



## civilian secretariat for police service

---

Department:  
Civilian Secretariat for Police Service  
**REPUBLIC OF SOUTH AFRICA**

**BID NO: CSPS02/2023-2024: THE APPOINTMENT OF A TRAVEL AGENCY(S) TO RENDER TRAVEL MANAGEMENT SERVICES TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) FOR A PERIOD OF THREE (3) YEARS**



**civilian secretariat  
for police service**

Department:  
Civilian Secretariat for Police Service  
REPUBLIC OF SOUTH AFRICA

Private Bag X922, PRETORIA, 0001 268 Lilian Ngoyi Street, Fedsure Forum Building, 2<sup>nd</sup> Floor,  
PRETORIA, Tel: (012) 493, Fax (012) 393 2536/8, WEB: [www.nationalsecretariat.gov.za](http://www.nationalsecretariat.gov.za)

YOU ARE HEREBY INVITED TO BID TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE

---

**BID NUMBER:** CSP02/2023-2024  
**CLOSING TIME:** 11:00

**CLOSING DATE:** 30 October 2023

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

---

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find SBD1, SBD2, SBD3.3, SBD4, SBD6.1, General Contract Conditions (GCC) and Terms of Reference (TOR).
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms **must** be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **Failure to complete and sign SBD1, SBD3.3, SBD4 and SBD 6.1 will automatically disqualify your bid.**
5. The bid **must be deposited into the tender box** situated in the entrance of the Civilian Secretariat for Police Service, 268 Lilian Ngoyi Street, Fedsure Forum Building, 2<sup>nd</sup> Floor, Pretoria.

Yours faithfully

**MR K.R SEBE**  
**DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT**  
**DATE:**

**A. BACKGROUND**

The Civilian Secretariat for Police Service (CSPS) is an institution responsible for conducting civilian oversight over the police service. The CSPS derives its mandate from the Constitution of the Republic of South Africa, Act 108 of 1996. The CSPS operates directly under the Minister of Police.

Civilian Secretariat for Police Service is situated at:

268 Lillian Ngoyi Street  
Fedsure Forum Building  
2<sup>nd</sup> Floor  
Pretoria  
0001

## SBD1 PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CSPS02/2023-2024	CLOSING DATE:	30 October 2023	CLOSING TIME:	11:00AM
DESCRIPTION	BID NO: CSPS02/2023-2024: THE APPOINTMENT OF A TRAVEL AGENCY(S) TO RENDER TRAVEL MANAGEMENT SERVICES TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) FOR A PERIOD OF THREE (3) YEARS				
<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

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>
<p><b>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.</b></p>	

## SBD 1 PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....

**B. SBD 3.3**

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: <b>CSPS02/2023-2024</b>
CLOSING TIME <b>11:00</b>	<b>CLOSING DATE: 30 October 2023</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

1. The accompanying information must be used for the formulation of proposals.

BID PRICE IN RSA CURRENCY  
\*\* (ALL APPLICABLE TAXES INCLUDED)

**PART A: AIR TRAVEL**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
<b>1.Domestic:</b> -Single	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Round trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>2. Regional:</b> -Single trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Round trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>3. International:</b> - Round Trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Excess baggage	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Airport packing	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	<b>R.....</b>	<b>R.....</b>	

**PART B: ACCOMMODATION**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
<b>Domestic</b> (Hotel, Guest house or Bed and Breakfast)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>Regional</b> (Hotel, Guest house or Bed and Breakfast)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>

<b>International</b>	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	<b>R.....</b>	<b>R.....</b>	

**PART C: CAR RENTAL AND SHUTTLE SERVICES**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
<b>1. Car rental:</b> -Domestic	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Regional	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
-International	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>2. Shuttle:</b> - Domestic	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Regional	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
-International	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>3. Bus rental</b> -Domestic	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Regional	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	<b>R.....</b>	<b>R.....</b>	

**PART D: OTHER SERVICES**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
After-hours reservations and amendments	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Travel Insurance (International trips)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Visa application assistance	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Vaccination (International trips)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Cancellation fee	R.....	R.....	service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>



<b>TOTAL</b>	R.....	R.....	
--------------	--------	--------	--

**CONSOLIDATED TOTALS (PART A, B, C and D)**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION
<b>PART A: AIR TRAVEL</b>	R.....	R.....
<b>PART B: ACCOMMODATION</b>	R.....	R.....
<b>PART C: CAR RENTAL AND SHUTTLE SERVICES</b>	R.....	R.....
<b>PART D: OTHER SERVICES</b>	R.....	R.....
<b>TOTAL</b>	R.....	R.....
<b>GRAND TOTAL (SERVICE FEE + ADMINISTRATION FEE)</b>		R.....

**PART E: CONFERENCE AND WORKSHOP BOOKINGS**

DESCRIPTION	GROUP	CHARGE IN PERCENTAGE (%)
Conference / workshops	1-20 People	%
Conference / workshops	21-50 People	%
Conference / workshops	51-100 People	%
Conference / workshops	101-200 People	%
Conference / workshops	201 People and above	%

**NB: If providing the service, but not charging CSPS indicate by R0.00  
If not supplying the service, indicate by N/A.**

\*\*\* all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

2. Period required for commencement with project after acceptance of bid.....

3. Are the rates quoted firm for the full period of contract? \*YES/NO

4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

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

.....  
Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE CIVILIAN SECRETARIAT FOR POLICE SERVICE  
PRIVATE BAG X922  
PRETORIA  
0001

Bid administration enquiries

Mr. M. Ralinala/ Ms. VS Magcuntsu/ Ms. LN Mokoena

Email: [Vuyiswa.Magcuntsu@csp.gov.za](mailto:Vuyiswa.Magcuntsu@csp.gov.za) /[Lena.Mokoena@csp.gov.za](mailto:Lena.Mokoena@csp.gov.za) /012 493 1317/1341

Or for technical information –

Ms. M Maluleke/ Mr. Mpho Chiloane

Email: [Mavis.Maluleke@csp.gov.za](mailto:Mavis.Maluleke@csp.gov.za)/ [Mpho.Chiloane@csp.gov.za](mailto:Mpho.Chiloane@csp.gov.za) 012 493 1366/1376

**C. SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidde

<sup>2</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.

D. SBD 6.1

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80.00
<b>SPECIFIC GOALS</b>	20.00
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person(s) who are black person(s)	10	
Enterprises with ownership of 51% or more by person(s) who are Women	5	
Enterprises with ownership of 51% or more by person(s) who are Youth	3	
Enterprises with ownership of 51% or more by person(s) who are Disabled	2	
<b>Total Points</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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



[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

## **E. GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure 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

## 1. DEFINITIONS

1.1. The following terms shall be interpreted as indicated:

1.2. "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids.

1.3. "**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.

1.4. "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.5. "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.

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

1.7. "**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.

1.8. "**Day**" means calendar day.

1.9. "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.10. "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.11. "**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.

1.12. "**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.

1.13. "**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.

1.14. "**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.

1.15. “**GCC**” means the General Conditions of Contract.

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

1.17. “**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.

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

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

1.20. “**Order**” means an employee written order issued for the supply of goods for works or the rendering of a service.

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

1.22. “**Purchaser**” means the organization purchasing the goods.

1.23. “**Republic**” means the Republic of South Africa.

1.24. “**SCC**” means the Special Conditions of Contract.

1.25. “**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.

1.26. “**Written**” or “in writing” means handwritten in ink or any form of 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.employee.gov.za](http://www.employee.gov.za).

### 4. STANDARDS

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

### 5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

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

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

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

### 6. PATENT RIGHTS

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

### 7. PERFORMANCE

7.1. Within thirty (30) days of receipt of the notification of contract award, 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:

- 7.3.1. 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
- 7.3.2. 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 is 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 Energy Board 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 OF 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. 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.

15.6. 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 fulfilment 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 contract 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 SUPPLIERS 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 local authorities.

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 supplies contract, the purchaser shall, without cancelling 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.

## **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

24.1. When, after the date of bid, provisional payments are required, or antidumping 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.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

## **28. LIMITATION OF LIABILITY**

28.1. 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.

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.

**F. TERMS OF REFERENCE**

**CSPS02/2023-2024: THE APPOINTMENT OF A TRAVEL AGENCY(S) TO RENDER TRAVEL MANAGEMENT SERVICES TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) FOR A PERIOD OF THREE (3) YEARS**

**1. BACKGROUND**

- 1.1 The Civilian Secretariat for Police Service (CSPS) is an institution responsible for conducting civilian oversight over the police service. The CSPS derives its mandate from the Constitution of the Republic of South Africa, Act 108 of 1996. The CSPS operates directly under the Minister of Police.
- 1.2 CSPS employees and its stakeholders are required, on a regular basis, to perform their duties away from their normal place of work and therefore require the services of a reputable Travel Management Company to co-ordinate their travel service.
- 1.3 The travel agency will be expected to ensure that the most effective, efficient and practical means of travel and accommodation is used at all times based on the CSPS policies and National Treasury Guidelines.

**2. DEFINITIONS**

<b>DESCRIPTION</b>	
<b>Accommodation</b>	Means the rental of lodging facilities while away from one's place of abode, but on authorised official duty
<b>After- hours service</b>	Refers to an enquiry or travel request that is actioned after normal working hours
<b>Air Travel</b>	Means travel by airline on authorised official business.

<b>Authorising official</b>	Means the employee who has been appointed to authorise travel in respect of travel requests and expenses
<b>Car rental</b>	Means the rental of a vehicle for a short period of time by a Traveller for official purpose
<b>CSPS</b>	Means Civilian Secretariat for Police Service
<b>Domestic travel</b>	Means travel within the borders of Republic of South Africa
<b>Emergency service</b>	Means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip
<b>International Travel</b>	Refers to travel outside the borders of Republic of South Africa
<b>Management fee</b>	Is the fixed negotiated fee payable to Travel Management Company (TMC) in monthly instalments for the delivery of Travel Management Services
<b>Quality Management System</b>	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
<b>Regional travel</b>	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.
<b>Service Level Agreement (SLA)</b>	Is a contract between the TMC and the Institution that defines the level of service expected from the TMC
<b>Shuttle Service</b>	Means the service offered to transfer a Traveller from one point to another, for example from place of work to airport
<b>Transaction fee</b>	Means the fixed negotiated fee charged for each specific service type e.g. flight, accommodation, car hire etc.

<b>Traveller</b>	Refers to a CSPS official, consultant or contractor/or any other person travelling on official business on behalf of CSPS
<b>Travel Authorisation</b>	Is the official travel form utilised by CSPS reflecting the detail of the trip that is approved by the relevant authorising official
<b>Travel Booker</b>	Is the person coordinating travel reservations with the TMC consultant on behalf of the traveller
<b>Travel Management Company (TMC)</b>	TMC refers to the company contracted to provide Travel Management Services.
<b>Travel Voucher</b>	Means a document issued by the TMC to confirm the reservation and/or payment of specific travel arrangements
<b>VIP or Executive service</b>	Means the specialised and personalised Travel Management Services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience

### 3. OBJECTIVES OF THE BID

- 3.1 **CSPS seeks to enter into an agreement with a competent Travel Management Company that is a fully accredited member of IATA (International Air Transport Association) and ASATA (Association of South African Travel Agents) with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements.** Bidder(s) must note that **ASATA** will be an added advantage. Proof of such membership must be submitted with the bid at closing date and time.
- 3.2 The successful bidder(s) shall be expected to provide the service to the CSPS located in Pretoria.



#### **4. SCOPE OF WORK**

- 4.1 Provide CSPS with travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the Service Level Agreement; and
- 4.2 Achieve significant cost savings for the CSPS in line with the National Treasury Guidelines without any degradation of the service.

#### **5. SERVICE REQUIREMENTS**

##### **5.1 General**

- 5.1.1 The successful bidder will be required to provide travel management services.
- 5.1.2 Deliverables under this section shall not be limited to the following:
  - 5.1.2.1 The travel services will be provided to all travelers travelling on behalf of CSPS, locally, regionally and internationally. This will include employees, contractors, consultants and clients where the agreement is that CSPS is responsible for the arrangement and cost of travel,
  - 5.1.2.2 Provide travel management services during normal office hours (08h00 to 17h00) including afterhours (17h01 to 07h59am) weekends (Saturday & Sunday) and emergencies;
  - 5.1.2.3 Familiarization with the current CSPS travel Business processes;
  - 5.1.2.4 Familiarization with current CSPS Travel policy and Implementations of controls to ensure compliance;
  - 5.1.2.5 Provide a facility for CSPS to update their traveler's profiles, verify if all Travel Management Company (TMC's) provides the services;
  - 5.1.2.6 Consolidate all invoices from travel suppliers and provide invoices for the service rendered as per the Service Level Agreement (SLA) that will be concluded;
  - 5.1.2.7 Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition;

5.1.2.8 The TMC will make all reservations in line with the CSPS Travel Management Policy; and

5.1.2.9 The TMC must ensure that the final selection of flights, hotels and other services is authorized prior to the issuing of air tickets, vouchers and other travel documentation.

## **5.2 Travel and Accommodation Responsibilities**

5.2.1 The TMC will be responsible for the following:

5.2.1.1 Making bookings for travel, accommodation, car hire, shuttle services and conference venues;

5.2.1.2 Ensuring that alternative arrangements are timeously suggested if confirmation of seating or accommodation arrangements is not possible, or if it can be proven that deviations from original arrangements could bring about financial saving;

5.2.1.3 Advance travel plans where a variety of traveling routes, accommodation and services are to be provided;

5.2.1.4 Timeous submission of invoices that the required services have been rendered and/or used, so that payment can be arranged by the CSPS;

5.2.1.5 Timeous submissions of the required management reports;

5.2.1.6 Ensuring confidentiality in respect of all travel and accommodation arrangements concerning all officials;

5.2.1.7 Ensuring continued negotiations with suppliers of all services to the benefit of the CSPS; and

5.2.1.8 Assist with the arrangement of issuing of travel insurance for international and Regional trips when required.

## **5.3 Bookings and reservations**

### **The Travel Management Company Shall:**

5.3.1 Receive travel requests from travel coordinators, and/or travelers, respond with quotations. Upon the receipt of the Purchase order(s), the travel agent will issue

- the required e-tickets and vouchers immediately and send it to the travel coordinators and traveler via the agreed communication medium;
- 5.3.2 Always make the most cost effective travel arrangements based on the request from the traveler and/or travel booker;
  - 5.3.3 Appraise themselves of all travel requirements for destinations to which travelers will be travelling to and advise the traveler of alternative plans that are more cost effective and more convenient where necessary;
  - 5.3.4 Book parking facilities at the airports when required for the duration of the travel;
  - 5.3.5 Respond timely and process all queries, requests, changes and cancellations timeously and accurately;
  - 5.3.6 Issue all necessary travel documents, itineraries and vouchers timeously to traveler(s) prior to departure dates and times as per the SLA;
  - 5.3.7 The TMC may be required to assist the travelers with facilitation of visa application and advise the traveler(s) where visas will be required (International trips);
  - 5.3.8 Facilitate all reservations and bookings that are required;
  - 5.3.9 Ensure that, unless otherwise stated, all bookings include domestic, regional and international travel bookings;
  - 5.3.10 Ensure that airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury where commissions are earned for CSPA bookings all these commissions should be returned to CSPA on a quarterly basis;
  - 5.3.11 Ensure confidentiality in respect of all travel arrangements and concerning all officials requested by the CSPA; and
  - 5.3.12 Endeavour to make most cost effective travel arrangements while taking the convenience and requirements of the traveler into consideration.

#### **5.4 Quarterly and Annual Travel Reviews**

- 5.4.1 Quarterly reviews are required to be presented by the TMC on all CSPA travel activities of the previous three (3) month period. These reviews are comprehensive and presented to the CSPA Supply Chain Management team as part of the performance management reviews based on the SLA.

5.4.2 Annual reviews are also required to be presented to SCM.

## **6. SUPPORT SERVICES**

### **6.1 Travel Agent Services**

6.1.1 It is required that a comprehensive and dedicated travel agent service include administrative function to render professional service to the CSPA as per the signed contract and SLA.

6.1.2 The TMC must allocate sufficient number of staff to manage the account including dedicated consultants and their contact details.

### **6.2 After-Hours and Emergency Services**

6.2.1 The TMC must provide a dedicated consultant or team of consultants to assist travelers with afterhours and emergency reservations and changes to travel plans;

6.2.2 A dedicated consultant/s must be available to assist officials of the CSPA, and Executive Travelers with after-hour or emergency assistance;

6.2.3 After-hours services must be provided from Monday to Friday outside the official hours and 24 hours on weekends and public holidays;

6.2.4 A call centre facility and after-hours contact number should be available to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to; and

6.2.5 The TMC must have a Standard Operating Procedure for managing after-hours and emergency services. This must include the purchase order generation of the request within two (2) working days.

### **6.3 Travel Management Policy**

6.3.1 CSPA must train the officials of the TMC on the Travel Management Policy and any amendments thereof.

6.3.2 The TMC must be well conversant with the Travel Management Policy of CSPA and comply with all its provisions. It is the TMC's responsibility to ensure that all

its newly appointed officials, processing CSPS's travel bookings; receive training on the provisions of the Travel Management Policy.

6.3.3 The onus is upon the TMC to ensure that all officials dedicated to the CSPS travel accounts fully understand CSPS's Travel Management Policy.

#### **6.4 Operational Service Level Agreement (SLA)**

6.4.1 The TMC must compile a draft Operational Service Level Agreement pertaining to this contract and submit it with the bid proposal. The Operational SLA must reflect the requirements outlined in the Terms of Reference of the bid.

6.4.2 Account management meetings must be convened monthly and when necessary. The TMC must be prepared to travel to the CSPS Office (Head Office) in this regard.

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

##### **i. 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;
- f) Upgrade of class of travel (air, accommodation and ground transportation); and
- g) Bookings outside Travel Policy.

##### **ii. Finance**

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;

- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report; and
- l) Open Age Invoice Analysis.

## **6.5 Travel Vouchers and After-Hours Reports**

- 6.5.1 The TMC must compile and submit a list of travel orders to CSPA Office, that have not yet been invoiced and those that have been cancelled, on a monthly basis. This report must be submitted together with the management report. An example of the Travel Orders/Open Vouchers Report must be attached to the bid proposal. The proposed Travel Orders/Open Vouchers report will be refined (if necessary) and agreed upon with the successful bidder(s).
- 6.5.2 The TMC must compile and submit the after-hours reports to SCM office and they must be in line with the format that will be agreed upon. The reports must be submitted on a daily basis – if an after-hour request(s) has been processed by the Travel Agency(s).
- 6.5.3 The TMC will be required to provide the CSPA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost. The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.ax>

## **6.6 Payment**

- 6.6.1 Payment for all travel arrangements will be done by means of the normal Electronic Fund/bank Transfer System for services rendered satisfactory and all invoices will be inclusive of Value-Added Tax (VAT).

- 6.6.2 All invoices and supporting documentation relating to travel bookings for a specific month must be submitted together. All payments shall be done in line with the Public Finance Management Act (PFMA) and CSPS's Finance Policies and Procedures.
- 6.6.3 No advance payment will be made to the bidder.
- 6.6.4 Payments shall only be processed upon the satisfactory delivery of the service in accordance to this bid and its SLA.
- 6.6.5 The CSPS will pay the bidder within 30 days of receiving an invoice, provided the CSPS is satisfied with the services performed. Should the CSPS query an invoice; the 30 days period will run from the date upon which the query has been resolved.

**6.7 Invoicing**

- 6.7.1 Timely submit invoices as proof that the required services have been rendered and used, so that payment can be made by CSPS.
- 6.7.2 Submit correct invoices with correct supporting documentation (Purchase order, Hotel invoice, traffic fine, etc.) to correct CSPS office.
- 6.7.3 Submit only final invoices, not partial ones (e.g. invoice with outstanding laundry slips shall not be accepted, etc.).
- 6.7.4 Ensure that invoices are submitted within three (3) months period from date of service.
- 6.7.5 Submit proof of all travel services that have been cancelled.
- 6.7.6 Submit electronic invoice copies to the relevant CSPS office on a monthly basis to enable reprinting where necessary.
- 6.7.7 Invoices and supporting documentation must be submitted to CSPS on a bi-weekly basis.
- 6.7.8 Submit interim statements, on a weekly basis, to the relevant CSPS office with comments on the status of each invoice.
- 6.7.9 Submit accurate account statements which are a true reflection of amounts outstanding.
- 6.7.10 The TMC shall bear the cost of the travel services procured without following the CSPS Travel Management Policy by the Travel Consultants.

## 6.8 Tariffs/Discount Adjustment

The TMC must send notices to CSPS of tariff adjustments by the travel suppliers, in writing.

## 6.9 Current Volumes of Travel Transactions

CSPS Travel transactions processed as from August 2020 to March 2023 is about 21 Million Rand.

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>	<b>Estimated Expenditure per annum</b>
Air travel - Domestic	2050	R 6 000 000.00
Air Travel - Regional & International	1	R 6 000.00
Car Rental - Domestic	1000	R 2 000 00.00
Car Rental - Regional & International	1	R 3 000.00
Shuttle Services - Domestic	900	R 2 000 000.00
Accommodation - Domestic	2454	R11 000 000.00
Accommodation - Regional & International	1	R8 000.00
Transfers - Domestic		
Transfers - Regional & International	1	R 2000.00
Bus/Coach bookings		
Train - Regional & International		
Conferences/Events	10	R 900 000.00
After Hours	50	R 4 000.00
Parking		
Insurance		
Forex		
<b>GRAND TOTAL</b>	<b>6408.00</b>	<b>R21, 923 000.00</b>

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



## **6.10 Refunds**

The CSPS shall fully be reimbursed at all times by the TMC for partly or fully unused tickets. The TMC shall process to refund all returned airline tickets for official travel within seven (7) days.

## **6.11 Penalties**

Subjected to National Treasury General Conditions of Contract (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 CSPS 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 delay until actual delivery or performance. The CSPS may also consider termination of the contract pursuant to GCC Clause 23.

## **7 GENERAL & SPECIAL CONDITIONS OF CONTRACT**

7.1 General Condition of Contract (GCC) as set by National Treasury will be applicable to this Agreement in all instances, and is available from National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)).

7.2 The special conditions shall include but not limited to the following:

7.2.1 The bidder must be willing to resolve disputes;

7.2.2 The bidder must provide training/workshops to CSPS officials as and when required; and

7.2.3 The CSPS reserves the right to terminate the contract at any time in the event of the TMC entering into liquidation, whether compulsory or voluntary or enter into receivership or bankruptcy or defaults on its payments.

## 8. NORMAL OPERATING HOURS

The TMC must provide the travel services from 08:00 to 17:00, Mondays to Fridays and afterhours, (17h01 to 07h59am) weekends (Saturday & Sunday) and emergencies.

## 9. TRAVEL AGENCY MEMBERSHIP

- 9.1 Bid proposals will only be accepted from good standing members who have valid IATA.
- 9.2 If the bidder(s) is a member of ASATA, this will be an added advantage.
- 9.3 Proof of current membership/s **must** be attached to the bid proposal.

***NB: Failure to submit proof of membership (IATA) will result in the bid being disqualified. CSPS reserves the right to verify validity of the registration.***

## 10 VALUE-ADD SERVICES

10.1 The TMC must provide the following value added services:

10.1.1 Destination information for domestic, regional and international destinations:

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

10.1.2 Electronic voucher retrieval via web and smart phones;

- 10.1.3 SMS notifications for travel confirmations;
  - 10.1.4 Travel audits;
  - 10.1.5 Global Travel Risk Management; and
  - 10.1.6 VIP services for Executives that include, but not limited to check-in support.
- 10.2 Bid proposals must indicate, separately, which supporting services and value-add services are available and the cost thereof. This must be attached to the bid proposal.

***NB: The charges for any value-add services must be separated from the standard charges that must be captured on the prescribed template of the service fee structure.***

## **11 ADJUSTMENTS TO CONTRACT**

Any adjustments to the contract shall be agreed upon and concluded between the parties in writing.

## **12 DISCOUNTS**

A bid proposal must reflect all discounts for any service included in the bid. It must distinguish between standard discounts, special discounts and cumulative discounts, if any. All these must be reflected separately and the conditions applicable thereto must be specified.

## **13 SERVICE & ADMINISTRATION FEE STRUCTURE**

- 13.1 The TMC must submit a detailed service fee and administration fee structure. The pricing must be strictly done in line with the prescribed template.
- 13.2 All service charges must be inclusive of VAT. If service charges are not firm for the duration of the contract, this must be indicated clearly in the service and administration fee structure. CSPA shall only accept the annual escalations that are aligned to the regulated Consumer Price Index.

- 13.3 The bid proposal must clearly comply with how the TMC intends to assist CSPA to get value for money and make great savings.
- 13.4 The service and administration fee structure must be enclosed in a sealed envelope.
- 13.5 Valid quotation on the Company's letter head (Financial Proposal) in the provided pricing structure.

**14. RESPONSIBILITIES**

**14.1 CSPA shall:**

- 14.1.1 Provide the successful TMC with reasonable information relating to the travel services required as well as CSPA's internal policies and procedures regulating travel services;
- 14.1.2 Maintain confidentiality with regard to all CSPA Operations and all CSPA travelers and only release travel related information to authorized CSPA officials;
- 14.1.3 Supply names, addresses and telephone numbers of all branch offices, inside and outside South Africa;
- 14.1.4 Supply an after-hour telephone number which shall be accessible at all times;
- 14.1.5 Be willing to solve any dispute between officials and TMC; and services must not be affected;
- 14.1.6 Have a contingency plan to ensure uninterrupted provision of travel services;
- 14.1.7 The onus is upon the TMC to ensure that all officials dedicated to the CSPA travel accounts fully understand CSPA's Travel Management Policy.

**14.2 Travel Management Company's Quality Control**

- 14.2.1 TMC shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the CSPA. These procedures shall include a self-inspection system covering all the services to be performed under the contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the CSPA. The CSPA shall be

notified of any deficiencies found and corrective action taken and such actions shall be included in the TMC narrative report.

14.2.2 The CSPA reserves the right to conduct its own quality control surveys among frequent travelers.

14.2.3 The TMC warrants that the personnel assigned to handle the CSPA travel arrangements shall have a strong control tariff experience and shall constantly be trained to be kept up to date.

### **14.3. Supplier Relations**

14.3.1 CSPA is committed to promoting Historical Disadvantage Individuals through the provision of opportunities.

14.3.2 TMC shall not favor any particular carriers when making reservations and are encouraged to utilize the services of Historical Disadvantage Individuals companies on shuttle's and car rentals.

## **15. MANDATORY REQUIREMENTS**

15.1 Bidder must provide a company profile, Central Supplier's Database summary report;

15.2 Bidder(s) must submit the current and valid proof of registration with IATA and proof of such membership/s must be submitted with the bid at closing date and time;

15.3 CVs of proposed team members to be dedicated to this project, Travel/Operations Manager, Accounts (Finance) Manager, Team Leader, Senior and Junior Consultants highlighting experience relevant to the project must be included.

15.4 Bidder must provide a detailed project plan of the service that will be delivered including turnaround times, delivery method, timeframes and other applicable information that is deemed to be important;

15.5 Bidder must demonstrate experience of their engagement in travel management services and must have a minimum of one (1) years' experience in delivering travel management services; and

- 15.6 Bidder/s must provide at least three (3) contactable references and three (3) signed reference letters relating to the Travel Management. CSPS reserves the right to contact the references.
- 15.7 Valid quotation on the Company's letter head (Financial Proposal).

**16 FINANCIAL POSITION OF BIDDER (ADMINISTRATION REQUIREMENTS)**

- Certified copies of bank statements for latest three (3) months in 2023.
- Certified copies of 2022 Audited Annual Financial Statements.

**17. BID AWARD CONDITIONS**

- 17.1 Bidders must submit bid proposals that respond to all requirements specified in the Terms of Reference of the bid. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 17.2 Original bid proposal and one (01) copy of the bid proposal must be submitted.
- 17.3 Written price quotation (document must be on the Company letterhead) and must be enclosed in a sealed separate envelope.
- 17.4 CSPS reserves the right to award the bid to one or more service providers.
- 17.5 CSPS reserves the right to award the bid in whole or partially.
- 17.6 The highest scoring bidder(s) may be expected to present their proposals to the Bid Evaluation Panel in line with the specified criteria.
- 17.7 Through conducting reference checks, bidders shall be disqualified if found to have misrepresented information in their bid proposals.
- 17.8 Joint Ventures/Sub-Contracting related to this project - This shall only be considered to be valid if there is proof of agreement signed by all parties involved.
- 17.9 The successful bidder(s) shall enter into agreement with CSPS.

## **18 FORMAT OF THE BID**

Bids must be completed and submitted in line with the following:

- 18.1 **NB:** The prescribed Guideline for packaging of the bid proposal must be observed when packaging the bid proposal;
- 18.2 Bidders must submit the technical proposal separate from financial proposal **(Financial Proposal Service Fee Structure must be enclosed in the sealed envelope)**;
- 18.3 All prescribed SBD forms must be fully completed;
- 18.4 The prescribed template for the service fee structure must be fully completed;
- 18.5 The prescribed template for experience must be fully completed as per example in the template;
- 18.6 Certification for all required copies must not be older than three (3) months;
- 18.7 Copy of the certified copy shall not be acceptable; and
- 18.8 Bidders must initial all pages of the bid specifications.

***NB: Failure to comply shall result in the bid being disqualified.***

## **19. EVALUATION OF THE BID**

- 19.1 The bid proposals shall be evaluated in accordance with the 80/20 principle applicable in respect of PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b).

**The evaluation shall be conducted as follows:**

- 19.1.1 Phase One: Administration Compliance and Mandatory Requirements
- 19.1.2 Phase Two: Technical Proposal;
- 19.1.3 Phase Three: Presentation by Highest Scoring Bidder(s);
- 19.1.4 Phase Four: Price and PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b).

**EVALUATION CRITERIA**

<p><b>PHASE ONE – ADMINISTRATION COMPLIANCE AND MANDATORY REQUIREMENTS</b></p>	
<p>Bidders must submit the following:</p> <p><b>ADMINISTRATION:</b></p> <ul style="list-style-type: none"> <li>• A valid Tax Clearance Certificate or SARS Pin and Suppliers summary report obtained from National Treasury Central Suppliers Database (CSD).</li> <li>• Proof of registration as a CIPC (Previously known as CIPRO) / Certificate of incorporation / legal status.</li> <li>• Completed and signed all compulsory Standard Bidding Documents (SBD 1, SBD 3.3, SBD 4 and SBD 6.1).</li> <li>• Profile of the company in relation to the required travel services. Company Service Standards</li> <li>• Current and valid proof of registration with Association of South African Travel Agent (ASATA) will be an added advantage and <b>current date must be clearly indicated on the proof of registration.</b></li> <li>• <b>FINANCIAL POSITION OF BIDDER</b> <ul style="list-style-type: none"> <li>➤ Certified copies of bank statements for latest three (3) months in 2023.</li> <li>➤ Certified copies of 2022 Audited Annual Financial Statements.</li> </ul> </li> </ul> <p><b>MANDATORY:</b></p> <ul style="list-style-type: none"> <li>• <b>Current and valid proof of registration with International Airport Transport Association (IATA) and current date must be clearly indicated on the proof of registration.</b></li> </ul>	



PHASE ONE – ADMINISTRATION COMPLIANCE AND MANDATORY REQUIREMENTS	
<ul style="list-style-type: none"> <li>• CVs of proposed team members to be dedicated to this project, Travel/Operations Manager, Accounts (Finance) Manager, Team Leader, Senior and Junior Consultants.</li> <li>• Bidder must provide at least three (3) contactable references and provide signed letters of references relating to the travel management service and CSPS reserves the right to contact the references.</li> <li>• <b>Valid quotation on the Company’s letter head (Financial Proposal) in the provided pricing structure.</b></li> </ul> <p><b><i>NB: Failure to submit the above shall invalidate your bid.</i></b></p>	

PHASE TWO - TECHNICAL PROPOSAL (FUNCTIONALITY)		100
<p><b>1. Experience in the provision of all the required Travel Services.</b></p> <ul style="list-style-type: none"> <li>• To be strictly assessed ONLY on the basis of the listed experience provided on this template.</li> <li>• To provide CVs of the Accounts (Finance) Manager, Travel/Operations Manager Team Leader, Senior and Junior Consultants.</li> <li>• Companies are required to provide proof that they have facilitated / performed travel management service, accompanied by correspondence from references proving that such project was executed, as well as three (3) minimum contactable references.</li> <li>• Points shall be allocated as follows</li> </ul>		45
<p><b>1.1 Company experience</b></p> <ul style="list-style-type: none"> <li>(a) 1 to 2 years – 2</li> <li>(b) 3 to 4 years – 4</li> <li>(c) 5 to 6 years – 6</li> </ul>	<p><b>10 Points</b></p>	

<b>PHASE TWO - TECHNICAL PROPOSAL (FUNCTIONALITY)</b>		<b>100</b>
(d) 7 to 8 years – 8 (e) 9 years and above – 10		
<b>1.2 Accounts Manager (Finance) experience</b> (a) 1 to 2 years – 2 (b) 3 to 4 years – 4 (c) 5 to 6 years – 6 (d) 7 to 8 years – 8 (e) 9 years and above – 10	<b>10 Points</b>	
<b>1.3 Travel/Operations Manager experience</b> (a) 1 to 2 years – 2 (b) 3 to 4 years – 4 (c) 5 to 6 years – 6 (d) 7 to 8 years – 8 (e) 9 years and above – 10	<b>10 Points</b>	
<b>1.4 Team Leader experience</b> (a) 1 to 2 years – 1 (b) 3 to 4 years – 2 (c) 5 to 6 years – 3 (d) 7 to 8 years – 4 (e) 9 years and above – 5	<b>5 Points</b>	
<b>1.5 Senior Consultant experience</b> (a) 1 to 2 years – 1 (b) 3 to 4 years – 2 (c) 5 to 6 years – 3 (d) 7 to 8 years – 4 (e) 9 years and above – 5	<b>5 Points</b>	
<b>1.6 Junior Consultant experience</b> (a) 6 months to 1 year – 1 (b) 2 to 3 years – 2 (c) 4 to 5 years – 3	<b>5 Points</b>	

<b>PHASE TWO - TECHNICAL PROPOSAL (FUNCTIONALITY)</b>		<b>100</b>
(d) 6 to 7 years – 4 (e) 8 years and above – 5		
<b>2. Proposed Account Management Approach:</b> (a) Billing method/Invoicing = <b>(5 points)</b> (b) Accounts Reconciliation = <b>(5 points)</b> (c) Resolving of queries = <b>(5 points)</b> (d) Allocation of Payments = <b>(5 points)</b>		<b>20</b>
<b>3. Project Management Approach:</b> (a) Handling of bookings (including changes, follow-ups, cancellations/amendments) = <b>(4 points)</b> (b) Reporting as per reports specified in the Terms of Reference of the bid = <b>(4 points)</b> (c) Handling of complaints, monitoring of project = <b>(4 points)</b> (d) Control Measures to ensure compliance to Travel Management Policy & Other value-add services = <b>(4 points)</b> (e) Project plan with final outputs and identified timeframes = <b>(4 points)</b> (f) <b>Capability to process travel transactions in line with CSPS Travel Patterns / Demand.</b> Number of travel transactions processed by the bidder per year in the current / past contract: i) Less than 18 000 – <b>(1 point)</b> ii) 18 001 to 22 000 – <b>(2 points)</b> iii) 22 001 to 26 000 – <b>(3 points)</b> iv) 26 001 to 30 000 – <b>(4 points)</b> v) 30 001 and above – <b>(5 points)</b> (g) If the bidder is a member of ASATA, this <b>will</b> be an added advantage Proof of such membership must be submitted with the bid at closing date and time <b>(5 points)</b> .		<b>30</b>
<b>4. Proposed approach for after-hours services = (5 points)</b>		<b>05</b>

**Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.**

**PHASE THREE – PRESENTATION BY BIDDERS WHO HAVE SCORED 70 POINTS AND ABOVE**

- Project Management Approach (as defined under functionality criteria). In addition, the bidder must illustrate their technology which can assist CSPA, for an example cellphone app.
- Proposed Account Management Approach (as defined under functionality criteria)
- Proposed approach for after-hours services and other value-add services.
- Price Proposal (breakdown of price proposal) as per bid requirements.

<b>PHASE FOUR – PRICE AND 80/20 PRINCIPLE APPLICABLE IN RESPECT OF PPR22, RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP) GOALS OR BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (B-BBEEA) AS PROVIDED FOR BY ITS SECTION 10(B).</b>	<b>100</b>
<b>NB:</b> Pricing must be done in line with the provided template for the Service and administration fee structure:	
Price	80
Specific goals	20
<b>TOTAL</b>	<b>100</b>

80/20 principle applicable in respect of PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b) (As aligned to SBD 6.1)

Points will be awarded as per the following:

Specific goals	Points
Historically Disadvantaged individual (HDI)	
Enterprises with ownership of 51% or more by person/s who are black person/s.	10
Enterprises with ownership of 51% or more by person/s who are women	5
Enterprises with ownership of 51% or more by person/s who are youth	3
Enterprises with ownership of 51% or more by person/s with disability	2
<b>Total</b>	<b>20</b>

## 20 PRICING SCHEDULE.

**NOTE: Completing the pricing schedule in the prescribed format is compulsory and must not be reproduced or retyped in any manner whatsoever.**

### PART A: AIR TRAVEL

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
<b>1.Domestic:</b> -Single	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Round trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>2. Regional:</b> -Single trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Round trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>3. International:</b> - Round Trip	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Excess baggage	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Airport packing	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	<b>R.....</b>	<b>R.....</b>	

### PART B: ACCOMMODATION

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
<b>Domestic</b> (Hotel, Guest house or Bed and Breakfast)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>

<b>Regional</b> (Hotel, Guest house or Bed and Breakfast)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>International</b>	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	R.....	R.....	

**PART C: CAR RENTAL AND SHUTTLE SERVICES**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
<b>1. Car rental:</b> -Domestic	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Regional	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
-International	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>2. Shuttle:</b> - Domestic	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
- Regional	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
-International	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>3. Bus rental – Domestic</b>	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
-Regional	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	R.....	R.....	

**PART D: OTHER SERVICES**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
After-hours reservations and amendments	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Travel Insurance (International trips)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Visa application assistance	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Vaccination (International trips)	R.....	R.....	-If service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
Cancellation fee	R.....	R.....	service is free, indicate by <b>R 0.00</b> -If service not offered, indicate by <b>N/A</b>
<b>TOTAL</b>	R.....	R.....	

**CONSOLIDATED TOTALS (PART A, B, C and D)**

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION
<b>PART A: AIR TRAVEL</b>	R.....	R.....
<b>PART B: ACCOMMODATION</b>	R.....	R.....

<b>PART C: CAR RENTAL AND SHUTTLE SERVICES</b>	R.....	R.....
<b>PART D: OTHER SERVICES</b>	R.....	R.....
<b>TOTAL</b>	R.....	R.....
<b>GRAND TOTAL (SERVICE FEE + ADMINISTRATION FEE)</b>		R.....

**PART E: CONFERENCE AND WORKSHOP BOOKINGS**

DESCRIPTION	GROUP	CHARGE IN PERCENTAGE (%)
Conference / workshops	1-20 People	%
Conference / workshops	21-50 People	%
Conference / workshops	51-100 People	%
Conference / workshops	101-200 People	%
Conference / workshops	201 People and above	%

The bidder will as a rule not be entitled to claim for travel and subsistence expenses.

**21. COMPULSORY BRIEFING SESSION**

No briefing session will be held

**22. ENQUIRIES**

**For more information, please contact the following persons:**

**Technical Enquiries:**

Ms. M Maluleke/ Mr. Mpho Chiloane

Email: [Mavis.Maluleke@csp.gov.za](mailto:Mavis.Maluleke@csp.gov.za) / [Mpho.Chiloane@csp.gov.za](mailto:Mpho.Chiloane@csp.gov.za) / 012 493 1366/1376

**Bid Enquiries:**

Mr. M. Ralinala/ Ms. VS Magcuntsu/ Ms. LN Mokoena

Email: [Vuyiswa.Magcuntsu@csp.gov.za](mailto:Vuyiswa.Magcuntsu@csp.gov.za) / [Lena.Mokoena@csp.gov.za](mailto:Lena.Mokoena@csp.gov.za) /012 493 1317/1341