BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

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MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
BID NUMBER:	**COJ/JTC03/26-27**	**CLOSING DATE:**	**20 JANUARY 2027**	**CLOSING TIME:**	**10:30AM**
DESCRIPTION	**REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

4TH FLOOR
SANDTON LIBRARY
NELSON MANDELA SQUARE
SANDTON

NON-COMPULSORY BRIEFING SESSION:

DATE: 03 DECEMBER 2026
TIME: 10:00 AM
VENUE: BRIEFING SESSION WILL BE HELD VIRTUALLY VIA MICROSOFT TEAMS, BIDDERS ARE REQUIRED TO REGISTER 24 HOURS PRIOR TO THE VIRTUAL BRIEFING SESSION BY PROVIDING THEIR CONTACT DETAILS (COMPANY NAME, EMAIL ADDRESS AND CONTACT NUMBER) TO NONDUMISO MULAUDZI EMAIL: NONDUMISOM@JOBURGTOURISM.COM

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	

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REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

CELLPHONE NUMBER				
EMAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED				
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER			**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT:	JOBURG TOURISM COMPAMY		**CONTACT PERSON:**	NONDUMISO MULAUDZI
EMAIL ADDRESS:	NONDUMISOM@JOBURGTOURISM.COM			

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

BUSINESS STRUCTURE	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
If individual	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	
Telephone	
E-mail address	
COMPANY	
Name of Bidder	

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REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If Joint Venture	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	

Initial

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If consortium	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	
Telephone	
E–mail address	
If Subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If other	

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Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	

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REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

JOINT VENTURE CERTIFICATE

We, the undersigned member firms in the Joint Venture _____ [Name of the Joint Venture], hereby authorize Mr./Ms._____ to sign this bid document as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the Joint Venture.

NAME OF THE MEMBER FIRM(S)	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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CONSORTIUM CERTIFICATE

We, the undersigned consortium partners, hereby authorize _____ [Name of entity] to act as lead consortium partner and further authorize Mr./Ms._____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

CONSORTIUM PARTNER	FULL NAME OF CONSORTIUM MEMBER	PARTICIPATION %	SIGNATURE

NOTE: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertake to subcontract _____% of the total bidding value to the below subcontractor/s.

NAME OF SUBCONTRACTOR	***CONTACT MEMBER OF THE SUBCONTRACTOR***	***% TO BE SUBCONTRACTED***	***SIGNATURE***

NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached. Subcontracting of the work to the bidder's own subsidiaries must be declared.

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PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as _____ hereby authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the abovementioned partnership.

NAME OF PARTNER	*IDENTITY NO.*	*OWNERSHIP %*	*SIGNATURE*

NOTE: A copy of the Partnership Agreement indicating the allocation of responsibilities of each partner to the Partnership and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 1 – PART B

1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this bid. ***THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.***

1.1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.

1.2. The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "**N/A**".

1.3. Bid documents must be sealed when submitted. The submission must be delivered at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than in the manner described in this paragraph.

1.4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be certified and commissioned as the true copy of the original in terms of the relevant laws.

1.5. Documents requested [including those under "returnable documents" under specifications / terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.

1.6. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.

1.7. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.

1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**

1.9. The bid may be rejected in the event that the bidder:

1.9.1. fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/its bid may be rejected due to non-compliance or being invalid;

1.9.2. is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated; or

1.9.3. any of its director/s or those of the subcontractor/s or partner/s:

1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;

1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity or organ of the state after written notice was given to perform satisfactorily;

1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;

1.9.3.4. has been listed in the register of tender defaulters; or

1.9.3.5. if any of the bidder's principals are in the service of the state.

1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the

municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.

1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk**.

1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.

1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.

1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.

1.15. The bid award shall be published in the municipal websites.

1.16. **BID SUBMISSION**:

1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

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

1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may reasonably be deemed necessary to enable the City's verification and assessment, including the following:

1. Commercial risk ratings;

2. Whether the bidder honours commitments with suppliers and/or customers;
3. Trade references;
4. Company statutory information;
5. Bidder's current address;
6. Tax information;
7. Bidder certification by international or local standard setting bodies and/or verification agencies;
8. Shareholding (shares and/or financial instruments held in and/or by the bidder);
9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract;
10. Annual Financial Statements, or information included therein;
11. Property interests of the bidder and principals;
12. Judgements, and default listings of the bidder and principals, as well as debt review of principals;
13. Business rescue, liquidation of bidder and sequestration of principals;
14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.

1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.

1.19. **Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")**

1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of

assessing the bidder's submission in relation to the bid. The City may also share the bidder's personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City's authorized verification agent/s and service provider/s will access the personal information.

1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder's personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes ☐ **No** ☐

Signature **Date**

Capacity **Name of Bidder**

☐
Initial

2 CONDITIONS OF BID

2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.

2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.

2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.

2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.

2.5. The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated.

2.6. Negotiations will only be conducted with selected bidder/s where necessary.

2.7. An award may be made to more than one bidder.

2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.

2.9. The specifications are the copyright of the municipality.

2.10. The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.

2.11. Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next acceptable bidder.

2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.

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2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.

2.14. Remedies

(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —

(a) inform the tenderer accordingly; and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]

3.1. Bidders must ensure compliance with their tax obligations.

3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.

3.3. Application for the tax compliance certificate (TCC) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

3.4. Foreign suppliers must complete the pre-award questionnaire in 3.7 below.

3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.

3.6. Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3.7. **If the answer is "no" to all of the below, then it is not a requirement to register for a tax compliance status system pin code from SARS and if not register as per 3.3 above.**

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

4. TAX MATTERS

It is a condition of the bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations as at the date of award. The annexure must be read in conjunction with the important notice.

4.1. The bidder must submit the tax compliance status PIN / CSD in order to enable the verification of the tax status of the bidder.

4.2. The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.3. The tax affairs of the bidder, as at the date of award, must be tax compliant.

4.4. Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia / Joint Ventures / Sub-contractor.

Signature	**Date**
Capacity	**Name of Bidder**

Initial

5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.

b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.

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

d) Wherever the following words appear, they will have interchangeable meaning: “purchaser” refers to the “municipality” and “supplier” refers to the “bidder”.

Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “*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, in addition to the purchaser's website and/or newspapers, are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. *Standards*

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

5. *Use of contract documents and information; inspection*

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample,

or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. *Patent rights*

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

7. *Performance security*

7.1. Within 30 (thirty) 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.

Initial

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 30 (thirty) 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 analysis*

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

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

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

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

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

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

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. *Packing*

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

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

10. *Delivery and documents*

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

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

11. *Insurance*

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

12. *Transportation*

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

13. *Incidental services*

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

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

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

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

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

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

15.2. 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.

15.3. This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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.

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

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

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

16. *Payment*

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

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

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

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

17. *Prices*

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

18. *Contract amendments*

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

19. *Assignment*

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

20. *Subcontracts*

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

21. *Delays in the 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).

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

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

22. *Penalties*

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

23. *Termination for default*

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

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

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

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 (five) years and not more than 10 (ten) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. *Anti-dumping and countervailing duties and rights*

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

27.6. Except in cases of criminal negligence or 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.

28. Governing language

28.1. 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.

29. Applicable law

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

30. *Notices*

30.1. 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.

30.2. 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.

31. Taxes and duties

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

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

31.3. No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

32. National Industrial Participation (NIP) Programme

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

33. Prohibition of Restrictive practices

33.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an

association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

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

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

SECTION 1

1.1	**CONDITIONS OF AWARD** **Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:**
1.1.1	Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.
1.1.2	Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.
1.1.3	Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.
1.1.4	Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers.

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SECTION 2

TERMS OF REFERENCE
PLEASE REFER TO APPENDIX "A"
AT THE BACK OF THE DOCUMENT.

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FORM OF BID

NB. ERROR/S OR ALTERATION/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR OR ALTERATION BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX IS ALLOWED. IN ADDITION, ERROR/S OR ALTERATION/S MADE RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR ALTERATION MADE AND ACKNOWLEDGING THAT IT IS THE DELEGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO FULLY COMPLETE THIS FORM OF BID OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NON-RESPONSIVE.

BIDDERS TO FILL IN THE FOLLOWING TABLE

ITEM	DESCRIPTION	TOTAL AMOUNT EXCLUDING VAT.	TOTAL AMOUNT INCLUDING VAT.
1.	**REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.**	**R**	**R**

Prices include Value Added Tax

Rate of Value Added Tax Ø_____%

Ø To be inserted by the Proposer

Name of Proposer (in full): _____

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BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

PROPOSAL PRICE ADJUSTMENT

Is this a firm price proposal? _____

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **NO**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of bidder (in full) : _____

Company Registration Number : _____

VAT Registration Number : _____

Business address : _____

_____

_____

Postal address : _____

_____

_____

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BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

Telephone number : _____

E-mail address : _____

Name of person authorized to sign this Bid : _____

(BLOCK LETTERS)

Signature of person authorized to sign this Bid _____

Date : _____ 2026.

As witness : _____

NB: THE RESOLUTION AUTHORIZING THE ABOVE-MENTIONED PERSON TO SIGN ALL RELEVANT DOCUMENTS MUST BE ATTACHED.

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BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

SECTION 3

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

NAME OF BIDDER: ……BID NUMBER: COJ/JTC03/26-27

CLOSING TIME: 10:30AM CLOSING DATE: 20 JANUARY 2027

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID

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

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

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

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.

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R1t, R2t…… = Index figure obtained from new index (depends on the number of factors used).
R1o, R2o = Index figure at time of bidding.
VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

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

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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				ZAR=		
				ZAR=		
				ZAR=		

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

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

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 3.3

PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: ……BID NUMBER: COJ/JTC03/26-27

CLOSING TIME: 10:30AM **CLOSING DATE: 20 JANUARY 2027**

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

Initial

---------- R---------- ------ days

---------- R---------- ------ days

---------- R---------- ------ days

---------- R---------- ------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATEQUANTITY	AMOUNT
----------	……..……..	R……..
----------	…….....	R……..
----------	……..……..	R……..
----------	…….....	R……..

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE/QUANTITY	AMOUNT

Initial

---------- …….…….. R……..

---------- ……..... R……..

---------- …….…….. R……..

---------- ……..... R……..

TOTAL:…….....

6. Period required for commencement with project after acceptance of bid……

7. Estimated man-days for completion of project ……

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

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

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, 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 connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

   3.1. Full Name of bidder or his or her representative: ……..

   3.2. Identity Number: ……

   3.3. Position occupied in the Company (director, trustee, shareholder[2]): ……..……

[1] **MSCM Regulations**: "in the service of the state" means to be –

(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) [2] a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) 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, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) An employee of Parliament or a provincial legislature.

[2] **Shareholder**" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Initial

3.4. Company Registration Number: ……..

3.5. Tax Reference Number: ……

3.6. VAT Registration Number: ……

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars……..
……...

3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars……

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars……

3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars…….....

3.12. Are any of the company's directors, trustees, managers, principle shareholders

or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars……

3.13. Are any spouse, child or parent of the company's directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars……..

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: ……

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

Signature **Date**

Capacity **Name of Bidder**

Initial

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

DECLARATION OF INTEREST

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months?

YES / NO

2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state?

YES / NO

4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

5. If yes in any or all of the above, furnish particular in the format below.

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

	Full Name	***Identity number***	***State employee number***	***Status*** *[currently or past employed]*	***Relationship to bidder***
1.					
2.					
3.					
4.					

6. To ensure compliance with question 3.14 on the MBD 4 form, bidders are required to disclose information regarding all companies in which any director(s), trustee(s), manager(s), major shareholder(s), or stakeholder(s) of the bidder hold an interest. This includes interests in any related companies or businesses, regardless of whether those entities are participating in this bidding process or not.

ITEM	COMPANY NAME	COMPANY REGISTRATION NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Initial

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

* **Bidders are advised that, in instances where the space provided is insufficient to list all relevant companies, a separate list detailing all companies must be attached to the submission.**

Signature **Date**

Capacity **Name of Bidder**

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

Initial

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

6.1. POINTS AWARDED FOR PRICE

6.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

6.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

Initial

7. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Means of verification	Number of points allocated (80/20 system	Number of points claimed (80/20 system) (To be completed by the tenderer)

Initial

Business owned by 51% or more – Black People	CSD, valid BBBEE Certificate/Affidavit sworn under oath, ID Copy of owner/s of the business and shareholders certificate	5	
Business owned by 51% or more – Women	CSD, ID Copy of owner/s of the business and shareholders certificate	5	
Enterprises located within the jurisdiction of the City of Johannesburg Metropolitan Municipality	CSD and proof of Municipal accounts / Letter from Ward Council confirming business address	5	
SMMEs (An EME or QSE)	CSD and BBBEE Certificate/Affidavit sworn under oath.	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

7.3. Name of company / firm …….

7.4. Company registration number: ……...

7.5. TYPE OF COMPANY/ FIRM

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

Initial

☐ State Owned Company
[TICK APPLICABLE BOX]

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

a) The information furnished is true and correct;

b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi*

alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

……

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Initial

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(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).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Initial

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	**Date**
Capacity	**Name of Bidder**

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[3] invited.

2. 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).[4]Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

[3] Includes price quotations, advertised competitive bids, limited bids and BIDs.
[4] 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 not to compete.

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

In response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:

(Name of Bidder)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. I have read and I understand the contents of this Certificate;

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

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

Initial

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) Bidding with the intention not to win the bid.

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

8. In addition, there have been 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 which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature	**Date**
Capacity	**Name of Bidder**

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid may be rejected if:

- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

- In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.

- The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

……..……

ii. Registration Number

……..……

iii. Municipality where business is situated

……..……

iv. Municipal account number for rates

……..……

v. Municipal account number for water and electricity

……..……

Initial

vi. Names of all directors, their ID numbers and municipal account number.

a. ……

b. ……

c. ……

d. ……

e. ……

C Documents to be attached.

i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)

ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)

iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

……

……

……

Signature **Date**

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS

1. Municipal Accounts / Rates / Taxes:

1.2. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.

1.3. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.

1.1. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -

1.1.1. The name(s) of the owner(s) of the account(s)

1.1.2. The relevant account(s) number(s); and

1.1.3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or

1.1.4. that an acceptable arrangement has been concluded and exists.

1.1.4.1. Lease Agreement:

1.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.

1.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

MBD 10

DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 (three) months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

_____	_____
Signature	**Date**
_____	_____
Capacity	**Name of Bidder**

Initial

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

SECTION 4

Technical data, omissions, variations

1. Bank Details

Name of Bankers: _____

Address of Bankers: _____

Branch of Bank: _____

Bank Account Number: _____

2. **Details of Similar Work Recently Carried Out**

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

Initial

3. **Qualifications by Bidder**

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

PAGE	CLAUSE OR ITEM

4 **Work to be done by others**

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

Initial

5 **Sub-Contractors**

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

6 **Plant, Transport and Staff Available**

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

BID NO: COJ/JTC03/26-27

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO JOHANNESBURG TOURISM COMPANY FOR PARTICIPATION AT DOMESTIC, REGIONAL AND INTERNATIONAL TRAVEL TRADE AND CONSUMER PLATFORMS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

7 **Omissions and Variations from the Council's Specification**

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

_____

_____

_____

_____

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

_____

_____

_____

8. **Indemnity Clause**

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

Signature	**Date**
Capacity	**Name of Bidder**

Initial

APPENDIX A

Initial

ANNEXURE A1

VISIT • WORK • PLAY
JOBURG
TOURISM

Request for Proposal for the appointment of a qualified service provider for the provision of Travel Management Services to Johannesburg Tourism Company for participation at domestic, regional and international travel trade, consumer platforms, conferences, workshops, training and relevant platforms for a period of thirty-six (36) months.

TENDER BOX ADDRESS:

Quotations MUST be physically deposited in the TENDER box at:
4th Floor, Johannesburg Tourism Company Offices
Sandton Library Offices
Nelson Mandela Square
West Street, Sandton

1. PURPOSE.

The purpose of the Terms of Reference (TOR) is to solicit proposals from potential bidder(s) for the provision of travel management services to Johannesburg Tourism Company for the period of thirty-six (36) months from date of appointment.

2. DEFINITIONS.

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

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

Air travel means travel by airline on authorised official business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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

3. Scope of work

Johannesburg Tourism Company seeks to appoint a reputable service provider to provide travel management services for a period of three (3) years from the date of appointment.

3.1. BACKGROUND

On an annual basis Johannesburg Tourism Company (JTC) participates at international, regional and domestic travel trade platforms to promote the destination in order to maximize its competitiveness and increase in travel trade opportunities in the domestic market. The objective for participation is to hold face to face engagements with

strategic travel trade key role players and travel media to introduce them to Johannesburg as a business and leisure destination of choice. Participating at these trade platforms gives Johannesburg Tourism Company an opportunity to showcase destination offerings, launch new innovative tourism products, engage other tourism partners on partnerships and learn of the best practises in the industry. As these platforms are attended by influential trade partners and tourism association members, they also serve as valuable marketing and networking mechanism, allowing not only for the creation and consolidation of new business and trade opportunities, but help boost confidence of the destination.

Johannesburg Tourism Company currently has no contract in place with a Travel Management Company (TMC) to manage the travel requisition and travel expense processes within the travel management lifecycle.

Johannesburg Tourism Company's primary objective in issuing this Request for Proposal (RFP) is to enter into agreement with a successful bidder(s) who will achieve the following:

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

3.2 Travel Volumes

The current Johannesburg Tourism Company total volumes per annum includes air travel, accommodation, car hire, insurance, conference, etc. The table below details the number of transactions for the Financial Year 2026/2027 as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	10	R80 000.00
Air Travel - Regional & International	38	R500 000.00
Car Rental - Domestic	10	R50 000.00
Car Rental - Regional & International	3	R30 000.00
Shuttle Services - Domestic	4	R30 000.00
Accommodation - Domestic	14	R70 000.00
Accommodation - Regional & International	38	R200 000.00
Transfers - Domestic	2	R10 000.00
Transfers - Regional & International	24	R96 000.00
Bus/Coach bookings	15	R250 000.00
Train - Regional & International	15	R15 000.00
After Hours	10	R5000.00
Parking	6	R1000.00
Traveller Insurance	30	R30 000.00
VISA Assistance	20	R70 000.00
GRAND TOTAL	**239**	**R1 437 000.00**

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.

3.2.1 Johannesburg Tourism Company's projected Travel Trade Platforms for the following financial years (July – June);
2026/27 Financial Year, 2027/28 Financial Year and 2028/29 Financial Year.

Annual travel trade platforms.

Event Name		*Event Name*	
1)	*SAACI Congress (3 days). SAACI Congress 2027 Congress should not be considered for this tender.*	*2)*	*Tourism Leadership Conference: Sun City Resort, North West. September (3 days).*
3)	*65th Annual ICCA Congress, Panama City, Panama, November (4 days).*	*4)*	*Meetings Show UK: June. (2 days).*
5)	*IMEX America, Las Vegas October (3 days).*	*6)*	*Magical Kenya Travel EXPO, Nairobi, October (3 days).*
7)	*World Travel Market, London, November (3 days).*	*8)*	*IBTM Barcelona, Spain, November (3 days).*
9)	*FITUR Madrid, Spain, January (3 days).*	*10)*	*On Show Africa Showcase: Brisbane, Sydney, Melbourne (6 days).*
11)	*WTM Africa, Cape Town: April (3 days).*	*12)*	*SAT India Roadshow: February (3 days).*
13)	*IMEX Frankfurt, Germany, May (3 days).*	*14)*	*ITB Berlin, Germany, March (3 days).*
15)	*On Show Africa Showcase: ITB Asia, Singapore, October (3 days).*	*16)*	*Vakantiebeurs Netherlands: January (4 days)*
17)	*Travel Marketing Experts SA, Cape Town, Northwest & Mpumalanga (1 day each show)*	*18)*	*Travel and Adventure Show New York, USA*

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

3.3 Service Requirements:

3.3.1 General

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

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

b. Provide travel management services after hours, weekends and emergency services.

c. Familiarisation with current City of Johannesburg travel business processes.

d. Familiarisation with current City of Johannesburg Travel and Subsistence and Municipal Cost Containment Policies 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. Manage the third-party service providers by addressing service failures and complaints against these service providers.

g. Management of the entire valur chan.

h. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

3.3.2 Reservations

The Travel Management Company will:

a. Provide quotations related to required services.

b. Always endeavour to make the most cost effective travel arrangements.

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 subject to JTC'S agreement.

g. Book parking facilities at the airports where required for the duration of the travel.

h. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.

i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.

k. Advise the Traveller of all visa and inoculation requirements well in advance.

l. Issuing of travel insurance for all travel arrangements.

m. Visa applications will be the responsibility of the TMC; however, the relevant information must be supplied to TMC where visas will be required.

n. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the City of Johannesburg.

o. Timeously submit proof that services have been delivered (invoices) as per the City of Johannesburg's instructions

p. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

3.3.3 Air Travel

a. The TMC must be able to book full service carriers as well as low cost carriers.

b. The TMC will book the most cost effective airfares possible for all travel arrangements.

c. For international flights, the airline which provides the most cost effective and practical routing to JTC.

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. Airline tickets must be delivered physically and/or electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

f. 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 per incident.

g. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

h. Assist with lounge access if and when required.

3.3.4 Accommodation

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

b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.

c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the City of Johannesburg's travel policy.

d. Johannesburg Tourism Company travellers may only stay at accommodation establishments with which Johannesburg Tourism Company has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Johannesburg Tourism Company or City of Johannesburg.

e. The TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or the City of Johannesburg.

f. Accommodation vouchers must be issued to all the City of Johannesburg travellers for accommodation bookings.

g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

3.3.5 Car Rental and Shuttle Services

a. The TMC will book the approved category vehicle in accordance with the City of Johannesburg Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

b. The TMC should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.

e. The TMC will book transfers in line with the City of Johannesburg 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 City of Johannesburg and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

3.3.6 After Hours and Emergency Services

a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

b. Emergency services must be twenty-four (24) hours, from Monday to Friday, including weekends and public holidays.

c. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services.

3.3.7 Communication

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

b. The TMC must ensure clear communication with all stakeholders.

3.3.8 Financial Management

a. The TMC must implement the rates as per the National Treasury.

b. The TMC is expected to have sufficient Cash flow to cover all travel costs.

c. TMC must ensure all travel expenses are settled before travel.

3.3.9 Account Management

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

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

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

d. Ensure that the City of Johannesburg's Travel Policy is enforced.

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

3.3.10 Value Added Services

The TMC must provide the following value added services:

3.3.10.1 Destination information for regional and international destinations:

i. Health warnings;
ii. Weather forecasts;
iii. Places of interest;
iv. Visa information;
v. Travel alerts;
vi. Location of hotels and restaurants;
vii. Information including the cost of public transport;
viii. Rules and procedures of the airports;

ix. Business etiquette specific to the country;
x. Airline baggage policy; and
xi. Supplier updates

3.3.10.2 Electronic voucher retrieval via web and smart phones;

3.3.10.3 SMS notifications for travel confirmations;

3.3.10.4 Travel audits;

3.3.10.5 Global Travel Risk Management;

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

3.3.11 Cost Management

a. The National Treasury cost containment measures and the City of Johannesburg's Municipal Cost Containment Policies are establishing a basis for a cost savings culture.

b. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment measures and City of Johannesburg's Travel and Subsistence and Municipal Cost Containment Policies.

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

d. 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 City of Johannesburg's Travel and Subsistence and Cost Containment Policies to

ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

3.3.12 Office Management

The TMC to ensure high quality service to be delivered at all times to the JTC's travellers. The TMC is required to provide JTC with highly skilled and qualified human resources of the following roles but not limited to:

a. Senior Consultants
b. Travel Manager (Operational)
c. Finance Manager / Branch Accountant
d. Admin Back Office (Creditors / Debtors/Finance Processors)

4. TARGET AUDIENCE

The business, leisure trade exhibitions/shows, consumer platforms, conferences, workshops, training and relevant platforms generally attract hoteliers, hotel developers, financiers and intermediaries such as:

- Destination Management Companies and Tour Operators
- Tourism Authorities & Associations
- Government entities
- African, international and local meeting and event planners
- Association buyers who organise international conventions
- Local corporate executives who book business travel
- Media

- Training institutions and/or authorities
- General public

5. EVALUATION CRITERIA

Phase one – Compliance to bid requirement

This entails evaluation of compliance to the bid conditions as outlined in the bid document, submission of the required returnable documents, full and proper completion of the Request for Proposal (RFP) document and submission of the proposal document in line with the conditions spelt out in the bid document.

Phase two – Functionality

Proposals will initially be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 evaluation system and MFMA Circular 53. Only proposals scoring a minimum of 70 points or more on functionality as stipulated in Table 1 below will be evaluated further in terms of price competitiveness and specific goals.

Table 1

Criteria	Guidelines	Points
Methodology/ approach	A detailed logical project plan outlining the process, activities, timeframes and how the methodology will meet project objectives covering how the bidder will respond to the requirements of the Johannesburg Tourism Company for the following deliverables: **20 points** ▪ Reservations and Communication **5** ▪ After hours and emergency services **5** ▪ Account management **5** ▪ Cost management (Directly negotiated rates) **5**	**20**

Criteria	Guidelines	Points
	Zero points (0) will be awarded if the project plan fails to respond adequately to any of the above deliverables	
Financial Management	**A Bank Code Report 10** The bidder must demonstrate that the affordability assessment from their banking institution. A Bank Code is requested via the bank where the subject holds their account (the account holder). The bank reviews the account holder's account and a code is generated by that banking institute, considering the current situation of the account holder regarding the credit amount being queried. Code A = **10** Code B = **6** Code C = **4** Code D = **2** Code E and above = **0**	**10**
Experience of key personnel	**Experience of Key Personnel** The bidder must demonstrate that the key personnel proposed have the requisite experience in travel management services experience. **1. Account/Contract Manager's experience 15 points** ▪ Less than 3 years' experience – 0 points ▪ 3-5 years' experience – 5 points ▪ Above 5 years' experience – 15 points **2. Travel Manager/Consultant experience 15 points** ▪ Less than 3 years' experience – 0 points ▪ 3-5 years' experience – 10 points ▪ Above 5 years' experience – 15 points	**30**
Qualifications of key	The bidder must demonstrate that the key personnel have the requisite qualifications	**10**

Criteria	Guidelines	Points
personnel	**1. Account/Contract Manager must possess at least a degree in Travel and Tourism and/or Business-Related Degree – 5 points** ▪ Less than a National Diploma – 0 points ▪ National Diploma (NQF 6) – 2 points ▪ Bachelor's degree (NQF 7) – 3 points ▪ Post Graduate Qualification (NQF 8 or higher) **– 5 points** **2. Travel Manager/Consultant must possess a minimum of a degree in Travel and Tourism – 5 points** ▪ Less than a National Diploma – 0 points ▪ National Diploma (NQF 6) – 2 points ▪ Bachelor's Degree (NQF 7) – 3 points ▪ Post Graduate Qualification (NQF 8 or higher) – 5 points.	
International Membership Affiliation	The bidder must be affiliated with International Air Transport Association (IATA) or other international airline ticketing agencies - **5 points**	**5**
National Membership Affiliation	Association of Southern African Travel Agents (ASATA) - **5 points**	**5**
Company Track record	The bidding company must submit proof of experience on rendering travel management services by submitting duly signed and contactable reference letter/s in a company letter head with the services rendered for a specific period. The reference letters must indicate if the services rendered were for either **Domestic** (Services rendered within **South Africa)** or **Regional** (Services rendered within the **African Continent** but excluding South Africa) or **International** (services rendered outside the African continent) – 20 points ▪ Less than one similar project = 0 ▪ Domestic Travel Management Services Provided = 10 ▪ Domestic & Regional Travel Management Services Provided =	**20**

Criteria	Guidelines	Points
	15 ▪ Domestic, Regional & International Travel Management Services Provided = 20	
TOTAL		**(100)**

Phase three

PRICE AND PREFERENTIAL GOALS POINTS

Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act using the 80:20 points system. Only bidders scoring minimum of 70 points for functionality evaluation will be evaluated for price and preferential goals points. The evaluation in terms of price and preferential goal points will be conducted on responsive bidders. A maximum of 80 points will be awarded for price and a maximum of 20 points will be awarded in line with the City's Preferential Goals in terms of the Preferential Procurement Regulations 2022 as follows:

TABLE 1

Preferential Goals	**Number of Points**	**Means of verification**
Business owned by 51% or more – Black People	5	CSD, valid BBBEE Certificate/Affidavit sworn under oath, ID Copy of owner/s of the business and shareholders certificate
Business owned by 51% or more – Women	5	CSD, ID Copy of owner/s of the business and shareholders certificate
Enterprises located within the jurisdiction of the City of Johannesburg Metropolitan Municipality	5	CSD and proof of Municipal accounts / Letter from Ward Council confirming business address
SMMEs (An EME or QSE)	5	CSD and BBBEE Certificate/Affidavit sworn under oath.
Maximum Points	**20**	

6. PRICING MODEL

6.1 Transaction Fees

Refer to *Annexure A2*: Pricing Schedule

The pricing schedule has been provided in Microsoft Excel format attached as ***Annexure A2*** to the main terms of reference document. **The pricing schedule must be completed by all bidders on the provided excel template and submitted in both print version (attached to the bidder's submission) and Excel version (in a USB flash drive and submitted together with the bidder's submission, in the same packaging as the submission).**

6.1.1 The transaction fee must be a fixed amount per service for the duration of the contract. 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.

6.1.1.1 Transaction Fee Off-site option **(A2 Pricing Schedule)**

Johannesburg Tourism Company has opted for the **transactional fee offsite model**, therefore bidders must provide all their prices per transaction on the pricing schedule.

The pricing schedule must be completed in full. The completion of **item 32-37** is dependent on each bidder's preference and/or pricing structure, and failure to complete these **items 32-37** will not be regarded as a failure to fully complete the pricing schedule. Bidders may specify additional services on one or more **items on 32-37** to include other chargeable services rendered which may not have been included or covered in **item 1-31**.

The pricing schedule is pre-formatted, therefore bidders must not delete any cells in the provided template. Further instructions are provided on the cover sheet of the pricing schedule (A2), and all instructions must be adhered to by all bidders.

7. CONDITIONS OF AWARD

Notwithstanding the supplier's proposal being recommended for award; an award shall not be made to:

i. A supplier whose tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and the SARS.

ii. Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 90 days and there are no arrangements made with the relevant Municipality. Directors and Principal members are in the Service of the State as defined in the Municipal Supply Chain Management Regulations.

iii. Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers.

iv. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.

8. RETURNABLE DOCUMENTS:

THE BID/PROPOSAL SHOULD INCLUDE:

1) Project Plan clearly demonstrating the Methodology/Approach, covering all aspects provided for in the relevant functionality criterion.
2) Copy of membership certificate with International Air Transport Association (IATA) or signed letter from the 3rd party confirming IATA membership with the bidder for the Travel Management Services.
3) Copy of membership certificate with Association of Southern African Travel Agents (ASATA)

4) Duly signed and contactable reference letter/s in a company letter head with the services rendered for a specific period. The reference letters must indicate if the services rendered were for either **Domestic** (Services rendered within **South Africa)** or **Regional** (Services rendered within the **African Continent** but excluding South Africa) or **International** (services rendered outside the **African continent**)
5) Certified copies of qualification/s of key personnel.
6) A Bank Code Report
7) Curriculum Vitae (CVs) of key personnel (Account/Contract Manager and Travel Manager/Consultant) with clear demonstration of experience and contactable references.
8) A certified copy of B-BBEE accreditation certificate, or valid certified sworn affidavit.
9) Certified ID Copy of owner/s of the business.
10) Shareholders certificates.
11) Letter from Ward Councillor confirming business address (if there are no municipal accounts submitted for the bidder)
12) Draft sub-contracting agreement to the designated groups, and valid BBBEE certificate / sworn affidavit of the subcontracted business.
13) A certified copy of company registration certificate (CK).
14) Valid original tax clearance certificate or one time pin (OTP).
15) Fully completed and signed form of bid.
16) Fully completed and signed pricing schedule provided by the City, as per instruction provided under "Pricing Schedule and Instructions" section.
17) Municipal rates and taxes for the company and directors not older than three (3) months and not in arrears for more than 90 days or a sworn affidavit or lease agreement. If any of the municipal accounts are in arrears, bidders must submit proof of acknowledgement of debt with the relevant municipality.
18) Completed and signed MBD forms (MBD 1, 3.1, 3.2, 4, 5, 6.1, 8, 9 and 10).
19) Completed and signed declaration on state of municipal accounts.
20) Central Supplier Database (CSD) Report or MAAA number.

9. DISQUALIFYING CRITERIA

a) Failure to complete and signed form of bid
b) Failure to complete the pricing schedule in compliance with all instructions in the "Pricing Schedule and Instructions" section.
c) Failure to attach a letter confirming errors or alteration in the pricing schedule.

10. BRIEFING SESSION

A non-compulsory virtual briefing session will be held on the (details) to be announced on the advert.

Date & Time: To be confirmed with the advert

Venue: Microsoft Teams

11. CONTACT PERSON:

All technical queries must be addressed in writing to:

Nondumiso Mulaudzi – Manager: MICE

Email: Nondumisom@joburgtourism.com

12. RECOMMENDATION:

a) It is recommended that the Accounting Officer: Johannesburg Tourism Company approves the Terms of Reference for Travel Management Services Tender for a period of three years from the date of signing by the last party.

RECOMMENDED/~~NOT RECOMMENDED~~

Mr Rendani Khormbi
Chairperson: Bid Specification Committee
Johannesburg Tourism Company
Date: 14 October 2026

APPROVED/~~NOT APPROVED~~

Mr. Thandubuhle Mgudlwa
Chief Executive Officer:
Johannesburg Tourism Company
Date: 14/10/2026