



DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF SPORT, RECREATION, ARTS & CULTURE STATED HEREIN UNDER

Bid No.	SCMU14-24/25-0004	
Bid Description.	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE TRAVELLING AND HOSPITALITY MANAGEMENT IN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.	
The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)		
Details of Compulsory Pre-Bid Information meeting :-	Venue:-	Sport Recreation Arts and Culture No.16 Commissioner Street Old Elco Building, Amathole Boardroom, East London
	Date & Time:-	28 June 2024 at 10H:00 AM
Contact Person/s:-		
Specification:	Name:	Mr. N. H Mtanzeli
	Telephone & Cell Numbers:	043 – 492 1310 / 066 474 2755
Bid Procedures:	Names:	Mr. M. Maqubela
	Telephone No:	043 492 0232
Closing time and date:	Time and Date:	15 July 2024 at 11H00
	Condition	Bid received after the closing time and date are late and will as a rule not to be accepted for consideration. Bids should be in a sealed envelope clearly marked with the above bid number, description, and Department of Sports, Recreation, Arts and Culture’s name.
Delivery address and conditions for delivery of bids:-		
	Delivery address:	Supply Chain Management Unit, Department of Sport, Recreation, Arts and Culture. Wilton Mkwazi building, No.5 Eales street, buffalo road, King Williams town
		Bidders should ensure that the bids are delivered timeously to the correct address. The bid box will be open from 8h00 to 16H30 Monday to Thursday and 8H00 to 16H00 on Friday.
<ul style="list-style-type: none">• The SBD 1 and all other application forms attached must be completed and signed in the original that is in ink.• Forms with photocopied signatures or other such reproduction of signatures will be rejected.• Bids by telegram, facsimile or other similar apparatus will not be acceptable for consideration.		



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Definitions

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

Department	means the Eastern Cape Department Sports Recreation, Arts and Culture acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Specifications relating to the Technology / Services ○ The Conditions of Bid; ○ The Conditions of Contract and Operational Requirements. ○ ALL the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in this bid document



PART 1

Conditions of Bid

1. Offer and special conditions

1.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached with its bid. Bidders must take careful note of the special conditions.

1.2 All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.

1.3 In the event that any form or certificate provided in the bid document of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided, and the bidder should refer to such annexure in the form or certificate provided.

2. Closing time of bids and provisions relating to submission of bids

2.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

2.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

3. Enquiries

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

BID BRIEFING

See the details of bid briefing on the cover page of the bid.

5. preference points claim forms

Part –contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

6. Pricing

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents.

It is a requirement of this bid that the bid price is firm i.e. NO ROE CLAIMS

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

6.4 qualifications of bidders

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached, if no details are included in the bid, it would be accepted that the bidder does not have experience.



7. Partnerships and legal entities

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached

8. Consortia

8.1 It is recognized that bidders may wish to form consortia to provide the Services.

8.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

8.3 It shall be signed so as to be legally binding on all consortium members;

8.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

8.5 The lead member shall be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the consortium;

8.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid, otherwise the Bid will be disqualified.

9. organisational principles

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached

10. Declaration of interest

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached.

11. Details of the prospective bidders nearest office to the location of the contract

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the services are to be provided (see Part 3 of this invitation to bid). These details should be provided on the form attached which completed form, must be submitted together with the bid.

12. Financial Particulars

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions.

13. Validity

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **hundred and twenty days (120)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

14. Acceptance of bids

The State, the Eastern Cape Provincial Government, the Department of Sports, Recreation, Arts and Culture and(as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State,



the Eastern Cape Provincial Government, the Department,(as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, the Department, (as the case may be) considers to be of minor importance and not complied with by the bidder.

15. No rights or claims

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of or against the State, the Eastern Cape Provincial Government, and the Department. The State, the Eastern Cape Provincial Government, and the Department (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any services or combination of services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

15.2 Neither the State, the Eastern Cape Provincial Government, the Department, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

16. Non-disclosure, confidentiality and security

16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Department.

16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

17. Accuracy of information

17.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Department nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

17.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

18. Competition

18.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

18.2 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

18.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.



18.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

19. Reservation of Rights

19.1 Without limitation to any other rights of the Department (whether otherwise reserved in this invitation to bid or under law), and the Department expressly reserves the right to:-

19.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

19.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

19.4 Reject all responses submitted by bidders and to embark on a new bid process.

Conditions of Contract and Operational Requirements

1. Contract

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Department and shall continue in force for the period of **thirty-six (36) months**.

2. Fees and charges

2.1 The stipulated bid prices shall be fixed (firm) for the duration of contract.

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.

2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. General responsibilities of the contractor

3.1 The Department's operational requirements. The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 Problem identification and reporting. The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall:-

3.3 Without delay informs the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel;

3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.

3.5 Other Service Providers The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.

3.6 Regulations and statutes the contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.8 Compliance with procedures manager is recorded that during the currency of the contract the Department may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures. The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.



should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

3.9 Contractor's procedures the contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services.

3.10 Provision of Services in clean and tidy manner. The contractor shall ensure that the Services are provided in a clean and tidy manner.

4. Hazardous materials

The contractor will be held liable for any expenses that may be incurred by the Department as a result of damage to property and injury to personnel as a result of poor-quality products.

5. Fire Risks

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Department and take such remedial action as may be necessary.

6. Energy Management

The contractor shall comply fully with the energy management strategy implemented in the Department from time to time and shall provide the Services in an energy efficient manner.

7. Occupational Health and Safety

7.1 In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

7.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8 Service Level Agreement

It is recorded that the Department and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9 Performance measurement provisions

9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.



9.2 Compliance.

For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined.

- with reference to reports provided by contractor.
- with reference to reports or complaints received from third parties.
- by means of user satisfaction surveys conducted by Department
- by means of service reviews, inspections or any audit carried out by or on behalf of the Department.

9.3 Records

Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Department upon request.

9.4 Measurement of performance

- **Periodic checks:** Department and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Department) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Department.
- **Service complaints:** All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Department, its appointed facilities manager,
- or any other party shall be given proper and speedy consideration by contractor. Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Department.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12 SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It is recorded that where such consent is given contractor shall remain liable to Department for the performance of the Services

Request for Proposal for Appointment of Travel Management Company
To Provide Travel Management Services to the EASTERN CAPE SPORT RECREATION ARTS AND CULTURE

For the period of 36 months

RFP NUMBER: SCMU14-24/25:0004

Date Issued: 14 June 2024

Closing date and time: 15 July 2024 at 11:00 AM

Bid Validity Period: [120 days]

TENDER BOX ADDRESS:

The Department of Sport, Recreation, Arts and Culture
05 Eales Street
QONCE
5600



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INTRODUCTION

The Department of Sport, Recreation, Arts and Culture in the Eastern Cape is responsible to execute its mandate on the constitutional mandate in respect of Administration, Cultural Affairs, Libraries and Archives as well Sport and Recreation at a local level, provincial, national and international level.



1. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential experienced bidder(s) for the provision of travel management services to the Eastern Cape Sport Recreation Arts and Culture.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department for the provision of travel management services to Eastern Cape Sport, Recreation, Arts and Culture.

This RFP does not constitute an offer to do business with Eastern Cape Sport Recreation, Arts and Culture but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

2. DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Traveller refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

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

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

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

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

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

VAT means Value Added Tax.

VIP or Executive Service means the specialised and personalised travel management services to selected



employees of Government by a dedicated consultant to ensure a seamless travel experience.

2.1. Tax Legislation

- 2.1.1. Bidder(s) must be compliant when submitting a proposal to [Institution name] and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 2.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 2.1.5. Bidders are required to be registered on the Central Supplier Database and the department shall verify the bidder's tax compliance status through the Central Supplier Database and SARS E-filing system.
- 2.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

2.2. Procurement Legislation

Eastern Cape Sport, Recreation, Arts and Culture has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

2.3. Technical Legislation and/or Standards

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



2.4. BRIEFING SESSION

- 2.5. **A Compulsory** briefing and clarification session will be held at **Department of Sport, Recreation, Arts and Culture – Amathole/BCM District, Old Elco Building, East London** on 28th June 2024 at **10H00** to clarify to bidder(s) the scope and extent of work to be executed. **It is highly recommended that bidders attend the briefing session.**

3. TIMELINE OF THE BID PROCESS

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

Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	14th June 2024 to 17 June 2024
Compulsory briefing and clarification session	28 June 2024 at 10H00.
Questions relating to bid from bidder(s)	05 July 2024 at 16H00
Bid closing date	15 July 2024

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at departmental discretion. The establishment of a time or date in this bid does not create an obligation on the part of Eastern Cape Sport Recreation Arts and Culture to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the department extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

4. CONTACT AND COMMUNICATION

- 4.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ntembeko Mtamzeli for bid enquiries via email at Ntembeko.mtamzeli@ecsrac.gov.za and/or 043 492 1310. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.



- 4.2. The delegated office of Supply Chain Management may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 4.3. Any communication to an official or a person acting in an advisory capacity for the Eastern Cape Sport Recreation Arts and Culture in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 4.4. All communication between the Bidder(s) and the department must be done in writing.
- 4.5. Whilst all due care has been taken in connection with the preparation of this bid, Eastern Cape Sport Recreation Arts and Culture makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The department and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 4.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the department (other than minor clerical matters), the Bidder(s) must promptly notify the department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Eastern Cape Sport Recreation Arts and Culture an opportunity to consider what corrective action is necessary (if any).
- 4.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 4.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

5. LATE BIDS

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

6. COUNTER CONDITIONS

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



7. FRONTING

- 7.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 7.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Eastern Cape Sport Recreation Arts and Culture may have against the Bidder / contractor concerned.

8. SUPPLIER DUE DILIGENCE

The Eastern Cape Sport Recreation Arts and Culture reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

9. SUBMISSION OF PROPOSALS

- 9.1. Bid documents must be placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- 9.2. Bid documents will only be considered if received by the department before the closing date and time, regardless of the method used to send or deliver such documents to the department.
- 9.3. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) USB Format with content of each file by the 28th June 2024 at 11H00. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB must be labelled and submitted in the following format:



Exhibit 1: Pre-qualification documents (Refer to Section 16.1 - Gate 0: Pre-qualification Criteria (Table 1))	Exhibit 1: Pricing Schedule (Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)
Exhibit 2: <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. (Refer to Section 16.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist) 	
Exhibit 3: <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement (Refer to Section 20 – Service Level Agreement) 	
Exhibit 4: <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

9.4. Bidders are requested to initial each page of the tender document on the bottom right hand corner of the page.

10. PRESENTATION / DEMONSTRATION

Eastern Cape Sport, Recreation, Arts and Culture reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

11. DURATION OF THE CONTRACT

successful bidder will be appointed for a period of 36 (thirty-six) months with an option to renew in department's sole discretion for an additional 24 (twenty-four) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

12. SCOPE OF WORK

12.1. Background

Sport, Recreation, Arts and Culture currently uses services of Travel Management Company to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is



currently a **semi**-automated process.

Sport, Recreation, Arts and Culture primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- Provide the department with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels.
- Achieve significant cost savings for Sport, Recreation, Arts and Culture without any degradation in the services.
- Appropriately contain Eastern Cape, Sport, Recreation, Arts and Culture risk and traveller risk.

12.2. Travel Volumes

The current **Sport, Recreation, Arts and Culture** total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY **2023/24** as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	90	R796 745.53
Air Travel - Regional & International	10	R187 256.45
Car Rental - Domestic	82	R1 083 150.32
Shuttle Services - Domestic	68	703 905.60
Accommodation - Domestic	1642	R31 772 613.71
Accommodation - Regional & International	10	R99 916.60
Bus/Coach bookings	53	R2 126 875.33
Venues and facilities	80	R5 599 294.46
Insurance	-	-
Transport for Public Events	890	R10 488 832.26
GRAND TOTAL	2925	R52 671 333.81

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.

12.3. Service Requirements

12.3.1. General

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



- a. The travel services will be provided to all Travellers travelling on behalf of Sport, Recreation, Arts and Culture locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that Sport, Recreation, Arts and Culture is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 14.3.6.
- c. Familiarisation with current **Sport, Recreation, Arts and Culture** travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between Sport, Recreation, Arts and Culture and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current Sport, Recreation, Arts and Culture 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 TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for Sport, Recreation, Arts and Culture 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 the reference letters from at least three (3) contactable existing/recent clients (within past 10 years) which are of a similar size to Sport, Recreation, Arts and Culture.

12.3.2. Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required 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. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. 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.
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Sport, Recreation, Arts and Culture are **non-commissionable**, where commissions are earned for Sport, Recreation, Arts and Culture bookings all these commissions should be returned to Sport, Recreation, Arts and Culture on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Sport, Recreation, Arts and Culture.



- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Sport, Recreation, Arts and Culture instructions

12.3.3. **Air Travel**

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

12.3.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Sport, Recreation, Arts and Culture travel policy.



- d. Sport, Recreation, Arts and Culture travellers may only stay at accommodation establishments with which **Sport, Recreation, Arts and Culture** has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Sport, Recreation, Arts and Culture.
- e. Accommodation vouchers must be issued to all Sport, Recreation, Arts and Culture travellers for accommodation bookings and must be invoiced to Sport, Recreation, Arts and Culture as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

12.3.5. Car Rental and Shuttle Services

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



12.3.6. **After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. 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 (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 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.

12.4. **Communication**

- 12.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Sport, Recreation, Arts and Culture.
- 12.4.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 12.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

12.5. **Financial Management**

- 12.5.1. The TMC must implement the rates negotiated by Sport, Recreation, Arts and Culture with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 12.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Sport, Recreation, Arts and Culture for payment within the agreed time period.
- 12.5.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.



- 12.5.4. The TMC will be required to offer a **30-day** bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Sport, Recreation, Arts and Culture for the services rendered.
- 12.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 12.5.6. Consolidate Travel Supplier bill-back invoices.
- 12.5.7. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 12.5.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Sport, Recreation, Arts and Culture'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.
- 12.5.9. Ensure Travel Supplier accounts are settled timeously.

12.6. **Technology, Management Information and Reporting**

- 12.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 12.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 12.6.3. All management information and data input must be accurate.
- 12.6.4. The TMC may be required to provide the Sport, Recreation, Arts and Culture with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- 12.6.5. Reports must be accurate and be provided as per Sport, Recreation, Arts and Culture's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 12.6.6. **Sport, Recreation, Arts and Culture** may request the TMC to provide additional management reports.



- 12.6.7. Reports must be available in an electronic format for example Microsoft Excel.
- 12.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
- i. Travel
 - a) After hours' Report;
 - b) Compliments and complaints;
 - c) Consultant Productivity Report;
 - d) Long term accommodation and car rental;
 - e) Extension of business travel to include leisure;
 - f) Upgrade of class of travel (air, accommodation and ground transportation);
 - g) Bookings outside Travel Policy.
 - ii. Finance
 - a) Reconciliation of commissions/rebates or any volume driven incentives;
 - b) Creditor's ageing report;
 - c) Creditor's summary payments;
 - d) Daily invoices;
 - e) Reconciled reports for Travel Lodge card statement;
 - f) No show report;
 - g) Cancellation report;
 - h) Receipt delivery report;
 - i) Monthly Bank Settlement Plan (BSP) Report;
 - j) Refund Log;
 - k) Open voucher report, and
 - l) Open Age Invoice Analysis.
- 12.6.9. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.
- 12.7. Account Management**
- 12.7.1. An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.



- 12.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Sport, Recreation, Arts and Culture's account.
- 12.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 12.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 12.7.5. Ensure that the Sport, Recreation, Arts and Culture's Travel Policy is enforced.
- 12.7.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 12.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 12.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

12.8. Value Added Services

The TMC must provide the following value-added services:

- 12.8.1. Destination information for regional and international destinations:
 - i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates
- 12.8.2. Electronic voucher retrieval via web and smart phones;
- 12.8.3. SMS notifications for travel confirmations;
- 12.8.4. Travel audits;



- 12.8.5. Global Travel Risk Management;
- 12.8.6. VIP services for Executives that include but is not limited to check-in support.
- 12.8.7. **Cost Management**
- 12.8.8. The National Treasury cost containment initiative and the Sport, Recreation, Arts and Culture's Travel Policy is establishing a basis for a cost savings culture.
- 12.8.9. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 12.8.10. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 12.8.11. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Sport, Recreation, Arts and Culture'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.
- 12.9. **Quarterly and Annual Travel Reviews**
- 12.9.1. Quarterly reviews are required to be presented by the Travel Management Company on all Sport, Recreation, Arts and Culture travel activity in the previous three-month period. These reviews are comprehensive and presented to Sport, Recreation, Arts and Culture Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 12.9.2. Annual Reviews are also required to be presented to Sport, Recreation, Arts and Culture Senior Executives.
- 12.9.3. These Travel Reviews will include without limitation the following information
- i. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.
 - ii. PFMA SCM Instruction no 6 of 2022-23 National Travel Framework
 - iii. PFMA SCM Instruction no 7 of 2022-23 Cost Containment related to Travel and Subsistence.



12.10. Office Management

12.10.1. The TMC to ensure high quality service to be always delivered to the Sport, Recreation, Arts and Culture travellers. The TMC is required to provide Sport, Recreation, Arts and Culture with highly skilled and qualified human resources of the following roles but not limited to:

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

13. PRICING MODEL

Sport, Recreation, Arts and Culture requires bidders to propose pricing model being the transactional fee model.

Transaction Fees

Refer Annexure A3: Pricing Schedule

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

- i. Off-site option (**Template 2**)

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

13.2. Volume driven incentives

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

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- ii. No override commissions earned through Sport, Recreation, Arts and Culture reservations will be paid to the TMCs;



- iii. An open book policy will apply, and any commissions earned through the Sport, Recreation, Arts and Culture volumes will be reimbursed to the department.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

14. EVALUATION AND SELECTION CRITERIA

Sport, Recreation, Arts and Culture has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Specific Goals Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 16.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

14.1. Gate 0: Pre-qualification Criteria

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



Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document
Preferential Points for Specific Goals Point Claim Form – SBD 6.1	No	Non-submission will lead to a zero (0) score on specific points.
Bidder Compliance form for Functional Evaluation	Yes	Complete and sign
Registration on Central Supplier Database (CSD)	No	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	Yes	<ul style="list-style-type: none"> i. Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. Where a bidding company is using a 3rd party IATA licence, valid proof of the agreement must be attached and copy of the certificate to that effect at closing date.
Pricing Schedule	Yes	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

14.2. Gate 1: Technical Evaluation Criteria = 100 points

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

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:



- i. Desktop Technical Evaluation – Bidders will be evaluated out of **80 points** and are required to achieve minimum threshold of **70 points** of **80 points**.
- ii. Presentation and system demonstration – Bidders will be evaluated out of **20 points** and are required to achieve minimum threshold of **10 points** out of **20 points**.
- iii. The overall combined score must be equal or above **80 points** in order to proceed to Gate 2 for Price and specific goals evaluations.

As part of due diligence, Sport, Recreation, Arts and Culture will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at **departments'** sole discretion.

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

Desktop Technical Evaluation found in Annexure A2 – Technical Scorecard	80	70
Presentation and On-site Reference Checks	20	10
OVERALL COMBINED POINTS	100	80

14.3. Gate 2: Price and Preferential Points on Specific Goals (90+10) = 100 points

Only Bidders that have met the 80-point threshold in Gate 1 will be evaluated in Gate 2 for price and Preferential points on specific goals. Price and Specific goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- Preferential points on specific goals (maximum 10 points)



i. Stage 1 – Price Evaluation (90 Points)

Price Evaluation	
$Ps = 90 \left(1 - \frac{Pt - P \min}{P \min} \right)$	90

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

Where

Ps = Points

scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

ii. Stage 2 – Preferential Points Evaluation (10 Points)

a. Specific goals

A maximum of 10 points may be allocated to a bidder for attaining their specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
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)	3	
Women (Atleast 51% of ownership company ownership by a woman)	3	
Persons with disabilities (Atleast 51% of company ownership by a person with a disability)	2	
Promotion of Youth (Atleast 51% of company ownership by a person who is Youth)	2	



b. Joint Ventures, Consortiums and Trusts

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Sport, Recreation, Arts and Culture** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

c. Sub-contracting

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

The following is an extract from the PPPFA Act:

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

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



iii. **Stage 3 (90 + 10 = 100 points)**

The Price and Preferential points will be consolidated.

15. GENERAL CONDITIONS OF CONTRACT

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

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

16. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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17. SERVICE LEVEL AGREEMENT

- 17.1. Upon award Department of Sport, Recreation, Arts and Culture and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Sport, Recreation, Arts and Culture more or less in the format of the draft Service Level Indicators included in this tender pack.
- 17.2. **Sport, Recreation, Arts and Culture** reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 17.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.



- 17.4. The department of Sport, Recreation, Arts and Culture reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Sport, Recreation, Arts and Culture or pose a risk to the organisation.

18. SPECIAL CONDITIONS OF THIS BID

Department of Sport, Recreation, Arts and Culture reserves the right:

- 18.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 18.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 18.3. To accept part of a tender rather than the whole tender.
- 18.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 18.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 18.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

19. DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 19.1. Confirm that the bidder(s) is to: –
- Act honestly, fairly, and with due skill, care and diligence, in the interests of Sport, Recreation, Arts and Culture.
 - Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - Act with circumspection and treat Sport, Recreation, Arts and Culture fairly in a situation of conflicting interests;



- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with department of Sport, Recreation, Arts and Culture.
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Sport, Recreation, Arts and Culture as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Sport, Recreation, Arts and Culture will not be used or disclosed unless the written consent of the client has been obtained to do so.

20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

20.1. The department of Sport, Recreation, Arts and Culture reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Eastern Cape Sport, Recreation, Arts and Culture or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Sport, Recreation, Arts and Culture officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;



- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 21.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Sport, Recreation, Arts and Culture relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 21.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Sport, Recreation, Arts and Culture against the bidder notwithstanding the conclusion of the Service Level Agreement between Sport, Recreation, Arts and Culture and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

22. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the department its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

23. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the department of Sport, Recreation, Arts and Culture incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or



confidentiality obligations), then the bidder indemnifies and holds the department harmless from any and all such costs which the department may incur and for any damages or losses the department may suffer.

24. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

25. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The department will not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

26. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax status to the department or whose verification against the Central Supplier Database (CSD) and/or SARS e-filing of tax pin proves non-compliant. The department further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

27. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

28. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.



29. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the department of Sport, Recreation, Arts and Culture allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the department will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

30. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with departments' examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Sport, Recreation, Arts and Culture remain proprietary to the department and must be promptly returned to department of Sport, Recreation, Arts and Culture upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

31. SPORT, RECREATION, ARTS AND CULTURE PROPRIETARY INFORMATION




Bidder will on their bid cover letter make declaration that they did not have access to any departments' proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).



32. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP- **SCMU14-24/25:0004**, the Eastern Cape, Sport, Recreation, Arts and Culture may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

SIGNING OFF – TERMS OF REFERENCE:

PROJECT LEADER	SUPPORTED BY: BSC CHAIRPERSON	RECOMMENDED BY: RELEVANT CHIEF DIRECTOR	APPROVED BY: CHAIRPERSON OF BID ADJUDICATION COMMITTEE
Mrs A. Peard	Mr L. Zibonda	Ms. N. Fololo	Mr NT Adonis
Senior Manager: SCM	Deputy Director: Assets and Logistics Management	Chief Director: Corporate Services	Chief Financial Officer
Signature: 	Signature: 	Signature: 	Signature: 
Date:11/06/2024	Date:11/06/2024	Date:13 June 2024	Date:13 June 2024

Bid Forms and related documentation Schedule A

Government Procurement General Conditions of Contract

Annexure A

Notes

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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

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

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

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

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

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

3. Use of Contract documents and information; inspection

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

4. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on

completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's

specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the Suppliers performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract

unless they otherwise agree; and

- (b) the purchaser shall pay the supplier any monies due the supplier.

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU14-24/25-0004	CLOSING DATE:	15-07-2024	CLOSING TIME:	11H:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE TRAVELLING AND HOSPITALITY MANAGEMENT IN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DSRAC HEAD OFFICE, NO.05, EALES STREET, KING WILLIAM'S TOWN, EQONCE					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]			
				[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	ECSRAC		CONTACT PERSON	N.H. Mtamzeli	
CONTACT PERSON	M. Maqubela		TELEPHONE NUMBER	043 492 1366	
TELEPHONE NUMBER	043 492 0232		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Ntembeko.mtamzeli@ecsrac.gov.za	
E-MAIL ADDRESS	Mkululi.maqubela@ecsrac.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

4.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1. 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:
- 5.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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)		3		
Women		3		
Persons with disabilities		2		

Promotion of Youth		2		
Enterprises located in the Eastern Cape Province		0		
Promotion of Co-operatives and Non-Profit Organizations		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name _____ of
company/firm.....

5.4. Company _____ registration _____ number:
.....

5.5. 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]

5.6. 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:

- ii) The information furnished is true and correct;
- iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iv) 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;
- v) 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:

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc.:

2. A list of existing /previous contracts relating to services which are similar to the Services:

(Please provide contactable reference)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITAL

In the presence of:

1.
2.

Details of Supplier's office

1. Physical address of supplier's office

- 1 Telephone No of office: _____

- 3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

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Annexure A2

DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

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

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EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	reference page in bidder's proposal	Comments
1.2	Experience of the bidder	Pages 9 - 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	Manage all reservations and bookings	Pages 15 - 18	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	Manage all refunds and non-refundable airline-tickets	Page 19 - 21	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3



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Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

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

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

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
DESKTOP EVALUATION		80			
1	GENERAL	30			
1.1	<p>EXPERIENCE</p> <p>Provide the reference letters from contactable existing/recent clients (within the past 10 years) which are of a similar size to Sport Recreation Arts and Culture whom we may contact for references. A signed letter by a Director or higher must include company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.</p>	25	Section 14.3.1 (k)		



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#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<ul style="list-style-type: none"> 1-2 letters = 10 3-5 letters = 20 6 and more = 25 				
1.2	<p>ASATA (Association of South African Travel Agents) Membership. Provide proof of such membership.</p> <ul style="list-style-type: none"> Proof of valid ASATA Certificate = 5 points No valid proof of certificate = 0 point 	5			

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				<i>TO BE COMPLETED BY THE BIDDER</i>	
2	RESERVATIONS	15	SECTION 14.3.2 TO 14.3.6		
2.1	<p>Manage all reservations/ bookings and group bookings.</p> <p>Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc.</p> <p>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.</p> <p>Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.</p>	5	<p>Section 14.3.2</p> <p>Section 14.3.3</p> <p>Section 14.3.4</p> <p>Section 14.3.5</p> <p>Section 14.3.2 (i)</p>		
2.2	<p>Directly negotiated rates</p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that</p>	5	Section 14.3.2 (q)		



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	<p>are negotiated directly or established by National Treasury or by Sport, Recreation, Arts and Culture are non-commissionable, where commissions are earned for the department bookings, all these commissions should be returned to department on a quarterly basis.</p> <p>Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.</p>				
2.3	<p>After-hours and emergency services</p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 	5	Section 14.3.6		



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				<i>TO BE COMPLETED BY THE BIDDER</i>	
	- Reminders to Sport Recreation Arts and Culture to process purchase orders within 24 hours to reduce queries on invoices				
3	COMMUNICATION	5	SECTION 14.4		
3.1	Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow.	5	Section 14.4		
4	FINANCIAL MANAGEMENT	5	SECTION 14.5		
4.1	Describe how you will implement the negotiated rates and maximum allowable rates established	5	Section 14.5		

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	<p>either by the Sport, Recreation, Arts and Culture or the National Treasury.</p> <p>Describe how you will manage the 30-day bill-back account facility.</p> <p>Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to department.</p>				
5	ACCOUNT MANAGEMENT	5	SECTION 14.7		
5.1	<p>Provide the proposed Account Management structure / organogram.</p> <p>Describe what quality control procedures/ processes you have in place to ensure that your</p>	5	Section 14.7.1 and 14.7.2		



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				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<p>clients receive consistent quality service.</p> <p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.</p> <p>How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys?</p> <p>Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.</p>		<p>Section 14.7.3</p> <p>Section 14.7.4</p> <p>Section 14.7.5</p> <p>Section 14.7.6</p> <p>Section 14.7.7</p>		
6	VALUE ADDED SERVICES	5	SECTION 14.8		
6.1	Please provide information on any value-added services your company can offer.	5	Section 14.8		



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				<i>TO BE COMPLETED BY THE BIDDER</i>	
7	QUARTERLY AND ANNUAL TRAVEL REVIEWS	5	SECTION 14.10		
7.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.	5	Section 14.10		
8. PRESENTATION		20			
8.1	Part A: presentation must not exceed 90 minutes <ul style="list-style-type: none"> - Summary of the proposal - Value added Services - Provide information on any value-added services that can be 	10			



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				TO BE COMPLETED BY THE BIDDER	
	<p>offered to Sport Recreation Arts and Culture</p> <ul style="list-style-type: none"> - Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at <i>previous</i> clients. Indicate what items were targeted for maximum cost savings results - How the TMC will assist with improving traveller behaviour. - Reference checks - Q&A on technical submission. 				
8.2	<p>METHODOLOGY:</p> <ul style="list-style-type: none"> - Describe if the TMC has a database of establishments. How do you ensure the quality of the existing establishments? How do you manage complaints received from the 	10			



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				<i>TO BE COMPLETED BY THE BIDDER</i>	
	travelers?				
9	FINANCIAL STATEMENTS	10			
	<p>Submission of signed and audited financial statements not older than 2022-23 financial year with the current ratio where Current Assets ÷ Current Liabilities (CA÷CL) are calculated and scored as follows:-</p> <ul style="list-style-type: none"> - CA÷CL ≥ 2 = 10 points - CA÷CL 1> <2 = 5 points - CA÷CL < 1= 0 points 				
	TOTAL	100			



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REQUEST FOR PROPOSAL NO. SCMU14-24/25:0004**Appointment of Travel Management Company to provide Travel Management Services to the EASTERN CAPE SPORTS RECREATION, ARTS, AND CULTURE****BIDDER DECLARATION (Section 21)**

The bidder hereby declares the following:

We confirm that _____ Bidder's Name) will: –

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

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)