



PROVISION OF FLIGHTS AND CAR HIRE SERVICES FOR A PERIOD OF SIX MONTHS

MINI BID NUMBER: M/15/23/24

BIDDER:

CLOSING DATE: 14 JULY 2023

CLOSING TIME: 11H00

PRICE OFFER:

CSD NUMBER:

URGENT FRAUD ALERT

CRIMINAL CALLS TARGETING BIDDERS
NO PAY-OFFS TO SUBMIT OR SECURE TENDERS
STAY VIGILANT - REPORT FRAUD

*ECPTA will not ask any bidder for any monies



REPORT

Whistle Blowers

PRIVATE & CONFIDENTIAL

0800 611 085

ecpta@whistleblowing.co.za

www.whistleblowing.co.za



REQUEST FOR QUOTATION

MINI BID NUMBER: M/15/23/24

PROVISION OF FLIGHTS AND CAR HIRE SERVICES FOR A PERIOD OF SIX MONTHS

NB: It is important that **ALL detailed information on required is furnished in full**. Failure to comply will render your quotation liable to rejection, as late and incomplete quotations cannot be considered.

EVALUATION AND SELECTION CRITERIA

A two-stage evaluation process will be employed. In Stage 1 all bids received will be evaluated for Compliance with bid requirements. Only service providers who meet all the criteria for Compliance with bid requirements will proceed to stage 2 (Price and Specific Goals).

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed on pages 17&18 of the bid document.

Bidder must comply with the set of Compliance and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

Stage 2: Price and Specific Goals

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100



Documents outlining detailed specifications will be made available from the **5th of July 2023** “**FREE OF CHARGE**”. Documents can be downloaded from <https://visiteasterncape.co.za/corporate/procurements/mini-bids>

Sealed Quotations endorsed on the envelope with the Tenderer’s name and the Quotation Number shall be deposited in the formal Tender Box situated in the ECPTA offices at 17-25 Oxford Street, Corner of Fleet and Oxford Street, East London CBD, East London or posted so as to reach The Chief Executive Officer, P.O. Box 11235, Southernwood, East London, 5213 in sufficient time for it to be placed in the Tender Box before the closing time of 11h00 on the closing date i.e. **14th July 2023**.

Enquiries regarding issue of bid documents may be directed by e-mail to Ms Hlokoma Nzanzeka at Hlokoma.Nzanzeka@ecpta.co.za. Technical enquiries may be directed to Mr Mcebisi Sandi at Mcebisi.Sandi@ecpta.co.za

ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below:

Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email: ecpta@whistleblowing.co.za; Tip-offs Website: www.whistleblowing.co.za



SBD 1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	M/15/23/24	CLOSING DATE: 14 July 2023		CLOSING TIME:	11h00am
DESCRIPTION	PROVISION OF FLIGHTS AND CAR HIRE FOR A PERIOD OF SIX MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Cnr. Oxford and Fleet Street					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Hlokoma Nzanzeka		CONTACT PERSON	Mr Mcebisi Sandi	
TELEPHONE NUMBER	043 492 0758		TELEPHONE NUMBER	043 492 0685	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	Hlokoma.Nzanzeka@ecpta.co.za		E-MAIL ADDRESS	Mcebisi.Sandi@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA



B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
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[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]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

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



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

NAME OF THE SIGNATORY

SIGNATURE OF BIDDER:

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

DATE:



TERMS OF REFERENCE

ECPTA's primary objective in issuing a Mini Bid to enter into agreement with a successful bidder(s) who will achieve the following:

- a. Provide ECPTA with the Flights and Car Hire 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 ECPTA without any degradation in the services;
- c. Appropriately contain ECPTA's risk and traveller risk.

Service Category	Number of Transactions per annum
Air travel – Domestic	735
Air Travel - Regional & International	28
Air travel – Regional & International (Re-issue)	10
Air travel – Domestic (Re-issue)	20
Refunds – Air Domestic	6
Refund – Air Regional & International	5
Car Rental – Domestic	1120
Car Rental – Regional & International	0
Transfers / Shuttle – Domestic	20
Transfers / Shuttle – Regional & International	20
Bus /Coach bookings (Domestic)	20
Bus/Coach bookings (International)	87
Train - Regional & International	0
After Hours	32
Parking	0
Insurance	14
Forex	0
Visa	11
GRAND TOTAL	2128

3.1 Travel Volumes

The current **ECPTA** total volumes per annum includes air travel, car hire and forex. The table below details the actual travel volumes and annual expenditure for transactions during 2022/2023 financial year.

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



3.2 Service Requirements

3.3 General

The successful bidder will be required to provide Flights and Car Hire services. Deliverables under this section include without limitation, the following:

- a. The TMC will be provided to all Travellers travelling on behalf of ECPTA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that ECPTA is responsible for the arrangement and cost of travel
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 16h30) and provide after hours and emergency services.
- c. Familiarisation with current ECPTA travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between ECPTA and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current ECPTA Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the service provider's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for ECPTA to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to ECPTA.



- I. It is a requirement that the bidder is a member of ASATA (Association of South African Travel Agents) and IATA (International Air Transport Association). Proof of such membership must be submitted with the bid at closing date and time. Failure to submit proof of membership will result to immediate disqualification of the bid.
- m. TMC must consider rotating service providers including service providers outside their network of service providers

3.4 Reservations

The TMC 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 e-tickets and vouchers immediately and send it to the travel booker and 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. Appraise 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. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Book parking facilities at the airports where required for the duration of the travel.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings and issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- i. Advise the Traveller of all visa and inoculation requirements well in advance.
- j. 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. Facilitate and coordinate processing of all VISA appointments and relevant processes.
- q. Negotiated airline fares, car rental rates, etc. which are negotiated directly or established by National Treasury or by ECPTA are **non-commissionable**, where commissions are earned for ECPTA bookings all these commissions should be returned to ECPTA on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by ECPTA.
- s. Timely submission of proof that services have been satisfactorily delivered (invoices) as per ECPTA's instructions
- t. Timely advise the Traveller of all amendments and changes to any existing booking

3.5 Air Travel

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



- k. Assist with lounge access if and when required.

3.6 Car Rental, Shuttle Services and Truck Hire for relocations

- a. The TMC will book the approved category vehicle in accordance with the ECPTA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue), cheapest rates within/outside their network of suppliers.
- 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 Service Provider 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 ECPTA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The Service Provider should manage shuttle companies on behalf of the ECPTA and ensure compliance with minimum standards. The Service Provider should also assist in negotiating better rates with relevant shuttle companies.
- g. The Service Provider must during their report period provide proof that negotiated rates were booked, where applicable.
- h. The service provider will be required to book heavy duty vehicles for transportation of furniture and other heavy goods.

3.7 After Hours and Emergency Services

- a. The Service Provider must provide a minimum of two (2) consultants or a team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (16h30 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number with a minimum of two (2) alternative numbers should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.



3.8 Communication

- a. The Service Provider may be requested to conduct workshops and training sessions for Travel Bookers of ECPTA.
- b. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- c. The Service Provider ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

3.7 Financial Management

The Service Provider must implement the rates negotiated by ECPTA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

- a. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to ECPTA for payment within the agreed time period.
- b. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- c. The Service Provider 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 Service Provider who, in turn, invoices ECPTA for the services rendered.
- d. Consolidate Travel Supplier bill-back invoices.
- e. In certain instances where institutions have a travel lodge card in place, the payment of air and ground transportation is consolidated through a corporate card vendor.
- f. The Service Provider is responsible for the consolidation of invoices and supporting documentation to be provided to ECPTA's 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.
- g. Ensure Travel Supplier accounts are settled timeously.

3.8 Technology, Management Information and Reporting

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



- b. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- c. All management information and data input must be accurate.
- d. The Service Provider will be required to provide the ECPTA 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.
- e. The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- f. Reports must be accurate and be provided as per ECPTA'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).
- g. ECPTA may request the Service Provider to provide additional management reports.
- h. Reports must be available in an electronic format for example Microsoft Excel.
- i. 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 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.
- m. The Service Provider will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

3.8 Account Management

- a. An Account Management structure should be put in place to respond to the needs and requirements of the ECPTA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b. The Service Provider must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the ECPTA's account.
- c. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- d. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the Service Provider and other travel service providers.
- e. Ensure that the ECPTA's Travel Policy is enforced.
- f. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the Service Provider.
- g. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- h. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

3.9 Value Added Services

The Service Provider must provide the following value added services:

- 1. Destination information for regional and international destinations:
 - i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;



- x. Airline baggage policy; and
 - xi. Supplier updates
2. Electronic voucher retrieval via web and smart phones;
 3. SMS notifications for travel confirmations;
 4. Travel audits;
 5. Global Travel Risk Management; VIP services for Executives that include, but is not limited to check-in support.

3.10 Cost Management

- a. The National Treasury cost containment initiative and the ECPTA's Travel Policy is establishing a basis for a cost savings culture.
- b. It is the obligation of the Service Provider Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- c. The Service Provider 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.
- d. The Service Provider 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 ECPTA'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.

3.11 Office Management

- a. The Service Provider to ensure high quality service to be delivered at all times to the ECPTA's travellers. The Service Provider is required to provide ECPTA with highly skilled and qualified human resources of the following roles but not limited to:
 - b. Travel Consultants
 - c. Finance Manager
 - d. Account Manager

3.12 PRICING MODEL

- a. ECPTA requires bidders to propose a single pricing model being the transactional fee model.
- b. **NB: The Service Providers are required to provide service fee for placements only and not provide costs of actual bookings in their pricing schedule.**



c. Transaction Fees

d. Refer Annexure A3: Pricing Schedule

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

f. Volume driven incentives

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

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

i. No override commissions earned through ECPTA reservations will be paid to the Service Providers;

j. An open book policy will apply and any commissions earned through the ECPTA volumes will be reimbursed to ECPTA.

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



EVALUATION AND SELECTION CRITERIA

A two-stage evaluation process will be employed. In Stage 1 all bids received will be evaluated for compliance with bid requirements. Only service providers who meet all the criteria for compliance with bid requirements will proceed to stage two for price and specific goals (80/20).

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with any of the requirements stated below will result in immediate rejection of the bid.

- a) **Company Experience:** Bidders must submit a minimum of **three (3) travel management projects** completed in organizations similarly sized or similarly mandated public entities or government departments. Only projects with a duration of **three years** and above will be considered for evaluation.

NB: Proof of experience that will be acceptable is ONLY the reference forms attached to the bid document. The reference forms must be completed, signed and stamped by the client(s) previously serviced. Reference forms, which are incomplete or not in compliance with the above requirement will not be considered for evaluation.

- b) **Bank Rating Certificate:** Bidders must submit a Code A, B or C Bank rating certificate for financial capability. Bank Rating Certificates must not be older than 3 months. Bank Rating Certificates which are not dated or dated outside the 3 months period will not be considered. Bank Confirmation letters will not be considered.
- c) **IATA Licence/Certificate:** Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate at closing date. The copy of the certificate must be certified not older than 3 months. 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.
- d) **ASATA Registration:** Bidders are required to submit their Association of South African Travel Agents (ASATA) proof of registration certificate at closing date. The copy of the certificate must be certified not older than 3 months
- e) **Key Project Team Members:** Bidders must submit CV's, certified copies of qualifications and certified copies of professional registration for the following key project team members. Copies of qualifications and copies of professional registration must be certified not older than three months.
- I. At least two (2) accredited travel agents with a minimum of three years' experience each



- II. At least one (1) Accounts Manager with a minimum of five years relevant experience.

The number of project team members listed above is not an indication of the size of ECPTA account; however, it is for evaluation purposes.

f) Methodology

Bidders must submit a detailed methodology including but not limited to the following:

I. Manage all reservations/ bookings

- Describe how all travel reservations/ bookings are handled e.g car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air and car passport requirement, confirmation numbers and additional proof of competency.

II. Directly negotiated rates

- Negotiated airline fares, car rental rates, etc, that are negotiated directly or established by National Treasury or by ECPTA are non-commissionable, where commissions are earned for ECPTA bookings, all these commissions should be returned to ECPTA on a quarterly basis.
- Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.

III. Account Management

- Bidders must submit a detailed skills transfer plan with milestones over the duration of the period. The skills transfer plan must outline detailed steps and processes that will be undertaken to ensure that ECPTA would be ready to manage the account internally at the end of the contract period
- Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE INFORMATION / EVIDENCE WILL RESULT TO IMMEDIATE REJECTION OF THE BID

Stage 2: Price and Specific Goals

Criteria	Points Available
Bid Price	80
Specific Goals	20



Total	100
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Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of CSD full report for the month of June 2023.
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 days
- A service level agreement shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.
- If the appointed company decide to change the resource allocated to the project, the company is expected to submit a CV of the replacement to ECPTA for approval. Should the proposed candidate not meet the entities requirements the Entity reserves the right to cancel the contract.



The following documents must be submitted with the mini bid document:

- Proof of registration with Treasury Central Supplier Database (CSD) – Full report for the month of July 2023
- Company Registration Documents and shareholder's certificate showing ownership details of the Company.
- Medical certificate (if applicable)
- Proof of address
- Companies who bid as a joint venture must supporting documents for both companies and a JV agreement.



EVALUATION OF COMPANY EXPERIENCE: STAGE 1

This form must be completed by the authorized person of the bidder's current or previous clients. The form must be fully completed, signed, and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

1. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	



Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp



2. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

2.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	



Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp



3. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	



Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp



B. BANK RATING CERTIFICATE

(Attach Bank Rating Certificate here)



C. ASSOCIATION OF SOUTH AFRICAN TRAVEL AGENTS (ASATA) REGISTRATION

(Attach ASATA Certificate here)



D. IATA LICENCE/CERTIFICATE

(Attach IATA Licence/Certificate here)



D. CV's OF KEY PROJECT TEAM MEMBERS

Bidders must submit CV's, certified copies of qualifications and certified copies of professional registration for the following key project team members. Copies of qualifications and copies of professional registration must be certified not older than three months.

- At least two (2) accredited travel agents with a minimum of three years' experience each
- At least one (1) Accounts Manager with a minimum of five years relevant experience.

NAME	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS/ CERTIFICATION (ATTACH COPY)	No. of Years' EXPERIENCE
	Travel Agent		
	Travel Agent		
	Accounts Manager		



(Attach CV's and copies of qualifications and professional registration of key project team members here)



E. METHODOLOGY

(Attach Methodology here)



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 7-16).

3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.



7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

All bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 Penalty Provision

Should the success Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

(i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or (ii) A new Bid price.

9. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price but must be shown separately.

10. Price Escalation: N/A

11. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. Samples: N/A



13. Duration of the Bid:

The contract period is six (6) months.

14. Delivery Periods:

The successful bidder will liaise with Mr Mcebisi Sandi - 043 492 0685

15. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked “**PROVISION OF FLIGHTS AND CAR HIRE SERVICES FOR A PERIOD OF SIX MONTHS.**” – **MINI BID NO. M/15/23/24**”. Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **14 July 2023**.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered

16. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Ms. Hlokoma Nzanzeka at 043 492 0685 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: Hlokoma.Nzanzeka@ecpta.co.za

17. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

18. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

19. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.



20. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder will be awarded a Purchase Order which serves as the binding contract with ECPTA.

- Only bidders that have met the requirements of the bid specification shall be considered during the adjudication process;
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages in the bid document. If the bidder does not meet this requirement it will be automatically disqualified.



**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF THE BIDDER:

BID NO.: M/15/23/24

DESCRIPTION: PROVISION OF FLIGHTS AND CAR HIRE SERVICES FOR A PERIOD OF SIX MONTHS.
CLOSING TIME 11:00 **CLOSING DATE:** 14 July 2023

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

TRADITIONAL BOOKINGS			
Description	Estimated Volume	Unit Price (Excl vat)	Total Price (Excl vat)
Air travel – Domestic	735		
Air Travel - Regional & International	28		
Air travel – Regional & International (Re-issue)	10		
Air travel – Domestic (Re-issue)	20		
Refunds – Air Domestic	6		
Refund – Air Regional & International	5		
Car Rental – Domestic	1120		
Car Rental – Regional & International	0		
Transfers / Shuttle – Domestic	20		
Transfers / Shuttle – Regional & International	20		
Bus /Coach bookings (Domestic)	20		
Bus/Coach bookings (International)	87		
Train - Regional & International	0		
After Hours	32		



Parking	0		
% admin fees for fines	5		
Vat 15%			R
Grand Total for 6 months			R

NOTE:

- **Estimated Volume figures displayed above is for evaluating purpose and the ECPTA volumes may increase/decrease based on the requirements of the ECPTA.**
- **All costs associated with carry out the service list from page. 7-16 must be included in the Grand Total.**
- **No additional cost will be paid out by the agency for any additional cost not expressed in the pricing schedule above.**

I THE UNDERSIGNED (NAME & SURNAME)
 CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT

.....
 Signature Date

.....
 Name of Bidder

GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents



11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
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17. Prices
18. Increase/decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
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29. Limitation of liability
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36. National Industrial Participation Programme (NIPP)
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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“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 provider covered under the contract.



- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

6.2 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider'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 ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
- (b) a cashier's or certified cheque.

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

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 purchaser or an organization acting on behalf of the purchaser.



- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.



10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.



17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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



22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

25.1 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 antidumping 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 provider to the



purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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



- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. Taxes and Duties

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.



36. National Industrial Participation Programme (NIP)

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

37. Amendment of Contracts

37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

DATE

SIGNATURE OF BIDDER



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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



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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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ 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

¹ 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.



process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) 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



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 PREFERENCE POINT SYSTEMS

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

80/20

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



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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



system,

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

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

The 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)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)) 10-50% HDI Ownership <10% HDI Ownership	7 3.5 0	
>51% Women Ownership 10-50% Women Ownership <10% Women Ownership	5 2.5 0	
Locality (Enterprises located in the Eastern Cape Province)	2	
>51% Youth Ownership 10-50% Youth Ownership <10% Youth Ownership	4 2 0	
>51% Disability Ownership	2	



10-50% Disability Ownership	1	
<10% Disability Ownership	0	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;



- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

- iv) ABE partners must complete ABE Declaration Affidavits.

- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name

- b) Postal address



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

c) Physical address

.....
.....

d) Telephone.....

e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone



Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address



Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....



.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		



7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

.....
.....



.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

.....



.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.



TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE



Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorized to sign on behalf of.....

Name

Address.....

Telephone

Date

Signature.....

Duly authorized to sign on behalf of.....



Name

Address

Telephone

Date

Signature.....

Duly authorized to sign on behalf of.....

Name

Address.....

Telephone

Date

Signature.....

Duly authorized to sign on behalf of.....

Name



JOINT VENTURE AGREEMENT

ATTACH JOINT VENTURE AGREEMENT



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



PROOF OF ADDRESS

Please attach proof of address to the next page.

