookings, cancellations, outstanding invoices, outstanding payments, enquiries, and complaints etc.

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5.11.10 The system must have a mobile app for the convenience of the travellers.

5.11.11 The system must have a capability of meeting the minimum-security controls as per the best practices. In terms of data back-up, user access control, data classification and protection, contingency plan in the event of system unavailability.

5.11.12 The system should be accessible 24 hours a day, 7 days per week.

5.11.13 The system should have a capability of generating an audit trail for all the activities.

5.11.14 The supplier must note that the requirement may arise for the system to be subjected to an audit review by Internal Audit and Auditor General South Africa.

5.11.15 The system must also comply with the data retention requirements as prescribed by the National Archives Act of 2003.

5.12 Value Added Services

The travel management company must provide the following value-added services:

5.12.1 Destination information for regional and international destinations:

- a) Health warnings.
- b) Weather forecasts.
- c) Places of interest.
- d) Visa information.
- e) Travel alerts.
- f) Location of hotels and restaurants.
- g) Information including the cost of public transport.
- h) Rules and procedures of the airports.
- i) Business etiquette specific to the country.
- j) Airline baggage policy; and
- k) Supplier updates

5.12.2 Electronic voucher retrieval via web and smart phones.

5.12.3 Digital notifications (WhatsApp, SMS etc) for travel confirmations.

5.12.4 Travel audits.

5.12.5 Global Travel Risk Management.

5.12.6 VIP services for Executives that include but is not limited to check-in support.

5.13 Cost Management

5.13.1 The National Treasury cost containment initiative and the OVG's Travel Policy is establishing a basis for a cost savings culture.

5.13.2 It is always the obligation of the travel management company Consultant to advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions.

5.13.3 The travel management company plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.

5.13.4 The travel management company should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with OVG's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

5.13.5 The OVG will carry Merchant Fee for the lodge card.

5.14 Quarterly and Annual Travel Reviews

5.14.1 Quarterly reviews are required to be presented by the Travel Management Company on all OVG's travel activity in the previous three-month period. These reviews are comprehensive and presented to OVG's Procurement and Finance teams as part of the performance management reviews based on the service levels.

5.14.2 Annual Reviews are also required to be presented to the OVG.

5.14.3 These Travel Reviews will include without limitation the following information.

5.14.3.1 Institution to list the information that will be required. The reporting requirements in the National Treasury (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

5.15 Office Management

5.15.1 The travel management company to ensure high quality service to be always delivered to the OVG travellers. The travel management company is required to provide OVG with highly skilled and qualified human resources of the following roles but not limited to:

- a. Senior (dedicated) Consultants
- b. Dedicated team leader/s for consultants
- c. Intermediate (dedicated) Consultants
- d. Junior (dedicated) Consultants
- e. Travel Manager (Operational)
- f. Finance Manager / Branch Accountant
- g. Dedicated Admin Back Office (Creditors / Debtors/Finance Processors)
- h. Strategic Key Account Manager

NB: travel management company will have to provide the OVG with dedicated teams (a, b, c, d, and g only).

5.16 On-site Facilities

5.16.1 If it is agreed between the parties that the travel management company will be on-site, OVG will provide the travel management company with Office Space facility on the terms and conditions negotiated upon by both parties.

6. PRICING MODEL

6.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER OFFICE OF THE VALUER GENERAL (OVG) WITH TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

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

6.1.2 On-site option (**Template 1**)

6.1.3 The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

6.2 **Volume Driven incentives**

6.2.1 No override commissions earned through OVG reservations will be paid to the Travel Management Companies.

6.2.2 An open book policy will apply, and any commissions earned through the OVG volumes will be reimbursed to OVG.

6.2.3 Travel Management Companies are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

7. TENDERS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED BELOW:

- a) Evaluation for Mandatory Criteria
- b) Evaluation in terms of Functionality
- c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

7.1. EVALUATION FOR MANDATORY CRITERIA

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

7.1.1 A resolution authorizing a person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).

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7.1.2 Bidders are required to submit the valid ASATA (Association of South African Travel Agents) and IATA (International Air transport Association) license/certificate (certified copies) at closing date. Where a bidding company is using the 3rd party IATA license, proof of the agreement must be attached and a certified copy of the certificate to that effect at the closing date.

7.1.3 The Pricing Schedule (SBD 3.3 form) must be fully completed

Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation.

ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- 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.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.

- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

b) Fully completion of SBD4 (Bidders' disclosure), SBD 6.1 (Preference Claim)

7.2. EVALUATION IN TERMS OF FUNCTIONALITY

7.2.1. Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

7.2.2. The value scored for each criterion will be multiplied with the specified weighting for

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER OFFICE OF THE VALUER GENERAL (OVG) WITH TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

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

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7.2.3. Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

7.2.4. The applicable values that will be utilized when scoring each criterion ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHT
<p>1. Company Experience and Financial capability</p>	<p>1.1. Demonstrate the /bidder's ability to execute the travel management services in a corporate and public sector- based environment by indicating minimum of three (3) successfully completed/running contracts. NB: Each contract must have ran/completed a work for a period of at least 1 year.</p> <p>1.2. The bidder must provide POE; at least three (3) minimum current or previous contracts. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract.</p> <p><i>(Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.)</i></p> <p>I. 7 contracts and more: scores 5 II. 4-6 contracts: scores 4 III. 3 contracts: scores 3 IV. 2 contracts: scores 2 V. 1 contract: scores 1</p>	<p style="text-align: center;">10</p>

	<p>1.3 Demonstration of Financial Capability by submitting e.g., Audited Financial Statement, financial guarantee, or any other proof of financial standing from any accredited financial institution.</p> <p><i>I. More than R2 million clear demonstration of financial capability: scores 5</i></p> <p><i>II. More than R1.5-R2 million clear demonstration of financial capability: scores 4</i></p> <p><i>III. More than R1-R1.2 million clear demonstration of financial capability: scores 3</i></p> <p><i>IV. More than R750K-R1 million clear demonstration of financial capability: scores 2</i></p> <p><i>V. Less than 750K clear demonstration of financial capability: scores 1</i></p>	<p>15</p>
<p>Methodology</p>	<p>Individual bookings:</p> <p>The TMC should demonstrate the timelines required for the following:</p> <p>Detailed process flow on how the TMC will implement a Request for quote for individual bookings received from the OVG, including time frames for each activity:</p> <ul style="list-style-type: none"> • The turnaround time required from the requesting of the quotation to when the booking is confirmed this should include after hour turnaround times (demonstration should be for Domestic and International travels). • Activities for the entire scope of work (clear demonstration of allocated technical teams- dedicated teams including teams responsible for Finance Processing, method of payment to the third-party, process until the voucher issued/ booking is confirmed and should also include after hour request) • 4 dedicated lines of communication • demonstration of turnaround times for the submission of invoices to OVG • demonstration of the traditional and digital platform service N.B Digital is the most preferred method. 	

Group/conference bookings:

Detailed process flow on how the TMC will implement a Request for quote for Group/ conference bookings received from the OVG, including time frames for each activity:

- The turnaround time required from the requesting of the quotation to when the booking is confirmed this should include after hour turnaround times (demonstration should be for Domestic and International travels).
 - Activities for the entire scope of work (clear demonstration of allocated technical teams- dedicated teams including teams responsible for Finance Processing, method of payment to the third-party, process until the voucher issued/ booking is confirmed and should also include after hour request)
 - 4 dedicated lines of communication
 - demonstration of turnaround times for the submission of invoices to OVG
 - demonstration of the traditional and digital platform service **N.B Digital is the most preferred method.**
- I. Clear demonstration on both traditional and digital platform of a 1-day turnaround time for submission of quotes on individual bookings and 4 days turnaround time on group/ conference bookings and will be able to confirm a booking immediately for an after-hour bookings, provided separate technical teams for each category listed above, demonstration on the process flow is clearly identified with clear timelines for each activity including submission of invoices. 4 methods of dedicated line of communication including after-hour-**Score 5**
- II. Clear demonstration on both traditional and digital platform of 2-3 days turnaround time for submission of quotes on individual bookings and 5-6 days turnaround time on group/ conference bookings and

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	<p>will be able to confirm a booking overnight for an after-hour bookings, provided 5 key personnel for each category listed above, demonstration on the process flow is clearly identified with clear timelines for each activity including submission of invoices, 3 methods of dedicated line of communication including after-hour. Score 4</p> <p>III. Clear demonstration on traditional and or digital platform of 3-4 days turnaround time for submission of quotes on individual bookings and 7-8 days turnaround time on group/ conference bookings and will be able to confirm a booking in the for an after-hour bookings, provided 4 key personnel for each category listed above, demonstration on the process flow is clearly identified with clear timelines for each activity including submission of invoices. 3 methods of dedicated line of communication including after-hour-Score 3</p> <p>IV. Clear demonstration of either a traditional or digital platform 4-5 days turnaround time for submission of quotes on individual bookings and 8-9 days turnaround time on group/ conference bookings and will be able to confirm a booking in the for an after-hour bookings, provided 3 key personnel for each category listed above, demonstration on the process flow is clearly identified with clear timelines for each activity including submission of invoices. 2 methods of dedicated line of communication including after-hour- Score 2</p> <p>V. No methodology or irrelevant methodology- Score 1</p>	
<p>Business Relations with various hotel/lodges</p>	<p>Bidders are required to submit 3 minimum confirmation letters with letterheads from hotels/lodges that they have healthy business relationships. (e.g., good standing)</p> <p><i>I. Good Business relation with 5 Hotels/lodges: scores 5</i> <i>II. Good Business relation with 4 Hotel/lodges; scores 4</i> <i>III. Good Business relation with 3 Hotel /lodges: scores 3</i> <i>IV. Good Business relation with 2 Hotel/lodges; scores 2</i> <i>V. Good Business relation with 1 Hotel/lodges; scores 1</i></p>	<p>10</p>

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<p>Business Relations with various car rental companies</p>	<p>Bidders are required to submit confirmation signed letters with letterheads from the car rental companies that they have healthy business relationships. (good standing)</p> <p><i>I. Good Business relation with 5 car rental companies: scores 5</i> <i>II. Good Business relation with 4 car rental companies: scores 4</i> <i>III. Good Business relation with 3 car rental companies: scores 3</i> <i>IV. Good Business relation with 2 car rental companies: scores 2</i> <i>V. Good Business relation with 1 car rental companies: scores 1</i></p> <p>NB: It must be noted that these are not the only suppliers booked for or on behalf of the OVG but rather are most frequently used suppliers.</p>	<p>10</p>
<p>Technical team</p>	<p>Composition of technical teams for individual, group/conference and after hour bookings to be utilized in the execution of the contract consist of the following professions:</p> <p>Attach copies of relevant CVs for each, clearly indicating a detailed profile of their previous work experience, with a minimum of three (3) years' relevant experience for each profession</p> <p>a. Senior (dedicated)Consultant b. Dedicated team leader/s for consultant c. Intermediate (dedicated)Consultant d. Junior (dedicated) Consultant e. dedicated Admin Back Office (Creditors / Debtors/Finance Processors)</p> <p>Key professions with 3 years' experience each as per the below scores.</p> <p><i>I. All required key professionals (for individual, group/conference and after-hour bookings) with 3 years' experience each as mentioned on par.15.: score 5.</i> <i>II. All required 5 key professionals (for individual, group/conference and after-hour bookings) with 3 years' experience each score 4.</i> <i>III. 4 key professions (for individual, group/conference and after-hour booking) with 3 years' experience each listed above: scores 3.</i> <i>IV. 2-3 key professionals (for individual, group/conference, and after-hour) but not all mentioned professionals with 1-2 years' experience each listed above: scored 2.</i> <i>V. 1 key person with 3-year experience or no professionals mentioned: scored 1</i></p>	<p>20</p>

TOTAL	100
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NB: Bids that fail to score a minimum of 60 points on functionality will not be considered further evaluation.

17.2. Stage 2 – Site visit, presentation, and demonstration of the systems

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 3 being good.**

Criteria	Guideline	Weight
Established Infrastructure/ clear demonstration of day-to-day operation.	Travel agent office/ day-to-day operation: Reception, accounts department, operations department <i>I. Partial/non-office facilities – 1 point</i> <i>II. Fully functional office/ day-to-day operation-3 points</i>	20
Onsite demonstration of both traditional and online booking Systems	Functional / operational systems from booking initiation, booking reservation and confirmation, invoicing, statement printing, Age analysis/reports as requested by the client at time of demonstration/presentation. <i>I. Partial / non - functional operational system – 1 point</i> <i>II. Fully functional operational system-3 points</i>	80

The Bids that fail to achieve a minimum of **60 points out of 100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

7.3. EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system. Evaluation in this stage will be done as per the information furnished on the Pricing Schedule (SBD 3.3)

7.3.1. EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

- a) The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, November 2022 pertaining to the Preferential Procurement Policy Framework Act, (ACT No 5 of 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded according to the Specific Goal points claimable in respect of Preferential Status.
- b) The following formula will be used to calculate the points out of 80 for price in respect of

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an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration.

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

- c) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- d) The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- e) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Historically Disadvantaged individuals (HDIs):	
Who had no franchise in the elections before 1983 and 1993 Constitution	10
Who is a Female	5
People with Disabilities (PwDs)	5

- f) Tenderers Preference points for HDI will be calculated on their percentage ownership or shareholding in business, if they are actively involved in and exercise control over the enterprise.
- g) Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.
- h) A person awarded a contract because of preference for contracting with or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.
- i) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs. The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively

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involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

- j. If the percentage of ownership changes after the closing date of the tender, the tenderer must notify OVG and such tenderer will not be eligible for any preference points.
- k. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- l. all claims made for equity ownership by an HDI will be considered according to the following criteria:
 - (i) Equity within private companies must be based on the percentage of equity ownership.
 - (ii) Preference points may not be awarded to public companies and tertiary institutions.
 - (iii) The following formula will be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = \frac{NOP * EP}{100}$$

Where?

NEP = Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business,

- m. Equity claims for a Trust may only be allowed in respect of those people who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- n. Documentation to substantiate the validity of the credentials of the trustees must be submitted.
- o. A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

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- p. The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- q. Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs who had no franchise in the elections before 1983 and 1993 Constitution and Female.
- r. Tenderers who do not submit proof of HDI claims as indicated above do not qualify for preference points for specific Goals but will not be disqualified from the tendering process.

7.3.2. CRITERIA FOR BREAKING DEADLOCK IN SCORING

- a) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- b) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

8. SECURITY AND CONFIDENTIALITY OF INFORMATION

- 8.1 The successful Bidders must undertake to disclose information relating to the contract only in terms of the contract and only to the parties stipulated in the contract, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior written approval from the OVG.

9. TERMS AND CONDITIONS OF THE PROPOSAL

- 9.1. Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the OVG Supply Chain Management general contract conditions.

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- 9.2. The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 9.3. Any short coming in these terms of reference must be identified by the service provider prior the awarding of a contract. Any short comings identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 9.4. Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the OVG may cancel the contract within one month notice.
- 9.5. The pricing must be fixed for the duration of the contract.
- 9.6. The company and its employees may be subjected to positive security vetting and screening.
- 9.7. **The Office of the Valuer-General shall:**
 - 9.7.1. Conduct business in a courteous and professional manner with the Service Provider.
 - 9.7.2. Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
 - 9.7.3. Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
 - 9.7.4. The OVG will enter into a Service Level Agreement upon appointment of the suitable Service Provider, signing of the contract (SBD 7.2) and conclusion of the project plan. The terms and Conditions of these TOR will also form part of the service level agreement.

10. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid may be directed to the following:

Technical Enquiries

Overall general technical and supply chain management enquiries should be addressed to the following officials:

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Ms. Kehilwe Seatlholo	Kehilwe.Seatlholo@ovg.org.za 071 604 0399
2	Office of the Valuer-General	Mr. Gobusamang Sekwale	Gobusamang.Sekwale@ovg.org.za/ 060 535 5769

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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