

**Stats SA 001/21**

**Closing date: 11:00 on 04 NOVEMBER 2021**

**APPOINTMENT OF AN IN-HOUSE TRAVEL MANAGEMENT COMPANY IN RESPECT OF TRAVEL AND ACCOMMODATION ARRANGEMENTS FOR STATISTICS SOUTH AFRICA (STATS SA) FOR A PERIOD OF THIRTY SIX (36) MONTHS.**

**1 SEALED ENVELOPE WITH ALL BID DOCUMENTS, i.e (SBD1, SBD 3.3, ANNEXURE A2, ANNEXURE A3, SBD4, SDB5, SBD6.1, SBD 7.2, SBD8, SBD9, GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION)**

**NB: BIDDERS ARE ALSO REQUESTED TO SUBMIT ONE ORIGINAL PLUS 5 COPIES OF BID PROPOSALS/RESPONSES.**

**Failure to submit bids as requested will invalidate your bid**

**YOU ARE HEREBY INVITED TO BID TO REQUIREMENTS OF STATISTICS SOUTH AFRICA**

**PLEASE TAKE NOTE**

**BID NUMBER: STATS SA 001/21**

**CLOSING TIME: 11:00**

**CLOSING DATE: 04 NOVEMBER 2021**

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

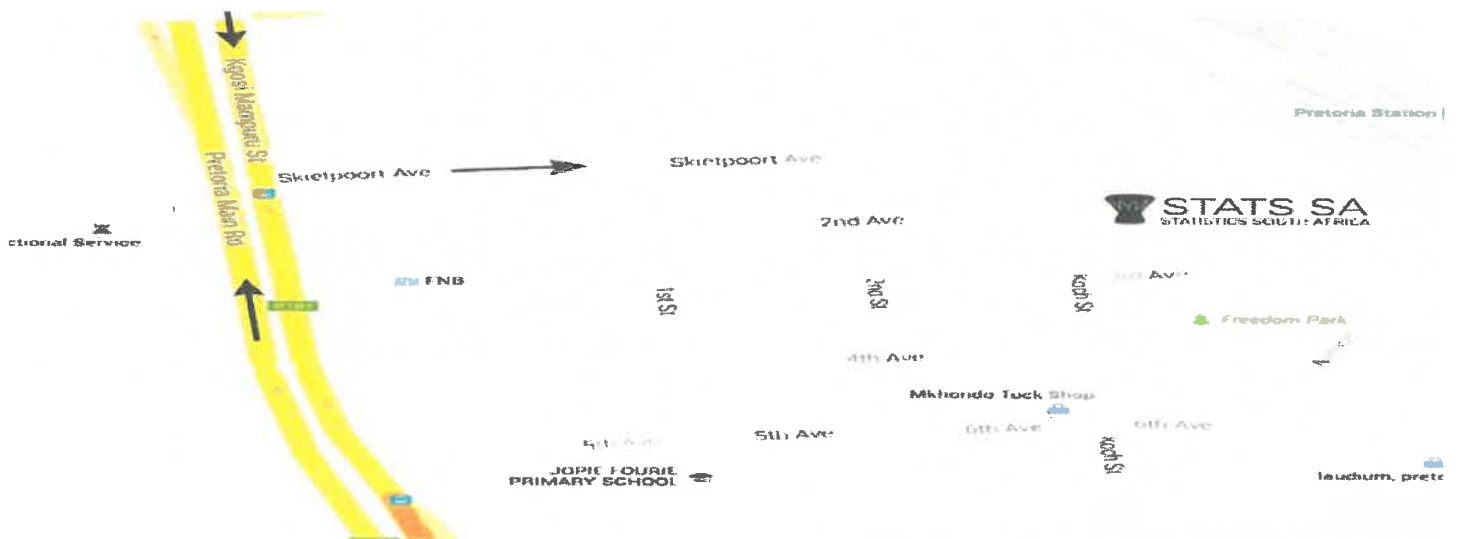
The SBD 1-form must be signed in the original that is in ink - forms with photocopied signatures or other such reproduction of signatures may be rejected.

The SBD 4-declaration must be completed and signed. **NB: THIS DOCUMENT IS NOT FOR SALE**

**BID DOCUMENTS MAY BE POSTED TO:**

**Bid Section  
Statistics South Africa  
Private Bag X44  
Pretoria**

The bid documents may be deposited in the bid box which is situated at Isibalo House, Koch Street, Salvokop, Pretoria, 0002



Bid documents that are posted must reach Statistics South Africa before the closing date of the bid

The bid box of Statistics South Africa is generally open between 06h00 to 16h00, 7 days a week. The bid box will be closed on the closing time of bids.

**For enquiry, contact Bid Office at 012-310 8940/2114/6978/8359 012-337 6413**

*Bidders should ensure that bids are delivered timeously to the correct address*

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE**

*bids by telegram, facsimile or other similar apparatus will not be accepted for consideration*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF STATISTICS SOUTH AFRICA</b>							
BID NUMBER:	STATS SA 001/21	CLOSING DATE: 04 NOVEMBER 2021		CLOSING TIME:	11:00		
DESCRIPTION	<b>Appointment of an In-House Travel Management Company in respect of travel and accommodation arrangements for Statistics South Africa (Stats SA) for a period of thirty-six (36) months</b>						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
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

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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**  
(Travel & accommodation Services)

NAME OF BIDDER: .....

BID NO: STATS SA 001/21

CLOSING TIME 11:00 ON 04 NOVEMBER 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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**PRICING SHOULD BE BASED ON THE FOLLOWING:**

**(a) ANNEXURE A2: DESKTOP EVALUATION TECHICAL SCORECARD AND COMPLIANCE CHECKLIST**

**(b) ANNEXURE A3: PRICING SUBMISSION**

Required by: Statistics South Africa

Please Note:

Is the offer to specification \_\_\_\_\_ YES/NO

If not to specification, state deviation(s) \_\_\_\_\_

\*Price: Firm/ not firm \_\_\_\_\_

If not firm state reason: \_\_\_\_\_

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Any enquiries regarding bidding procedures may be directed to:
**STATISTICS SOUTH AFRICA**

Bid Office

**Call 012- 310 8940/6978/8359/2114 OR 012-337 6413**

E-MAIL ADDRESS

**bidoffice@statssa.gov.za**

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## **Annexure A2**

# **DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST**

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**ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST**

The form must be submitted in File 1 (Technical file), [Exhibit 2](#)

**EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:**

Section No.	Technical criteria	Reference page in proposal	Comments
1.2	<b>Experience of the bidder</b>	Exhibit 2: Pages 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	<b>Manage all reservations and bookings</b>	Exhibit 2: Pages 13 to 15	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	<b>Manage all refunds and non-refundable airline-tickets</b>	Exhibit 2: Pages 17 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

## RATING SCALE FOR BID EVALUATION COMMITTEE MEMBERS

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods/services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>5</b>
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods/services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resources, and quality measures required to provide the goods/services, with supporting evidence.	<b>3</b>
<b>Minor reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods/services, with little or no supporting evidence.	<b>2</b>
<b>Serious reservations</b>	Satisfies the requirement with <b>major reservations</b> . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods/services, with little or no supporting evidence.	<b>1</b>
<b>Unacceptable</b>	<b>Does not meet the requirement</b> . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resources & quality measures required to provide the goods/services, with little or no supporting evidence.	<b>0</b>



**Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.**

**Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.**

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
DESKTOP EVALUATION					
1	GENERAL	100	SECTION 6.3.5		
1.1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.	4	Section 6.3.5.2 (j)		
1.2	Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Stats SA whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and	2	Section 6.3.5.2 (k)		)

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	the level of satisfaction.				
1.3	ASATA (Association of South African Travel Agents) Membership. Provide proof of such membership.	4	Section 6.3.2 (I)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2	RESERVATIONS	70	SECTIONS 6.3.6 TO 6.3.10		
2.1	<p><b>Manage all reservations/ bookings</b></p> <p>Describe how all travel reservations/bookings are handled, e.g. hotel (accommodation); car rental; flights; etc.</p> <p>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.</p>	30	<p>Section 6.3.6</p> <p>Section 6.3.7</p> <p>Section 6.3.8</p> <p>Section 6.3.9</p>		
2.2	<p><b>Manage group bookings</b></p> <p>Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events, etc.). Please specify if these bookings would be done by the TMC or outsourced.</p>	5	Section 6.3.6 (i)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION			TO BE COMPLETED BY THE BIDDER		
2.3	<p><b>Directly negotiated rates</b></p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by Stats SA are non-commissionable, where commissions are earned for Stats SA bookings, all these commissions should be returned to Stats SA on a quarterly basis.</p> <p>Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.</p>	20	Section 6.3.6 (p)		
2.4	<p><b>Manage airline reservations</b></p> <p>Describe in detail the process of booking the most cost-effective and practical routing for the traveller.</p> <p>This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.</p>	10	Section 6.3.7		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
2.5	<p><b>After-hours and emergency services</b></p> <p>The bidder must have capacity to provide reliable and consistent after-hours and emergency support to traveller(s).</p> <p>Please provide details/standard operating procedures of your after-hour support, e.g.</p> <ul style="list-style-type: none"> <li>- how it is accessed by travellers,</li> <li>- where it is located, centralised/ regionalised, in-country (owned)/ outsourced, etc.</li> <li>- is it available 24/7/365</li> <li>- reminders to <a href="#">Stats SA</a> to process purchase orders within 24 hours to reduce queries on invoices</li> </ul>	5	Section 6.3.10		
3	<b>COMMUNICATION</b>	15	SECTION 6.4		
3.1	<p>Describe how you will ensure that travel bookers are informed of the travel booking processes.</p> <p>Describe your communication process where the traveller, travel coordinator/booker and travel management company will be linked in one smooth continuous workflow.</p>	15	Section 6.4		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					TO BE COMPLETED BY THE BIDDER
4	FINANCIAL MANAGEMENT	20	SECTION 6.5		
4.1	<p>Describe how you will implement the negotiated rates and maximum allowable rates established either by the <a href="#">Stats SA</a> or the National Treasury.</p> <p>Describe how you will manage the 30-day bill-back account facility.</p> <p>Describe how pre-payments will be handled where it is required for smaller bed &amp; breakfast/ guest house facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to <a href="#">Stats SA</a>.</p> <p>Please describe credit card reconciliation process, timing and deliverables (if applicable).</p>	20	Section 6.5		

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#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
5	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	20	SECTION 6.6		
5.1	<p>Describe the proposed booking system, e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-booking tool (SBT).</p> <p>Describe how travel consultants access and book web airfares, i.e. non-GDS inventories (low-cost carriers/consolidators), and hotel web rates.</p> <p>Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in <b>Section 15.6.6</b>).</p> <p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products proposed for <a href="#">Stats SA</a>.</p>	20	Section 6.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
5.1 (cont.)	<p>Can the TMC comply with Stats SA's monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No. 3 of 2016/17.</p> <p>Describe the compatibility of your online solution to fully integrate into Stats SA's ERP. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case Stats SA decides to integrate).</p>				
6	ACCOUNT MANAGEMENT	20	SECTION 6.7		
6.1	<p>Provide the proposed account management structure/organogram.</p> <p>Describe what quality control procedures/processes you have in place to ensure that your clients receive consistent quality service.</p>	20	<p>Sections 6.7.1 and 6.7.2</p> <p>Section 6.7.3</p>		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
6.1 (cont.)	<p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.</p> <p>What is in place to ensure that Stats SA's Travel Policy is enforced.</p> <p>How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys?</p> <p>Indicate what workshops/training will be provided to travellers and/or travel bookers.</p>		<p>Section 6.7.4</p> <p>Section 6.7.5</p> <p>Section 6.7.6</p> <p>Section 6.7.7</p>		
7	VALUE-ADDED SERVICES	3	SECTION 6.8		
7.1	Please provide information on any value-added services your company can offer.	5	Section 6.8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
8	COST MANAGEMENT	20	SECTION 6.9		
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost-saving results?  Describe how you will assist <a href="#">Stats SA</a> to realise cost savings on annual travel spend.	20	Section 6.9		
9	QUARTERLY AND ANNUAL TRAVEL REVIEWS	5	SECTION 6.10		
9.1	Provide a sample of a quarterly and annual review used for performance management during the life cycle of the contract.	5	Section 6.10		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDER'S PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
10	OFFICE MANAGEMENT	20	SECTION 6.11		
10.1	<p>Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill-back workflow.</p> <p>Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.</p> <p>Describe type of training provided to travel agency personnel.</p> <p>Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volumes, etc.</p>	20	Section 6.11		

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## BIDDER DECLARATION (Section 22)

The bidder hereby declares the following:

- We confirm that \_\_\_\_\_ (bidder's name) will:
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of **Stats SA**;
  - b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat **Stats SA** fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with **Stats SA**;
  - f. Avoid fraudulent and misleading advertising, canvassing and marketing;
  - g. Conduct business activities with transparency and consistently uphold the interests and needs of **Stats SA** as a client before any other consideration; and
  - h. Ensure that any information acquired by the bidder(s) from **Stats SA** will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name of signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_ (Bidding company's name)

**stats sa**

Department:  
Statistics South Africa  
REPUBLIC OF SOUTH AFRICA

## PRICING SUBMISSION

**BID NO.:**

STATS SA 001/21

**BID NAME:**

Appointment of an In-house Travel Management Company in respect of  
travel and accommodation arrangements for a period of 36 months

**BIDDER NAME:**

## PRICE INSTRUCTIONS

### 1. STRUCTURE OF THE TENDER

This spreadsheet for **RFP/BID** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of the spreadsheet (Pricing Schedule).

### 2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

#### 2.1 Tender submission format

2.1.1 Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the templates attached,

2.1.4 Bidders must reference main document section 6.2 for current travel volumes.

#### 2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook.

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Cells highlighted in **YELLOW** are for Stats SA purposes only. Please do not amend. No other cells must be changed in any way whatsoever.

#### 2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders must complete the templates with **unit prices excluding VAT**.



**ANNEXURE A3.1: TRANSACTION FEE MODEL**  
**ON-SITE SERVICES**

RFP NO.:

RFP NAME:

BIDDER NAME:

Appointment of an In-house Travel Management Company in respect of travel and accommodation arrangements for a period of 36 months

**1.1 TRANSACTION FEES**

ITEM	Transaction type	Estimated volume	ONLINE BOOKINGS				TOTAL price (incl VAT)
			Unit price (excl VAT)		Unit price (incl VAT)		
1	Air travel – international	100	R	-	R	-	-
2	Air travel – regional	2000	R	-	R	-	-
3	Air travel – domestic	2000	R	-	R	-	-
4	Air travel – international (re-issue)	2000	R	-	R	-	-
5	Air travel – regional (re-issue)	2000	R	-	R	-	-
6	Air travel – domestic (re-issue)	2000	R	-	R	-	-
7	Refunds – air domestic	2000	R	-	R	-	-
8	Refunds – air regional	2000	R	-	R	-	-
9	Refunds – air international	2000	R	-	R	-	-
10	Car rental – domestic	2000	R	-	R	-	-
11	Car rental – regional	2000	R	-	R	-	-
12	Car rental – international	2000	R	-	R	-	-
13	Transfers/shuttle – domestic	2000	R	-	R	-	-
14	Transfers/shuttle – regional	2000	R	-	R	-	-
15	Transfers/shuttle – international	2000	R	-	R	-	-
16	Accommodation – domestic	2000	R	-	R	-	-
17	Accommodation – regional	2000	R	-	R	-	-
18	Accommodation – international	2000	R	-	R	-	-
19	Bus/coach bookings	2000	R	-	R	-	-
20	Train bookings – international	2000	R	-	R	-	-
21	Visa assistance (provision of documents and advice)	2000	R	-	R	-	-
22	SMS notifications	2000	R	-	R	-	-
23	Parking bookings	2000	R	-	R	-	-
24	Cancellations	2000	R	-	R	-	-
25	Changes to bookings	2000	R	-	R	-	-
26	After-hours services	2000	R	-	R	-	-
27	Additional ad hoc reports (per report)	2000	R	-	R	-	-
28	Customised reports	2000	R	-	R	-	-
29	Debtors account reconciliation	2000	R	-	R	-	-
30	Travel vaccinations	2000	R	-	R	-	-
31	Conference (cost per pax )	2000	R	-	R	-	-
31,1	0-51 pax	100	R	-	R	-	-
31,2	51-100 pax	100	R	-	R	-	-
31,3	101-500 pax	100	R	-	R	-	-
31,4	501-unlimited pax	100	R	-	R	-	-
32	Travel Insurance	50	R	-	R	-	-
33	Forex assistance	50	R	-	R	-	-
34	Training and workshops	50	R	-	R	-	-
NB All air travel trips must be quoted as return trips irrespective of airlines							
Total						R	-
TOTAL PRICE THAT WILL BE USED FOR EVALUATION PURPOSES							



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Department of Statistics  
REPUBLIC OF SOUTH AFRICA

## ANNEXURE A3.2: TRANSACTION FEE MODEL OFF-SITE SERVICES

RFP NO.:

STATS-SA-00024

RFP NAME:

Appointment of an In-house Travel Management Company in respect of travel and accommodation arrangements for a period of 36 months

BIDDER NAME:

### 1.1 TRANSACTION FEES

		ONLINE BOOKINGS				
ITEM	Transaction type	Estimated volume	Unit price (excl VAT)	Unit price (incl VAT)	TOTAL price (incl VAT)	
1	Air travel – international	100	R	R	R	-
2	Air travel – regional	2000	R	R	R	-
3	Air travel – domestic	2000	R	R	R	-
4	Air travel – international (re-issue)	2000	R	R	R	-
5	Air travel – regional (re-issue)	2000	R	R	R	-
6	Air travel – domestic (re-issue)	2000	R	R	R	-
7	Refunds – air domestic	2000	R	R	R	-
8	Refunds – air regional	2000	R	R	R	-
9	Refunds – air international	2000	R	R	R	-
10	Car rental – domestic	2000	R	R	R	-
11	Car rental – regional	2000	R	R	R	-
12	Car rental – international	2000	R	R	R	-
13	Transfers/shuttle – domestic	2000	R	R	R	-
14	Transfers/shuttle – regional	2000	R	R	R	-
15	Transfers/shuttle – international	2000	R	R	R	-
16	Accommodation – domestic	2000	R	R	R	-
17	Accommodation – regional	2000	R	R	R	-
18	Accommodation – international	2000	R	R	R	-
19	Bus/coach bookings	2000	R	R	R	-
20	Train bookings – international	2000	R	R	R	-
21	Visa assistance (provision of documents and advice)	2000	R	R	R	-
22	SMS notifications	2000	R	R	R	-
23	Parking bookings	2000	R	R	R	-
24	Cancellations	2000	R	R	R	-
25	Changes to bookings	2000	R	R	R	-
26	After-hours services	2000	R	R	R	-
27	Additional ad hoc reports (per report)	2000	R	R	R	-
28	Customised reports	2000	R	R	R	-
29	Debtors account reconciliation	2000	R	R	R	-
30	Travel vaccinations	2000	R	R	R	-
31	Conference (cost per pax )	2000	R	R	R	-
31.1	0-51 pax	100	R	R	R	-
31.2	51-100 pax	100	R	R	R	-
31.3	101-500 pax	100	R	R	R	-
31.4	501-unlimited pax	100	R	R	R	-
32	Travel insurance	50	R	R	R	-
33	Forex assistance	50	R	R	R	-
34	Training and workshops	50	R	R	R	-



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Department:  
Statistics South Africa  
REPUBLIC OF SOUTH AFRICA

## ANNEXURE A3.3: TRANSACTION FEE SUMMARY

### Summary Basket Price

RFP NO.:

RFP NAME:

BIDDER NAME:

STATS-SA-061/21

Appointment of an In-house Travel Management Company in respect of travel and accommodation arrangements for a period of 36 months

#### 1.1 TRANSACTION FEES

		ONLINE BOOKINGS			TOTAL price (incl VAT)
ITEM	Transaction type	Estimated volume	Unit price (excl VAT)	Unit price (incl VAT)	
Total Transaction Fee - Onsite					R -
Total Transaction Fee - OffSite					R -
TOTAL BASKET PRICE					

**TOTAL PRICE THAT WILL BE USED FOR EVALUATION PURPOSES**



## DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or

business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person YES / NO

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number


**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
 PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

May 2011

Failure to submit this document with your bid  
may result in the invalidation of your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The principle of Industrial Participation (IP) became obligatory with effect from 1 September 1996. The IP policy and guidelines was fully endorsed by Cabinet on 30 April 1997. In essence this means that all state and parastatal purchases / lease contracts (goods, works and services) entered into after this date are subject to an IP obligation. **No contract will be awarded to a bidder if the latter has not satisfied the Industrial Participation requirement.**

### 1. PILLARS OF THE PROGRAMME

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

- (i) Any single contract exceeding US \$10 million; or
- (ii) multiple contracts for the same products or services each exceeding US \$3 million awarded to one seller over a 2 year period which in total exceeds US \$10 million; or
- (iii) a contract with a renewable option clause, where should the option be exercised the total value will exceed US \$10 million.

1.2. The obligation will amount to 30 % of the imported content. That is, if the imported content is \$10 million, the obligation will amount to \$3 million. IP arrangements to satisfy the obligation include investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and Research and Development (R&D) collaboration, that can be negotiated with partners or suppliers.

1.3. A period of seven years has been identified as the time frame in which to discharge the obligation.

1.4. IP is obligatory and therefore must be addressed.

### 2. Requirements of the Department of Trade and Industry

2.1 To enable the Department of Trade and Industry to determine whether the total amount of various contracts awarded by the relevant organs of State to a specific contractor, exceeds the prescribed threshold of US \$ 10 million, the accounting officer / authority must obtain clearance from the Department of Trade and Industry regarding the National Industrial Participation Programme prior to the award of any bid in excess of R10 million (**ten million rands**).

## HOW TO SATISFY THE IP REQUIREMENTS

1. Bidders are advised to initiate discussions with the Department of Trade and Industry (Industrial Participation Secretariat) regarding business proposals.
2. Business proposals must reflect new or incremental economic activity that is to be to the mutual benefit of both the South African economy and to the bidder. Projects must be submitted to the Industrial Participation Secretariat for approval before implementation.
3. Conditional contracts, subject to winning the bid, are signed with all potential bidders. An agreement only becomes effective upon winning the bid. Only one contract will therefore become effective. This agreement is between the Industrial Participation Secretariat and the bidder and therefore does not involve the purchasing entity.

**For further details about the programme, contact -**

The Department of Trade and Industry (DTI)    Telephone numbers:    (012) 310-9667  
Private Bag X84    0861 843384  
PRETORIA    Fax number:    (012) 322-4523  
0001

<b>A conditional agreement for the purpose of this bid has been reached between the bidder and the Industrial Participation Secretariat.</b>	
	Name of company / bidder: ..... .....
	<i>Signature: Bidder</i>
	Name (in print): .....
..... <i>Signed on behalf of DTI</i>	Telephone number: .....
Name (in print): .....	Fax number: .....
Date: .....	Postal Address: .....
	..... ..... .....
	Date: .....

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

**90/10**

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

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

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium  
 One person business/sole propriety  
 Close corporation  
 Company  
 (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer  
 Supplier  
 Professional service provider  
 Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

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

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify) .....
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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



obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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



	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

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

Js General Conditions of Contract (revised July 2010)



**stats sa**

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Department:  
Statistics South Africa  
REPUBLIC OF SOUTH AFRICA

## TERMS OF REFERENCE

**Bid for the appointment of an in-house travel  
management company in respect of travel and  
accommodation arrangements for Stats SA  
for period of 36 months**

## CONTENTS

1. PURPOSE OF THE BID .....	1
2. CONTRACTING AUTHORITY .....	1
3. DEFINITIONS .....	1
4. LEGISLATIVE FRAMEWORK OF THE BID .....	3
4.1 Tax legislation.....	3
4.2 Procurement legislation .....	3
4.3 Technical legislation and/or standards .....	3
5. BRIEFING SESSION .....	4
6. SCOPE OF WORK.....	4
6.1 Background .....	4
6.2 Travel volumes .....	5
6.3 Service requirements .....	5
6.4 Communication.....	10
6.5 Financial management .....	10
6.6 Technology, management information and reporting.....	12
6.7 Account management .....	13
6.8 Value-added services .....	14
6.9 Cost management .....	14
6.10 Quarterly and annual travel reviews.....	15
6.11 Office management .....	15
6.12 On-site facilities .....	15
7. PRICING MODEL.....	16
7.1 Transaction fees .....	16
7.2 Volume-driven incentives .....	16
8. EVALUATION AND SELECTION CRITERIA.....	16
8.1 Stage 0: Pre-qualification criteria .....	17
8.2 Stage 1: Technical evaluation criteria = 100 points .....	19
8.3 Stage 2: Price and B-BBEE evaluation (90+10) = 100 points.....	19
9. SPECIFIC ACTIVITIES AND TIMELINES .....	22
10. LOCATION .....	22
11. REQUIREMENTS.....	22
12. CONSORTIUMS AND PARTNERSHIPS.....	23
13. SPECIAL CONDITIONS.....	23
14. GENERAL CONDITIONS OF CONTRACT .....	24
15. SUBMISSION OF BIDS .....	25
16. STATS SA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	25
17. ENQUIRIES.....	25

## 1. PURPOSE OF THE BID

The purpose of the bid is to solicit proposals from potential bidder(s) for the provision of travel management services to Statistics South Africa (Stats SA).

The bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Stats SA for the provision of travel management services to Stats SA.

## 2. CONTRACTING AUTHORITY

Stats SA requires proposals from potential bidder(s) for the provision of travel management services for a period of thirty-six (36) months.

## 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. 16:30 to 07:30 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 3.3 **Air travel** means travel by airline on authorised official business.
- 3.4 **Authorising official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.
- 3.5 **Car rental** means the rental of a vehicle for a short period of time by a traveller for official purposes.
- 3.6 **Department** means the organ of state (Stats SA) that requires the provision of travel management services.
- 3.7 **Domestic travel** means travel within the borders of the Republic of South Africa.
- 3.8 **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from the original planned trip.
- 3.9 **International travel** refers to travel outside the borders of the Republic of South Africa.
- 3.10 **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.).

- 3.11 Quality management system** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management.
- 3.12 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.
- 3.13 Service Level Agreement (SLA)** is a contract between the TMC and government that defines the level of service expected from the TMC.
- 3.14 Shuttle service** means the service offered to transfer a traveller from one point to another, for example from the place of work to the airport.
- 3.15 Third-party fees** are fees payable to third-party service providers that provide travel related services on an ad hoc basis that are not directly provided by the TMC. These fees include visa fees and courier fees.
- 3.16 Transaction fee** means the fixed negotiated fee charged for each specific service type, e.g. international air ticket, charged per type per transaction per traveller.
- 3.17 Traveller** refers to a Stats SA employee, consultant or contractor travelling on official business on behalf of government.
- 3.18 Travel authorisation** is the official form utilised by government reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- 3.19 Travel booker** is the person coordinating travel reservations with the travel management company (TMC) consultant on behalf of the traveller, e.g. the personal assistant of the traveller.
- 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.
- 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 specialised and personalised travel management services to selected employees of government by a dedicated consultant to ensure a seamless travel experience.

## **4. LEGISLATIVE FRAMEWORK OF THE BID**

### **4.1 Tax legislation**

- 4.1.1** Bidder(s) must be compliant when submitting a bid to Stats SA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and the Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2** It is a condition of this bid that tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3** The tax compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 4.1.4** It is a requirement that bidders, when submitting this bid, grant a written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and that by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5** Bidders are required to be registered on the Central Supplier Database, and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6** Where consortiums/joint ventures/subcontractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### **4.2 Procurement legislation**

Stats SA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2013).

### **4.3 Technical legislation and/or standards**

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

## **5. NO BRIEFING SESSION**

## **6. SCOPE OF WORK**

### **6.1 Background**

Stats SA currently uses a Travel Desk Office to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the Stats SA travel coordinator. The Stats SA travel coordinator captures the requisition into a travel booking tool which goes through an approval workflow process and then through to the travel management company for travel booking.

Stats SA's primary objective in issuing the bid is to enter into an agreement with the successful bidder(s), who will undertake the following:

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



## 6.2 Travel volumes

The current Stats SA total volumes per annum include air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the 2019/20 financial year as follows:

Service category	Estimated number of transactions per annum	Estimated expenditure per annum
Air travel – domestic	1438	R13806306.87
Air travel – regional & international	32	R1942529.46
Car rental – domestic	452	R329908.89
Car rental – regional & international	0	R 0
Shuttle services – domestic	4	R1320
Accommodation – domestic	2868	R31164023.67
Accommodation – regional & international	42	R1045048.28
Transfers – domestic	0	R0
Transfers – regional & international	22	R0
Bus/coach tickets	0	R0
Train – regional & international	0	R0
Conferences/events	13	R5723398.45
After hours	52	R75400
Parking	0	R0
Insurance	42	R13860
Forex	0	R0

Note: These figures are projections based on 2019/2020 financial year trends and figures for 2020/2021 were not considered since the whole world was hit by COVID19. NB: The figures are meant for illustration purposes to assist the bidders in preparing their proposal.

## 6.3 Service requirements

### 6.3.1 General

6.3.1.1 The successful bidder will be required to provide travel management services.

6.3.1.2 Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all travellers travelling on behalf of Stats SA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that Statistics South Africa is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 07:30 – 16:30) and provide after-hours and emergency services as stipulated in paragraph 6.3.6.

- c. Familiarisation with current Stats SA travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between Stats SA and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with the current Stats SA Travel Policy and implementation of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for Stats SA to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide travel management service reference letters from at least three (3) contactable existing/recent clients (within the past 3 years) which are of a similar size and travel volume to that of Stats SA.
- l. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

### **6.3.2 Reservations**

#### **6.3.2.1 The travel management company—**

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

- e. Will book the negotiated discounted fares and rates where possible.
- f. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Will book parking facilities at the airports where required for the duration of the travel.
- h. Will respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.).
- j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. Must advise the traveller well in advance of all visa and inoculation requirements.
- l. Will assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. Will facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. Will facilitate the bookings that are generated through their own or third-party online booking tool (OBT) where it can be implemented.
- o. Will not be responsible for visa applications; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Must note that negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by Stats SA are **non-commissionable**. Where commissions are earned for Stats SA bookings, all these commissions shall be returned to Stats SA on a quarterly basis.
- q. Must ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Stats SA.
- r. Must timeously submit proof that services have been satisfactorily delivered (invoices) as per Stats SA's instructions.
- s. Must note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

### 6.3.3 Air travel

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

### 6.3.4 Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that are located as close as possible to the venue or office or location or destination of the traveller.

This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or bed & breakfast) in accordance with the Stats SA Travel Policy.

- c. Stats SA travellers may only stay at accommodation establishments with which Stats SA has negotiated corporate rates. Should there be no rate agreement in place at the destination, or should the contracted

establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or Stats SA.

- d. Accommodation vouchers must be issued to all Stats SA travellers for accommodation bookings and must be invoiced to Stats SA as per arrangement. Such invoices must be supported by a copy of the original hotel/a certified copy of the accommodation charges.
- e. The TMC must, during their report period, provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- f. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

#### **6.3.5 Car rental and shuttle services**

- a. The TMC will book the approved category vehicle in accordance with the Stats SA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, such as e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel, the TMC may offer alternative ground transportation to the traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the Stats SA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC must, during their report period, provide proof that negotiated rates were booked, where applicable. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- g. Cancellation of Car Rental bookings must be done promptly to guard against no show and late cancellation fees.

### **6.3.6 After-hours and emergency services**

- a. The TMC must provide a consultant or team of consultants to assist travellers with after-hours and emergency reservations and changes to travel plans.
- b. After-hours services must be provided from Monday to Friday outside the official hours (16:30 to 07:30) and twenty-four (24) hours on weekends and public holidays.
- c. A call centre facility or after-hours contact number should be available to all travel bookers/desk officials so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- d. The travel management company must have a standard operating procedure for managing after-hours and emergency services.

## **6.4 Communication**

- 6.4.1** The TMC may be requested to conduct workshops and training sessions for travel bookers of Stats SA.
- 6.4.2** All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 6.4.3** The TMC must ensure sound communication with all stakeholders, and be able to link the business traveller, travel coordinator, and travel Management Company in one smooth continuous workflow.

## **6.5 Financial management**

- 6.5.1** The TMC must implement the rates negotiated by Stats SA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury, where applicable.
- 6.5.2** The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Stats SA for payment within the agreed time period.
- 6.5.3** The TMC must enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 6.5.4** The TMC will be required to offer a 30-day bill-back account facility to Stats SA. 'Bill back' refers to the supplier sending the bill back to the TMC, who, in turn, invoices Stats SA for the services rendered.

- 6.5.5** Where pre-payments are required for smaller bed & breakfast/guest house facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same-day bookings.
- 6.5.6** The TMC must consolidate travel supplier bill-back invoices.
- 6.5.7** The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Stats SA's Finance Department on the agreed time period (e.g. weekly). This includes attaching the travel authorisation or purchase order and other supporting documentation to the invoices reflected on the service provider's bill-back report.
- 6.5.8** The TMC must ensure the travel supplier accounts are settled timeously.

## **6.6 Technology, management information and reporting**

**6.6.1** The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

**6.6.2** The implementation of an online booking tool to facilitate domestic bookings should be considered to optimise the services and related fees.

**6.6.3** All management information and data input must be accurate.

**6.6.4** The TMC will be required to provide the Stats SA with a minimum of three (3) standard monthly reports at the format to be provided during contracting phase.

**6.6.5** Reports must be accurate and be provided as per Stats SA's specific requirements at the agreed time. Information must be available on a transactional level that reflects detail, including the name of the traveller, date of travel, and spend category (e.g. air travel, shuttle, and accommodation).

**6.6.6** Stats SA may request the TMC to provide additional management reports.

**6.6.7** Reports must be available in an electronic format, e.g. Microsoft Excel.

**6.6.8** Service Level Agreement reports must be provided on the agreed date. It will include but will not be limited to the following:

### **6.6.8.1 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.

### **6.6.8.2 Finance**

- a. Reconciliation of commissions/rebates or any volume-driven incentives
- b. Creditor's ageing report
- c. Creditor's summary payments
- d. Daily invoices
- e. No-show report
- f. Cancellation report
- g. Receipt delivery report
- h. Monthly bank settlement plan (BSP) report



- i. Refund log
- j. Open voucher report
- k. Open age invoice analysis.

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

## **6.7 Account management**

**6.7.1** An account management structure should be put in place to respond to the needs and requirements of Stats SA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

**6.7.2** The TMC must appoint a dedicated account or business manager who ultimately is responsible for the management of the Stats SA account.

**6.7.3** The necessary processes should be implemented to ensure good quality management and traveller satisfaction at all times.

**6.7.4** A complaint handling procedure must be implemented to manage and record the compliments to and complaints about the TMC and other travel service providers.

**6.7.5** Ensure that the Stats SA's Travel Policy is enforced.

**6.7.6** The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

**6.7.7** Ensure that workshops/training is provided to travellers and/or travel bookers.

**6.7.8** During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

## **6.8 Value-added services**

The TMC must provide the following value-added services:

### **6.8.1 Destination information for regional and international destinations:**

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

### **6.8.2 Electronic voucher retrieval via web and smart phones.**

### **6.8.3 SMS notifications for travel confirmations.**

### **6.8.4 Travel audits.**

### **6.8.5 Global travel risk management.**

## **6.9 Cost management**

**6.9.1** The National Treasury cost containment initiative and the Stats SA Travel Policy are establishing a basis for a cost savings culture.

**6.9.2** It is the obligation of the TMC consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

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

**6.9.4** The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Stats SA'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.

## **6.10 Quarterly and annual travel reviews**

**6.10.1** Quarterly reviews are required to be presented by the TMC on all Stats SA travel activities during the preceding three-month period. These reviews are comprehensive and presented to Stats SA's Procurement and Finance teams as part of the performance management reviews based on the service levels.

**6.10.2** These travel reviews will include, without limitation, the following information:

Refer to 6.6.8.

## **6.11 Office management**

**6.11.1** The TMC must ensure high-quality service to be delivered at all times to Stats SA travellers. The TMC is required to provide Stats SA with highly skilled and qualified human resources in the following roles (but not limited to these roles):

- a. Senior consultants
- b. Intermediate consultants
- c. Junior consultants
- d. Travel manager (operational)
- e. Finance manager/branch accountant
- f. Admin back office (creditors/debtors/finance processors)
- g. Strategic account manager (per hour)
- h. System administrator (general admin).

## **6.12 On-site facilities**

**6.12.1** If it is agreed between the parties that the TMC will be on site, Stats SA will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

- i. Office space
- ii. Office furniture
- iii. Telephones
- iv. Photocopier
- v. Shelving
- vi. Safe
- vii. Tea/coffee-making facilities
- viii. IT infrastructure (cabling, trunking and cabinet) for TMC to connect to and carry those costs
- ix. Direct line (can be used for fax machine)
- x. Bathroom and kitchen facilities
- xi. Parking.

## 7. PRICING MODEL

Stats SA requires bidders to propose transaction fee models being the transactional fee model.

### 7.1 Transaction fees for both on-site and offsite must be fully completed

**Refer to Annexure A3.1 and A3.2: Pricing Schedule (COMPULSORY)**

**7.1.1** 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 to a percentage of the value or cost of the service provided by third-party service providers.

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

**7.1.1.2** Offsite option (Template 2)

### 7.2 Volume-driven incentives

**7.2.1** It is important for bidders to note the following when determining the pricing:

- i. National Treasury has negotiated non-commissionable fares and rates with various airline carriers and other service providers.
- ii. No override commissions earned through Stats SA reservations will be paid to the TMCs.
- iii. An open-book policy will apply and any commissions earned through the Stats SA volumes will be reimbursed to Stats SA.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost-effective for Stats SA.

## 8. EVALUATION AND SELECTION CRITERIA

Stats SA has set minimum standards (stages) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification criteria (Stage 0)	Technical evaluation criteria (Stage 1)	Price and B-BBEE evaluation (Stage 2)
<p>Bidders must submit all documents as outlined in paragraph 8.1 (Table 1) below.</p> <p>Only bidders that comply with ALL these criteria will proceed to Stage 1.</p>	<p>Bidder(s) are required to achieve a minimum of 85 points out of 100 points to proceed to Stage 2 (price and BEE). Any bidder scoring less than 85 points will not progress to the final stage of Price and preferential points</p>	<p>Bidder(s) will be evaluated on price and preferential points, 90 for price and 10 for preferential points</p>

### 8.1 Stage 0: Pre-qualification criteria

Without limiting the generality of Stats SA's other critical requirements for this bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s)' proposal will be disqualified on the grounds of non-submission of any of the documents.

**Table 1: Documents that must be submitted for pre-qualification**

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

		of the certificate to that effect must be submitted at the closing date
<b>Pricing schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per <b>Annexure A3.1 AND A3.2</b>

### 8.2 Stage 1: Technical evaluation criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information.

Only bidders that have met the pre-qualification criteria in Stage 0 will be evaluated in Stage 1 for functionality. Functionality will be evaluated as follows:

- i. Desktop technical evaluation – Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 85 points out of 100 points
- iii. The overall combined score must be equal to or above 85 points in order to proceed to Stage 2 for price and B-BBEE evaluations.

As part of due diligence, Stats SA will conduct a site visit at a client of the bidder (reference) for validation of the services rendered. The choice of site will be at Stats SA's sole discretion.

The bidder's information will be scored according to the following points system:

Functionality	Maximum points achievable	Minimum threshold
<b>Desktop technical evaluation</b> Details found in Annexure A2 – Technical Scorecard	100	85
<b>Overall points</b>	<b>100</b>	<b>85</b>

### 8.3 Stage 2: Price and B-BBEE evaluation (90+10) = 100 points

Only bidders that have met the 80 point threshold in Stage 1 will be evaluated in Stage 2 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

### 8.3.1 Stage 1: Price evaluation (90 points)

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

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

Where

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

### 8.3.2 Stage 2: B-BBEE evaluation (10 points)

#### a. B-BBEE points allocation

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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



### **b. Joint ventures, consortiums and trusts**

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Stats SA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner and the joint venture and/or consortium party. The agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

### **c. Sub-contracting**

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

The following is an extract from the PPPFA:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract."

### **8.3.3 Stage 3 (90 + 10 = 100 points)**

The price and B-BBEE points will be consolidated.

## 9. SPECIFIC ACTIVITIES AND TIMELINES

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



- b. All dates and times in this bid are South African standard time.
- c. Any time or date in this bid is subject to change at Stats SA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Stats SA to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Stats SA extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 10. LOCATION

All correspondence by the preferred bidder to Stats SA will be directed to Isibalo House, Koch Street, Salvokop, Pretoria.

The project will commence subsequent to the conclusion of an agreement between the parties on the prevailing conditions and requirements.

## 11. REQUIREMENTS

### Key experts

The bidder will ensure the provision of names and contact details of relevant persons to be involved in the project. It is imperative that the bidder clearly stipulates which areas of the country are covered and the exact location of such facilities.

## 12. CONSORTIUMS AND PARTNERSHIPS

If the bidder is a consortium, the arrangements should allow for the maximum flexibility in the facilitation of required services. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided. A signed agreement detailing what each party will be responsible for must be included in the proposal. Stats SA will only be liable to the lead/main contracting party of the consortium.

## 13. SPECIAL CONDITIONS

- a. All prices quoted must be VAT inclusive.
- b. Stats SA will not provide upfront payments; however, payment will be made upon receipt of invoices, subject to Stats SA's verification and approval of received documents.
- c. Any dispute arising from any matter in connection with this contract shall be dealt with as stipulated in the Service Level Agreement (SLA). The successful bidder/s shall comply with the attached General Conditions of Contract and special conditions agreed between Stats SA and the service provider. The award of the contract shall be subject to the signing of a further detailed contract referred to the above. In the event that the parties do not agree on the contents of the further contract, the award shall be null and void.
- d. All bidders should submit together with their proposals, the board resolution confirming that the person signing the bid document is duly authorised to do so and to conclude any legal documents on behalf of the company.
- e. Upon award of the bid, the successful bidder shall enter into an agreement with Stats SA. The said agreement shall be in a format prescribed by Stats SA within reasonable time.
- f. Stats SA shall conduct security screening of bidders in compliance with section 2A of the National Strategic Intelligence Act (Act No. 67 of 2002). This security screening shall be done through an independent body/organisation.
- g. The successful bidder shall provide the service required based on the set timelines and as per schedule to be provided by Stats SA.
- h. The successful bidder will need to take note that penalty clauses will be applicable for failure to deliver according to required timelines and/or specifications, and/or for delivering services of poor quality.
- i. A comprehensive company profile of the bidder shall be attached as an addendum to the response. The profile shall contain at least the following information:
  - Company size and structure.
  - A list of current and previous clients for whom similar services were rendered (listing contact name, address, contact number, fax number and e-mail address).

j. Stats SA reserves the right;

- To contact or visit any of the persons on the list in order to obtain more information regarding the quality of services provided by the bidder, together with a description of the services rendered to the client.
- To award this tender to a bidder that did not score the highest total number of points, can only be done in accordance with section 2(1)(f) of the PPPFA (Act No. 5 of 2000).
- To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- To award to multiple bidders based either on size or geographic considerations.
- To request presentations/demonstrations from the short-listed bidders as part of the bid evaluation process.

k, Bidders will have to comply with all the stringent requirements of the Protection of Personal Information Act, 2013 (Act no. 4 of 2013) when handling personal information of Stats SA employees.

## **14. GENERAL CONDITIONS OF CONTRACT**

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Stats SA is prepared to enter into a contract with the successful bidder(s).
- b. The bidder submitting the General Conditions of Contract to Stats SA together with its bid, duly signed by an authorised representative of the bidder.

## **15. SUBMISSION OF BIDS**

Bidders are required to submit one (1) original and five (5) copies of the bid document.

Stats SA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made, otherwise the bidder will be disqualified.

## **16. STATS SA'S RIGHT TO CEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Stats SA reserves the right to accept or reject any proposal and to annul the tendering process and reject all proposals at any time prior to the awarding of the contract.

## **17. ENQUIRIES**

For more information, please contact the Bid Office:

Telephone No.: (012) 310 8940/2114/6978/4768/6910/8359

Fax No.: (012) 310 8500

E-mail address: [bidoffice@statssa.gov.za](mailto:bidoffice@statssa.gov.za)