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INVITATION TO BID

You are hereby invited to bid for requirements of the Western Cape Provincial Parliament

BID NUMBER: _____ WCPPT 01/2023

CLOSING DATE: _____ 19 September 2023

CLOSING TIME: _____ 11:00

VALIDITY PERIOD: _____ 90 DAYS (from closing date)

DESCRIPTION: _____ Travel tender: International travel

The successful bidder will be required to sign a written service level agreement.

Kindly note that bids may either be posted (provided that such posted bid documents reach SC&AM before the deadline) or deposited in the bid box as follows:

Postal Address

Manager: SC&AM
Western Cape Provincial Parliament
PO Box 648
CAPE TOWN
8000

OR

in the bid box situated outside the Visitors' Centre, Ground Floor, 7 Wale Street, Provincial Legislature Building, CAPE TOWN

Bid documents that are too bulky to be placed in the bid box may be delivered at SC&AM Section, 5th Floor, Provincial Legislature Building, 7 Wale Street, Cape Town.

Bidders should ensure that bids are delivered timeously to the correct address. **If a bid is late, it will not be accepted for consideration.**

BIDDERS MUST MAKE USE OF THE OFFICIAL ATTACHED BID DOCUMENTS/ FORMS AND NO DOCUMENT/ FORM SHALL BE RETYPED. Photocopies of the documents/forms may however be used. A bid submitted in any other manner might invalidate the bid.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

CHECKLIST - GENERAL BID

BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:

BID REQUIREMENT	REFERENCE
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.	
BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS <u>WILL NOT BE CONSIDERED</u>:	
Completed in full and signed WCPP 1 The Bid	WCPP 1
Valid, original SARS Tax Clearance Certificate in the name of the bidder, alternatively the bidders' SARS pin which will be verified for compliance. In the case of a Consortium, Joint Venture or Sub-Contracting arrangement all parties must submit a valid, original Tax Clearance Certificate, alternatively all the bidders' SARS pins.	WCPP 2
In the case of a Consortium or Joint Venture a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Venture or Consortium, must be <u>signed</u> by all parties.	
Completed in full WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3
A fully completed Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practices. In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form.	WCPP 4
NON-ADHERENCE TO THE FOLLOWING WILL <u>NOT</u> INVALIDATE A BID:	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP6.1 (a)
I confirm that all documents requested are attached / not attached	
Comments:	
Signature.....Print..... Date.....	
Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.	

WESTERN CAPE PROVINCIAL PARLIAMENT CHECKLIST – GENERAL BIDS

BID REQUIREMENT	REFERENCE	COMPLETED / ATTACHED
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.		
Completed and signed WCPP 1 The Bid	WCPP 1	
Valid and original SARS Tax Clearance Certificate (and or pin) in the name of the bidders which will be verified for compliance.	WCPP 2	
Completed WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3 and Annexure A	
Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practice.	WCPP 4	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP 6.1 (a)	
General Conditions of Contract	Annexure B	
<p>The following must be submitted:</p> <ul style="list-style-type: none"> • Detailed proposal and quotation illustrating the service provider’s capability to provide the stated requirements; • Please provide a quote for a 2 year period; • Detailed price schedule which will include VAT @ 15%; • Evidence of similar work conducted in the public sector; • Contactable references (at least 3); • CV of staff that will be allocated to the project; • electronic copy (flash drive) 		
<p>I confirm that all documents requested are attached / not attached</p> <p>Comments:</p> <p>Signature.....Print..... Date.....</p>		

Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.

FOR OFFICIAL USE:

.....
.....

Checked by

Verified by

Date:

Date:

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODENUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER

VAT REGISTRATION NUMBER

HAS A VALID, ORIGINAL TAX CLEARANCE CERTIFICATE (OR PIN) BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form (WCPP 1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions on this bid form (WCPP 1) are in conflict with any special condition stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

BID CONDITIONS AND INFORMATION TO SERVICE PROVIDER

1. DESCRIPTION OF ASSIGNMENT

The Western Cape Provincial Parliament hereby invites bids to procure travel management service for international for a period of two (2) years.

2. NON-COMPULSORY INFORMATION SESSION

A non-compulsory information session will take place on 06 September 2023 at 11:00, on MS Teams:

Join on your computer, mobile app or room device -

[Click here to join the meeting](#)

Meeting ID: 392 539 361 919

Passcode: ugYMub

[Join on the web](#)

3. DETAILS OF CONTACT PERSON

For further information, related to the technical specifications, please contact, Primary contact, Ms. Sunelle Fouché: sfouche@wcpp.gov.za.

Telephonic request for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference or any other aspects concerning the bid is to be requested in writing (letter, facsimile or email) from the above contact persons. The bid reference number should be mentioned in all correspondence.

4. FORMAT OF PROPOSAL

4.1 Bidders must complete and submit the following Bid documents:

- Bid – **WCPP1**;
- Valid, original Tax Clearance Certificates as per **WCPP 2**;
- Pricing schedule (Professional services) – **WCPP 3.3**;
- Declaration of interest – **WCPP 4**; and
- Preference points claim form in terms of the Preferential Procurement Regulations- **WCPP 6.1**.

5. VALIDITY

5.1 Proposals will be valid and open for acceptance for a period of 90 days from the closing date.

5.2 If the bid is withdrawn within this period, the prospective bidder renders himself liable for damage if a less advantageous bid has to be accepted.

5.3 In exceptional circumstances, the WCPP may solicit the bidder's consent to an extension of the period of the validity of the bid. The request and responses thereto shall be made in writing. A bidder that has been granted the request will neither be required nor permitted to modify the Proposal.

6. CLOSING DATE AND TIME

The deadline for the submission of the tender is 19 September 2023 at 11h00. **No late submissions will be accepted for consideration.**

Bidders are invited to be present at the opening, registering, and recording of the bids and is available for public inspection at the closing date and time of closure.

7. EVALUATION CRITERIA

7.1 Bidder(s) must comply with the following minimum bidding criteria:

- a) Completion of **WCPP 3.3** Pricing schedule and costing template (Annexure A);
- b) Completion in full **WCPP 4** Declaration of interest form. This form must be certified by a Commissioner of Oaths. In the case of Joint Ventures and Consortia the respective parties must submit in full the WCPP 4 Declaration of interest form;
- c) Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities. In such cases all the parties must provide valid, original tax clearance certificates **(and or pins in respect thereof)**; and
- d) In terms of regulation 8 of the Preferential Procurement Regulation (pending on threshold value) the 80/20 preference point system will be utilized (See Preference points claim form in terms of the Preferential Procurement Regulations 2022- **WCPP 6.1**).
- e) Preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals;

8. PRICE

All prices **must** be quoted in **ZAR** and be **VAT inclusive**.

PREVIOUS EXPERIENCE

(Bid Conditions: Paragraph 4)

1. Names and contact details of clients for which similar services were rendered

Name of company	Name of contact person	Contact telephone number

SIGNED: _____
(for the bidder)

DATE: _____

TERMS OF REFERENCE

A. TENDER DEFINITIONS

- a) "Contract" means the agreement that results from acceptance of a proposal.
- b) "Provincial Parliament" shall mean the Western Cape Provincial Parliament (WCPP).
- c) "Secretary" shall mean the Secretary to the Provincial Parliament.
- d) "Speaker" shall mean the Speaker of the Provincial Parliament.
- e) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- f) Where in this document, reference is made to "the prior written approval of the Provincial Parliament be obtained" or words having a similar meaning, reference to the Provincial Parliament shall include reference to the Speaker or Secretary as the case may be.

B. TENDER CONDITIONS

1. TENDER ADJUDICATION PRINCIPLES

The tenders will be evaluated by the Bid Evaluation Committee and adjudicated by the Bid Adjudication Committees of the Western Cape Provincial Parliament taking into account terms and conditions of the tender and those set out in the Preference Certificate (In line with the PPPFA Regulations of 2022).

2. NON- COMPULSORY SITE VISIT

2.1 A non- compulsory information session as follows:

Date : 06 September 2023
Time : 11h00
Venue : MS TEAMS

Name of Contact Person: Messrs. N Diedericks or O Alexander

Telephone No. : (021) 487-1736 and 487-1619

2.2 The Western Cape Provincial Parliament will make use of this opportunity to discuss the general approach/benefits, which it wants to achieve through the contract for this service.

Prospective tenderers are therefore urged to ensure their attendance thereof. Furthermore, the Western Cape Provincial Parliament will not accept any liability/responsibility to provide any information discussed at this information session to a prospective tenderer who failed to attend the said meeting.

C. SERVICE

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to WCPP.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by WCPP for the provision of travel management services to WCPP

This RFP does not constitute an offer to do business with WCPP, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

Any potential bidder must be duly registered to act as a travel agent in South Africa and be affiliated to the Association of South African Travel Agents (ASATA).

1. 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.

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

FMPPLA means the Financial Management of Parliament and Provincial Legislatures Act, Act 10 of 2009.

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).

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](#).

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 WCPP official, consultant or contractor travelling on official business on behalf of WCPP.

Travel Authorisation is the official form utilised by WCPP 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 Policies refer to the WCPP's International Relations Policy, the Subsistence and Travel Policy and any other official WCPP instruction, directive or practice not issued in relation to international travel of Members or employees of WCPP.

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/Members of WCPP by a dedicated consultant to ensure a seamless travel experience.

2. Briefing and enquiries

A non-compulsory briefing and clarification session will be held at WCPP, 7 Wale Street, on the 06 September 2023 at 11:00 to clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders attend the briefing session.

A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Yolanda Koni via email [ykoni@wcpp.gov.za] and/or [021 4871603]. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

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

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

All communication between the Bidder(s) and WCPP must be done in writing.

Whilst all due care has been taken in connection with the preparation of this bid, WCPP 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. WCPP, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

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 WCPP (other than minor clerical matters), the Bidder(s) must promptly

notify WCPP in writing of such discrepancy, ambiguity, error or inconsistency in order to afford WCPP an opportunity to consider what corrective action is necessary (if any).

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

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.

3. Rights of WCPP during bid evaluation process

WCPP 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.

WCPP reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

4. Service requirements

4.1 Duration, objective and volume

The successful bidder will be appointed for a period of 24 (twenty four) months. The contract will be reviewed after 12 (twelve) months to determine whether the service standards and the cost benefits are as expected.

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

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

The current WCPP total volumes per annum includes international air travel and the associated accommodation, car hire, ground transport, conference facilities, etc. The table below details the number of WCPP transactions for the 2022/23 financial year :

Service Category	Number of Transactions per annum*	Estimated Expenditure per annum
Air Travel – International	7	R 2 948 762.24
Car rental – International	7	R 40 528.10
Accommodation – International	7	R 2 808 979.14
Transfers – International	7	R 66 215.85
Bus/ Coach bookings	7	R 64 517.55
Insurance	7	R 23 000.00

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.

*The seven incidents are all multi passenger.

4.2 Deliverables

The successful bidder will be required to provide international 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 WCPP business internationally.
- b. Provide such travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 4.7.
- c. Familiarisation with current WCPP travel business processes.
- d. Familiarisation with current WCPP Travel Policies as defined as well as FMPPLA (2009) and implementations of controls to ensure compliance.
- e. 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.
- f. Provide a facility for WCPP to update their travellers' profiles.
- g. Manage the third party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and engage with the WCPP to ensure a smooth transition.
- j. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to WCPP.

4.3 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 itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. as far as possible advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of and the issuing of comprehensive business travel insurance for international trips where required.
- m. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- n. all cases include are international travel bookings.
- o. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by WCPP.
- p. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per WCPP's instructions

4.4 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 international travel.
- c. The airline which provides the most cost effective and practical routings must 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 fares 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.
- k. The TMC must clearly indicate the cancellation policy of all airlines being quoted on.

4.5 Accommodation

- a. 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.
- b. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with WCPP's travel policy.
- c. Accommodation vouchers must be issued to all WCPP travellers for accommodation bookings and must be invoiced to WCPP as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- d. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

4.6 Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the WCPP 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. The TMC may offer alternative ground transportation to the Traveller that may include rail, buses, ferries and transfers.
- e. The TMC will book transfers in line with the WCPP 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 WCPP 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.

4.7. 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 WCPP 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.

4.8. Communication

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

4.9. Financial Management

- 4.9.1. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to WCPP for payment within the agreed time period.
- 4.9.2. Where foreign exchange rate fluctuations, both up and down, influence the price billed to the TMC, the amount billed to WCPP will reflect such.
- 4.9.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

- 4.9.4. 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.
- 4.9.5. Consolidate Travel Supplier bill-back invoices.
- 4.9.6. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to WCPP'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.
- 4.9.7. Ensure Travel Supplier accounts are settled timeously.
- 4.9.8. Reports must be accurate and be provided as per WCPP'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).
- 4.9.9. WCPP may request the TMC to provide additional management reports.
- 4.9.10. Reports must be available in an electronic format for example Microsoft Excel.
- 4.9.11. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

4.9.11.1. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

4.9.11.2. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) 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.

4.9.12. 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.

4.10. Account Management

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

4.10.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the WCPP's account.

4.10.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

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

4.10.5. Ensure that the WCPP's Travel Policy is enforced.

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

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

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

4.11. Value Added Services

The TMC must provide the following value added services:

4.11.1. Destination information for international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Travel alerts;
- iv. Location of hotels and restaurants;
- v. Rules and procedures of the airports;
- vi. Airline cancellation policy;
- vii. Airline baggage policy; and
- viii. Supplier updates

- 4.11.2. Electronic voucher retrieval via web and smart phones;
 - 4.11.3. SMS notifications for travel confirmations;
 - 4.11.4. Travel audits;
 - 4.11.5. Global Travel Risk Management;
 - 4.11.6. VIP services for Executives that include, but is not limited to check-in support.
-
- 4.12. Cost Management
 - 4.12.1. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.
 - 4.12.2. 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.
 - 4.12.3. 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 WCPP'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.
 - 4.13. Quarterly and Annual Travel Reviews
 - 4.13.1. Quarterly reviews are required to be presented by the Travel Management Company on all WCPP travel activity in the previous three-month period. These reviews are comprehensive and presented to WCPP's Procurement and Finance teams as part of the performance management reviews based on the service levels.
 - 4.13.2. Annual Reviews are also required to be presented to WCPP's Senior Executives.
-
- 5. Pricing Structure
 - 5.1. Transactional Fee Model

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.

12. Technical Score

The specific technical evaluation criteria, with weightings, are given below:

Evaluation Criteria: International Travel Management Services

Indicator	Measurement	Points
Gateway requirements*		
Emergency Services	24/7 contactable emergency service	Yes/No
Registration And License	Proof of registration and permission from Department of Tourism	Yes/No
Affiliation	Proof of affiliation with ASATA	Yes/No
Scoring Requirements		
Accounts Manager	CV of identified accounts manager with at least 5 years experience	0 – 4 = 0 5 – 10 = 15 10+ = 20
Reference	3 reference letters of contactable clients of similar nature and clients of similar size to WCPP	/10
Establish	Proof of establishment and operations of company	0 – 5 = 10 6 – 10 = 15 11+ = 20
Required score for consideration:		40/50

*A no to any of these criteria will lead to immediate disqualification.

Only bidders who obtain at least 40 points under Functional/Technical Evaluation will be considered for further evaluation on phase 3.

13. PHASE 3: THE 80/ 20 PRINCIPLE BASED ON PRICE AND PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022. – refer to WCPP 6.1, **page 34 – 40** of the bid document.

14. PAYMENT TERMS

The WCPP undertakes to pay valid tax invoices in full within thirty (30) days from statement date for services rendered;

All supporting documents for services rendered should be submitted together with the tax invoices; and

Valid Tax Invoices for all services rendered are to be submitted to the Office of the Chief Financial Officer at the WCPP’s Finance Section at the address on page 2 above.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THAT: -

1. The taxes of the successful bidder **MUST** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations – refer to the **PPPFA (Act 5 of 2000)** and **FMPPLA (Act 10 of 2009) Section 40 (e)**.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)” must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate (or a PIN) that will be valid for a period of twelve (12) months from date of issue. The Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the valid original Tax Clearance Certificate at the closing time of the bid will invalidate the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate valid, original Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.

NB: USE ONLY BLACK OR RED INK OR BLACK OR RED TYPEWRITER RIBBON TO FILL IN THIS FORM

(IMPORTANT: This form must be completed in full. *Delete which is not applicable.)

TENDER NO. WCPPT 01/2023

CLOSING TIME 11:00 ON 19 SEPTEMBER 2023

NAME OF TENDERER:

VALIDITY: 90 DAYS (from closing date)

1. Transactional Fees (Flights)

1.1. International _____

2. Transactional Fees (Accommodation)

2.1 International _____

3. Transactional Service Fees (Car Hire)

3.2 International _____

4. Transactional fees (Shuttle/Transfer service)

4.2 International _____

5. Transactional fees (Parking) _____

6. Bundle fees on travel Arrangements (Flights, Accommodation, car hire/taxi) _____

7. Conferencing

7.1 Conferencing Venue Hire _____

7.2 Conferencing and related facilities which include meals, accommodation, equipment, stationery, venue. _____

8. Bill Back Fee _____

9. Re- issue Fee _____

10. Re-validation Fee _____

11. Cancellation Fee _____

12. Refunds on tickets _____

13. Are the rates quoted firm for the full period of the contract? _____

13.1 If fees are not fixed for the duration of the contract period, indicate when it will increase and the percentage. _____

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

14. Name of representative who attended the information session. _____

15. Is a similar service presently rendered which may be inspected (preferably in Cape Town)?
YES/ NO

16. Contact person and telephone number should any further information be required.

DECLARATION OF INTERESTS, BIDDERS PAST SC&AM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of FMPPLA (Act 10 of 2009) Section 46 (b) with specific reference to the Western Cape Provincial Parliament, the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SC&AM Practices(WCPP 4), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management WCPP 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central supplier database or IPS (ARIBA).

3. Definitions

“ a person in the employ of the state” means

- (a) a member of the board of directors of any municipal entity;
- (b) an official of any municipality or municipal entity;
- (c) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act;
- (d) a member of the accounting authority of any national or provincial public entity; or (e) an employee of Parliament or a provincial legislature

“Bid” includes a price quotation, advertised competitive bid, limited bid or proposal

“Bid rigging (or collusive bidding)” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors

“business interest” means —

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“entity” means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

“Family member” means a person’s —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“intermediary” means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and (b) a representative or agent;

“Institution” means —

Western Cape Provincial Parliament (WCPP)

Western Cape Provincial Parliament (WCPP) means - the legislature of the Western Cape

“spouse” means a person’s —

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the PG, or to their family member, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution; and/or
5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
8. 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.

SECTION A: DETAILS OF THE ENTITY					
A1.	<i>Name of the Entity</i>				
A2.	<i>Entity registration Number (where applicable)</i>				
A3.	<i>Entity Type</i>				
A4.	<i>Tax Reference Number</i>				
<p>A5. Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.</p>					
TABLE A					
FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY	

--	--	--	--	--

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

*To disclose relationships between the bidding entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' in terms of FMPLA regulation Section 46 (d), bidding entity must give the following details. An Institution employee not involved in the bidding process as per Section 46 (d), taking remunerative work outside the WCPP, should first obtain necessary approval in terms of the **WCPP code of conduct paragraph 7**, failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.*

B1.	Are any persons listed in Table A employees of the Institution? <i>(If yes, complete Table B and attach "Private work")</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2.	Are any employees of the entity also employees of the Institution? <i>(If yes complete Table B and attach "Private work")</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3.	Are any family members of the persons listed in Table A employees of the Institution? <i>(If yes complete Table B)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector in line with FMPPLA Regulation 5 (5) (b) ?	<input type="checkbox"/> NO <input type="checkbox"/> YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and further read with FMPPLA Regulation 5 (5) (b) ? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)</i>	<input type="checkbox"/> NO <input type="checkbox"/> YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	<input type="checkbox"/> NO <input type="checkbox"/> YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	<input type="checkbox"/> NO <input type="checkbox"/> YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document; iii. the entity undertakes to independently arrive at any offer at any time to the Institution without

any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S
SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE

FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

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

This preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS/TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.

1.2 Preference points for this bid/tender shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid/tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	3
(iii) who has a disability	3
(b) Other specific goals (goals of the RDP- plus local manufacture)	
(i) the promotion of South African owned businesses	2
(ii) the promotion of SMME's	2
(iii) the promotion of enterprises in a specific region for work or services to be rendered in the region	2
(iv) The promotion of enterprises in a specific municipality for work or services to be rendered in the municipality	2
(v) The promotion of enterprises located in rural areas.	2
Total points for Price, HDIs and other RDP- GOALS	100

NB: if bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points.

All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

- 1.4 Failure on the part of a bidder/tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder/tenderer, either before a bid/tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid/tender”** means any bid/tender which, in all respects, complies with the specifications and conditions of bid/tender as set out in the bid/tender document.
- 2.2 **“Bid/Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid/tender by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as

demonstrated by an examination of the substance, rather than the form of ownership arrangements.

- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid/tender invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder/tenderer obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid/tender will be awarded to the bidder/tenderer scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of bid/tender under consideration
- Pt = Rand value of bid/tender under consideration
- Pmin = Rand value of lowest acceptable bid/tender

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID/TENDER DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid/Tender Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.9 Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of points claimed, the contractor must furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid/tender; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER/TENDERER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

WESTERN CAPE PROVINCIAL PARLIAMENT (WCPP)

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to WCPP 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 WCPP.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Western Cape Provincial Parliament or an organization acting on behalf of the Western Cape Provincial Parliament.
- 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, startup, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22,

unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Western Cape Provincial Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.