PONGOLA-UMZIMKULU CATCHMENT MANAGEMENT AGENCY

Tender number	Description	Required at	Due date
PUCMA17PK	**TO PROVIDE (PUCMA) WITH TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS** Bids obtainable from .02/11/2026: Documents can be downloaded from website: www.dws.gov.za/Tenders/tendersCurrent.aspx **Briefing Session to be held:** 10 November 2026 @ 10:00 @199 Peter Mokaba Road Salga Offices **Submission of bid response:** **Bids to be deposited in:** 303 Dr. Pixley KaSeme street Delta Towers Durban 4001. Bid Box Ground Floor GPS Coordinates:(-29° 51' 31" S) (31° 01' 17" E) For technical information please contact: Ms. N Mdunge Cell: 082 887 8262 Email: MdungeN@dws.gov.za For completion of bid documents please contact: Bid Office, Tel: 0674255331 Email: ndabas@dws.gov.za Hours: 08:00-16:00.	PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY **(PUCMA)**	Bid Closing 26/11/2026

TENDER NO: PUCMA 17PK

Title of Document	**REQUEST FOR PROPOSAL (RFP): TRAVEL MANAGEMENT SERVICES FOR PONGOLA - UMZIMKULU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF 36 MONTHS**
Type of Document	**Request for Proposal**
Document Number/TENDER NUMBER	**PUCMA17PK**
Technical Specifications Prepared	**Bid Specification Committee**
Department	**Finance**
Prepared for	**Pongola- Umzimkulu Catchment Management Agency**
Date of Issue (Available)	**2026**
Closing Date	**2026**

Name of Bidder:.....

Tender Amount.....

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1. INTRODUCTION

1.1 The Pongola-Umzimkulu Catchment Management Agency (PUCMA) is a public entity in terms of the National Water Act, Number 36 of 1998, as amended. It is governed by the Board which is appointed by the Minister of Water and Sanitation. The Board as an Accounting Authority reports directly to the Minister of Water and Sanitation. The primary mandate of the PUCMA includes the management of its water resources in line with the National Water Act and the National Water Resource Strategy. Being a public entity, it has to comply with the Public Finance Management Act, 1999 and National Treasury Regulation, 2005 (NTR) as amended.

1.2 The Pongola uMzimkulu Catchment Management Agency 's responsibility is to the primary mandate of the PUCMA includes the management of its water resources in line with the National Water Act

1.3 The responsibility of PUCMA is to ensure that all citizens of the country are supplied with drinkable water and dignified sanitation services.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

2.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the Pongola UMzimkulu Catchment Management Agency.

2.2 This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder(s) required by the for provision of travel management services to the Pongola UMzimkulu Catchment Management Agency.

2.3 This RFP does not constitute an offer to do business with the Pongola UMzimkulu Catchment Management Agency. but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

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

PUCMA: Pongola UMzimkhulu Catchement Management Agency

After-hours service refers to request and changes to travel arrangements that are actioned after normal working hours, i.e., 17h00 to 20h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

Air travel means travel by airline on authorised official business.

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

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

Department means the organ of state, Department or Public Entity that requires the provision of travel management services.

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

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

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

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

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

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

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

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

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

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

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

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

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

Traveller refers to an Agency official, consultant or contractor travelling on official business on behalf of the Agency.

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

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to PUCMA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

4.1.5. Bidders are required to be registered on the Central Supplier Database, and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

4.2.1 Pongola UMzimkulu Catchment Agency under schedule 3A has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated undersection 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act,2003 (Act, No. 53 of 2003).

4.3. Technical Legislation and/or Standards

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

5. BRIEFING SESSION

5.1 **Briefing session which is non-compulsory will be conducted as it will be indicated on the Tender Cover page.**

. TIMELINE OF THE BID PROCESS

6.1 Any time or date in this bid is subject to change at the Pongola UMzimkulu Catchment Management Agency discretion. The establishment of a time or date in this bid does not create an obligation on the part of the **PUCMA** to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

6.2 The bidder accepts that, if the **PUCMA** extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline. The period of validity of bid and withdrawal of offers, after the closing date and time is 90 days.

7. CONTACT AND COMMUNICATION

7.1 Bidder(s) can make enquiries in writing, to tender office on the contact details as stipulated on the tender document. All enquiries must be in writing at least 7 working days before the closing date.

7.2. The delegated office of **PUCMA** may communicate with Bidder(s) where clarity is sought in the bid proposal.

7.3. Any communication to an official or a person acting in an advisory capacity for **PUCMA** in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

7.4. All communication between the Bidder(s) and **PUCMA** must be done in writing.

7.5. Whilst all due care has been taken in connection with the preparation of this bid, PUCMA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. PUCMA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.

7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PUCMA (other than minor clerical matters), the Bidder(s) must promptly notify PUCMA in writing of such discrepancy,

ambiguity, error, or inconsistency to afford PUCMA an opportunity to consider what corrective action is necessary (if any).

7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PUCMA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

10.1. PUCMA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Agency condemn any form of fronting.

10.2. The Agency, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for period not exceeding ten years, in addition to any other remedies PUCMA may have against the bidder/contractor concerned.

11. SUPPLIER DUE DILIGENCE

11.1 Pongola UMzimkulu Catchment Management Agency reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be placed in the tender box on or before the closing date and time.

12.2. Bid documents will only be considered if received by PUCMA in original form. Before the closing date and time, regardless of the method used to send or deliver such documents to PUCMA.

12.3. The bidder(s) are required to submit two (2) copies of each file, one original and one duplicate by the closing date and time. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the files must be labelled and submitted in the following format:

Table 1: Guideline on the submission of files

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & Specific Goals)
Exhibit 1: Administrative documents *(Refer to Section 16.1 – Administrative Compliance)*	**Exhibit 1**: Pricing Schedule (*Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)*
Exhibit 2: • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. *(Refer to Phase 2- Functional/Technical Evaluation)*	
Exhibit 3: • General Conditions of Contract (GCC) • Draft Service Level Agreement *(Refer to Section 19 – Service Level Agreement)*	
Exhibit 4: • Company Profile • Any other supplementary information	

13. DURATION OF THE CONTRACT

13.1 **The successful bidders will be appointed for a period of 36 (thirty-six) months.**

14. SCOPE OF WORK

14.1. Background

14.1.1 PUCMA currently uses travel agent to manage the travel and accommodation of the Agency. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the travel co-ordinator. The PUCMA travel co-ordinator forward the travel requisition to the travel agency, which in return they will request three quotations from their clientele. TMC communicates the quotations with the travel coordinators for authorization and approval of the booking.

14.1.2 PUCMA primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

a) Provide PUCMA with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels.

b) Achieve significant cost savings for PUCMA without any degradation in the services.

c) Appropriately contain PUCMA 's risk and traveller risk.

d) Appoint a dedicated team that will deal with the PUCMA priority officials such as the delegated authority.

14.2. Travel Volumes

14.2.1 The current PUCMA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2026/2027 as follows:

Table 1: PUCMA

NO.	Service Category	Estimated Number of Transactions per annum
01	Air travel – Domestic	1630
02	Air Travel - Regional & International	130
03	Car Rental – Domestic	3000
04	Car Rental - Regional & International	105
05	Shuttle Services – Domestic	350
06	Shuttle Services – International	10
07	Accommodation – Domestic	3280
08	Accommodation - Regional & International	120
09	Conferences/Events	50
10	After Hours	153
	GRAND TOTAL	**8568**

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

14.3. Service Requirements

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

a) The travel services will be provided to all Travellers travelling on behalf of PUCMA, locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that PUCMA is responsible for the arrangement and cost of travel.

a) Provide travel management services during normal office hours (Monday to Friday 8h00 –17h00) and provide after hours and emergency services as stipulated in paragraph 14.3.6.
b) Familiarisation with current PUCMA travel business processes.
c) Familiarisation with current travel suppliers and negotiated agreements that are in place between PUCMA and third parties. Assist with further negotiations for better deals with travel management service providers.
d) Familiarisation with current PUCMA Travel Policy and implementation of controls to ensure compliance.
e) Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
f) Provide a facility for PUCMA to update their travellers' profiles on Annual Basis.
g) Manage the third-party service providers by addressing service failures and complaints against these service providers.
h) Consolidate all invoices from travel suppliers.
i) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
j) Provide the reference letters from contactable existing/recent clients (within the past 3 years) which are of a similar size to PUCMA.
k) Bidders must be members of ASATA (Association of South African Travel Agents) and International Air Travel Association (IATA). Proof of such membership must be submitted with the bid at closing date and time.

14.3.2. Reservations

The Travel Management Company will:

a) Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required tickets and vouchers immediately and send them to the travel booker and/or traveller via the agreed communication medium.
b) Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
c) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
d) Obtains a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
e) Book a flexible ticket with negotiated discounted fares and rates.
f) Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
g) Book parking facilities at the airports where required for the duration of the travel.
h) Respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
i) Must be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)

j) Must issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
k) Advise the Traveller of all visa and inoculation requirements well in advance.
l) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
m) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
n) Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT)where it can be implemented.
o) Note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
p) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
q) Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by PUCMA are non-commissionable, where commissions are earned for PUCMA bookings all these commissions should be returned to Draw on a quarterly basis.
r) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by PUCMA.
s) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per PUCMA's instructions.

14.3.3. Air Travel

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

14.3.4. Accommodation

a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

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

14.3.5. Car Rental and Shuttle Services

a) The TMC will book the approved category vehicle in accordance with the PUCMA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
b) The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
c) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
d) For international travel, the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
e) The TMC will book transfers in line with the PUCMA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
f) The TMC should manage shuttle companies on behalf of the PUCMA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
g) The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

14.3.6. After Hours and Emergency Services

a) The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
b) After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
c) The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

14.4. Communication

14.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of PUCMA

14.4.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

14.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

14.5. Financial Management

14.5.1. The TMC must implement the rates negotiated by PUCMA with travel service providers for the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

14.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to PUCMA for payment within the agreed time period.

14.5.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.

14.5.4. The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices PUCMA for the services rendered.

14.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

14.5.6. Consolidate Travel Supplier bill-back invoices.

14.5.7. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.

14.5.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to PUCMAs Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

14.5.9. Ensure Travel Supplier accounts are settled timeously.

14.6. Technology, Management Information and Reporting

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

14.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

14.6.3. All management information and data input must be accurate.

14.6.4. The TMC will be required to provide to PUCMA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost. The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx

14.6.5. Reports must be accurate and be provided as per PUCMA's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

14.6.6. PUCMA may request the TMC to provide additional management reports.

14.6.7. Reports must be available in an electronic format for example Microsoft Excel.

14.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will 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 to include leisure;

f) Upgrade of class of travel (air, accommodation and ground transportation);

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.

14.6.9. The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

14.7. Account Management

14.7.1. An Account Management structure should be put in place to respond to the needs and requirements of the Agency and act as a liaison for handling all matters regarding delivery of services in terms of the contract.

14.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the PUCMA's account. 14.7.3. The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.

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

14.7.5. Ensure that PUCMA's Travel Policy is enforced.

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

14.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

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

14.8. Value Added Services

14.8.1. The TMC must provide the following value-added services, information for regional and international destinations:

i. Health warnings.

ii. Weather forecasts.

iii. Places of interest.

iv. Visa information.

v. Travel alerts.

vi. Location of hotels and restaurants.

vii. Information including the cost of public transport.

viii. Rules and procedures of the airports.

ix. Business etiquette specific to the country.

x. Airline baggage policy; and

xi. Supplier updates

14.8.2. Electronic voucher retrieval via web and smart phones.

14.8.3. SMS notifications for travel confirmations.

14.8.4. Travel audits.

14.8.5. Global Travel Risk Management.

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

14.9. Cost Management

14.9.1. The National Treasury cost containment initiative and the PUCMA Travel Policy is establishing basis for a cost savings culture.

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

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

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

14.10. Quarterly and Annual Travel Reviews

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

14.10.2. Annual Reviews are also required to be presented to PUCMA's Senior Management.

14.10.3. These Travel Reviews will include without limitation the following information:

The reporting requirements in the National Treasury Instruction 07 of 2022/2023 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

14.11. Office Management

14.11.1. The TMC to ensure high-quality service to be always delivered to the PUCMA's travellers. The TMC is required to provide PUCMA with highly skilled and qualified human resources of the following roles but not limited to:

a) Senior Consultants
b) Intermediate Consultants
c) Junior Consultants
d) Travel Manager (Operational)
e) Finance Manager / Branch Accountant
f) Admin Back Office (Creditors / Debtors/Finance Processors)
g) Strategic Account Manager (per hour)
h) System Administrator (General Admin)

15. PRICING MODEL

15.1 PUCMA will opt for one pricing model being the transactional fee model.

15.1.1 Transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers. **Refer Annexure A3: Pricing Schedule**

15.2. Volume driven incentives

15.2.1. It is important for bidders to note the following when determining the pricing:

i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers.

ii. No override commissions earned through PUCMA reservations will be paid to the TMCs.

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

iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

16. ADMINISTRATIVE COMPLIANCE

16.1 Bidders are required to comply with the following criteria listed below:

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2.	Tax compliant with SARS (to be verified through CSD).		
3.	Complete, sign and submit SBD 1, SBD 3.2, SBD 4 and SBD 6.1		
4.	Pricing Schedule (Refer to Section 15 – Pricing Model Submit full details of the pricing proposal as per Annexure 3 in a separate envelope		
5.	General Conditions of Contract (GCC)		
6.	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
7.	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
8.	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
9.	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		

17. EVALUATION SYSTEM

17.1 Pongola UMzimkulu Catchment Management Agency will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on **90/10** points system and the evaluation criteria. Three phase evaluation criteria will be considered in evaluating the bid.

On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

17.2 The pricing schedule should be submitted in line with the conditions stipulated above on pricing model

PHASE 1: MANDATORY COMPLIANCE (IF NOT COMPLIED WITH BIDDER WILL BE DISQUALIFIED)

PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

PHASE 3: POINTS AWARDED FOR PRICE AND SPECIFIC GOALS (90/10 PREFERENTIAL SYSTEM)

PHASE 1: MANDATORY COMPLIANCE

Document that must be submitted	Non-submission shall result in disqualification	
a) Attach a valid certified certificate of compliance with International Air Travel Association (IATA) The certificate must be in the name of the bidding company. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.	YES	

PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

The bidder/s are expected to achieve a minimum required score of 70% for functionality to qualify for further evaluation. Service Provider that did not provide the requested documents will not be awarded any point for the evaluation criteria. Bids that do not meet the minimum required score will be disqualified.

Values: **1 Very Poor..... 2 Poor.....3 Average.....4 Good.... 5 Excellent**

Functionality will be evaluated as follows:

		Weight
1.	**Company profile and Company Experience: Reference Letters** Company profile explicitly indicating the number of years the company has been offering and implementing travel management strategy or solutions. Previous experience obtained from Institutions where the bidder rendered TMC services. The bidder must provide evidence that they have previously rendered a similar service successfully. Reference letters must be provided to substantiate such claims. The bidder must provide evidence that they have successfully tailor-made and rendered a similar service. Traceable contactable reference letters reflecting the required scope of work. NB: The reference must show the work where the combination of some or all the aspects of the scope of work were done. The reference letters must have the following details: The reference letter must be on an official company letterhead. • One reference letter per entity. • The Reference letter must indicate the description of the services and the date when the services were provided, and value of the transaction or contract. • The reference letter must have email address and telephone number. • The Reference letter must be dated and signed.	25

Company profile indicating over ten years proven experience in travel management is attached, accompanied by 5 contactable reference letters	5
Company profile indicating ten years proven experience in travel management is attached, accompanied by 4 contactable reference letters	4
Company profile indicating eight to nine years proven experience in travel management is attached accompanied by 3 contactable reference letters.	3
Company profile indicating six to seven years proven experience in travel management is attached, accompanied by 2 contactable reference letters	2
Company profile indicating five years proven experience in travel management is attached accompanied by 1 contactable reference letters	1

<table>
<tr><th></th><th></th><th>Weight</th></tr>
<tr><td>2.</td><td>ASATA Certification

Attach a valid certificate of compliance with Association of South African Travel Agents (ASATA). The certificate must be in the name of the bidding company.

<table><tr><td>The bidders will score 5 points if they have attached a valid ASATA certificate as proof of such membership.</td><td>5</td></tr><tr><td>The bidders will score 1 point if they did not attach a valid ASATA certificate as proof of such membership.</td><td>1</td></tr></table></td><td>5</td></tr>
<tr><td>3.</td><td>Audited Annual Financial Statements

The bidder must attach the latest three (3) Audited Annual Financial Statements prepared by a registered Charted Accountant CA(SA) or ACCA on a going concern basis according to IFRS or GRAP accounting standards and audited by a duly accredited Auditor / Audit Firm.

The latest Annual Financial Statements with signed audit report must include at least the following:

• Statement of Profit and Loss & Other Comprehensive income
• Statement of Financial Position
• Statement of Cash Flow
• Notes, comprising a summary of significant accounting policies and other explanatory information

<table><tr><td>The latest Annual financial statements have Unqualified Opinion without material findings</td><td>5</td></tr><tr><td>The latest Annual financial statements have Unqualified Opinion</td><td>4</td></tr><tr><td>The latest Annual financial statements have Unqualified Opinion with material findings</td><td>3</td></tr></table></td><td>15</td></tr>
<tr><td>4.</td><td>Financial Viability to meet short- and long-term Obligations

The following Ratios will be used to analyze the AFS and award points to Bidders.

1. Current Ratio above 2:1
2. Total assets vs total liabilities
3. Revenue above R7 000 000 for 3 consecutive years
4. Net Profit above R2 500 000 for 3 consecutive years
5. Positive Bank Balance above R 3 500 000 for 3 consecutive years
6. Debt Repayment period below 60 days for the past 3 years

<table><tr><td>All 6 criteria listed above are satisfied</td><td>5</td></tr><tr><td>Any 5 criteria listed above are satisfied</td><td>4</td></tr><tr><td>Any 4 criteria listed above are satisfied</td><td>3</td></tr></table></td><td>15</td></tr>
</table>

		Weight
	Any 3 criteria listed above are satisfied: 2 Any 2 criteria listed above are satisfied: 1	
5.	**Financial Capability** The financial capability of the bidder shall be tested through the following: A **credit letter** OR a **bank letter** from a registered commercial bank indicating a credit facility OR availability of funds to the amount of R7 000 000. R7 000 000 and above: 5 R5 000 001 to R6 999 998: 4 R4 000 001 to R5 000 000: 3 R3 000 001 to R4 000 000: 2 R3 000 000 and below: 1	10
6.	**Travel Management Plan: Methodology and Approach** The bidder must demonstrate their understanding of the key requirements and expectations of the Pongola uMzimkhulu Catchment management Agency The following should be addressed on the Travel Management Plan: • A detailed travel management plan design • A detailed travel management plan indicating clear timeframes for project implementation • A detailed travel management plan indicating the approach • Methodology and support mechanisms on how they will assist: PUCMA in providing travel management service that is specific to the offices nature of business, reliable, efficient, accountable, and cost effective • A detailed travel management plan indicating the approach to TMC Emergency Call Centre and After-hours services. Travel Management Plan addressing all aspects above.: 5 Travel Management Plan addressing any three aspects and TMC emergency call centre and after-hours services above.: 4 Travel Management Plan addressing any two aspects and TMC emergency call centre and after-hours service above.: 3 Travel Management Plan addressing any one aspect and TMC emergency call centre and after-hours service above.: 2	30

			Weight
	Travel Management Plan addressing none of the aspects above	1	
TOTAL			100

17.2 **NOTE:** This is a two-envelope system bid. Financial/pricing information (Annexure A3) must be presented in a separate Envelope from the Technical/Functional Response information. The onus is on the Bidder to ensure that the financial proposal is separated from the technical proposal.

Please refer to paragraph 12.3 above for ease of reference.

PHASE 3: POINTS AWARDED FOR PRICE AND SPECIFIC GOALS (90/10 PREFERENTIAL SYSTEM)

The 90/10 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	10
PRICE	90
Total	**100**

Price

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

90/10

Type equation here. $$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED 90/10
Women	**2**
People with disability	**2**
Youth (35 and below)	**2**

Location of enterprise (Province)	**1**
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	**3**
Total points for SPECIFIC GOALS	**10**

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

BBBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, if they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

PC= Mpa x P-own

100

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

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

11. TERMS AND GENERAL CONDITIONS

(a) All submissions must be received by the Pongola-Umzimkulu Catchment Management Agency no later than **26 day of November 2026.** Respondents must submit their proposals before the closing date and time. No late submissions will be considered;

(b) All submissions and subsequent information received will become the property of the Pongola-Umzimkulu Catchment Management Agency and will not be returned;

(c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered "non-responsive" and therefore not considered;

(d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;

(e) Service Providers should submit 5 Copies of proposals, one copy should be an original and clearly marked **Original** and the remaining can be the copies of the Original.

"

SUBMITTED OF THE PROPOSAL TRAVEL MANAGEMENT SERVICES AT PONGOLA-UMZIMKULU CMA FOR A PERIOD OF 36 MONTHS" at the Tender Box of:

Department of water and Sanitation

303 Dr. Pixley KaSeme street Delta Towers Durban 4001

Ground floor reception

GPS Coordinates:(-29°51'31"S)(31° 01' 17" E)

(f) Respondents or their representatives (including the courier services) must ensure that they register their submissions in the Lodging Sheet at the Reception Desk of the above-mentioned Pongola-uMzimkhulu CMA Office, wherein they will indicate the name of the person delivering the submission, the number of copies submitted, the time and date of submission and sign the document.

(g) All Technical enquiries regarding this Request for Tender (RFP) must be directed to: - Mr. Nolindelo Mdunge at Number: 082 798 0422; Email:mdungen@dws.gov.za and all Supply

Chain enquiries must be directed to Ms Sizakele Ndaba or Mr Sbusiso Mbokazi; Email: ndabas@dws.gov.za and or mbokazis@dws.gov.za

(h) The contact persons reflected above shall be the only point of contact for this contract. Failure to observe this requirement might lead to immediate disqualification of the respondent;

(i) The Pongola-uMzimkhulu CMA reserves the right not to accept any submission

(j) Bidders must comply with Regulation 13(c) of the Public Service Regulations, 2016 which states that "an employee in the public service shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in ANNEXURE 2 and 3 of the PFMA"

(k) Submission of a Request for Proposal and its subsequent receipt by the Pongola-uMzimkulu CMA does not represent a commitment on the part of the Pongola-uMzimkulu CMA to proceed further with any Respondent or any project;

(l) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

(m) Public Liability - Pongola-uMzimkhulu CMA shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract

(n) Tender prices must remain valid for a period of 120 days (calculated from closing date of the bid).

14. DISQUALIFICATION

It must be stressed that any queries relating to this request must be addressed only to ndabas@dws.gov.za and/ or mchunusi@dws.gov.za who are identified as contact persons for this contract; Mr Sibusiso Mchunu or Ms Sizakele Ndaba: Supply Chain Management Unit Contact Number: 067 425 5331. The queries must be in writing addressed to the

above-mentioned officials. The queries must be sent to the above-mentioned officials before **26 November 2026**

(a) Respondents are not to communicate in any manner or form whatsoever with members of Pongola-Umzimkulu Catchment Management Agency's personnel about the RFP until the preferred Supplier(s) has been selected and the procurement process completed;

(b) Respondents are advised that should there be any contact with Pongola-uMzimkhulu Catchment Management Agency's staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification;

(c) Misrepresentation of information presented to the Pongola-uMzimkhulu Catchment Management Agency, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY					
BID NUMBER:	**PUCMA17PK**	CLOSING DATE: 26 /11/2026		CLOSING TIME:	11:00
DESCRIPTION	**REQUEST FOR PROPOSAL (RFP): TRAVEL MANAGEMENT SERVICES FOR PONGOLA -UMZIMKULU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF 36 MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Address where the documents will be delivered:

303 Dr Pixley KaSeme Street Delta Towers Building (GROUND FLOOR) Tender Box

DURBAN 4001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. S NDABA**	CONTACT PERSON	**Ms. N Mdunge**
TELEPHONE NUMBER	**0674255331**	TELEPHONE NUMBER	**082 798 0422**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	Ndabas@dws.gov.za	E-MAIL ADDRESS	MdungeN@dws.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NU	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NU	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	☐ Yes ☐ No		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PA

RT

B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

..... CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid number.....

Closing Time 11:00 ..... Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		.....
-	At:		.....
-	Brand and model		.....
-			
-	Country of origin		.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		.....
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

---

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

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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

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

restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING

AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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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 to or below R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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:

80/20 **or** **90/10**

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

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)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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30. Applicable law
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33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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