



## forestry, fisheries & the environment

Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

# INVITATION TO BID

## BID NUMBER: DFFE-T078 (22-23)

THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

**Contact persons:**

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### NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

**CLOSING DATE OF THE BID: 25 NOVEMBER 2022 AT 11H00**

**Compulsory briefing session will be held as follows:**

**Date: 15 November 2022**

**Time: 10:00 until 12:00 am**

**Please note that the virtual briefing link will be published on DFFE website**

## PART A INVITATION TO BID /

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE-T078 (22-23)	CLOSING DATE:	25 NOVEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM	CONTACT PERSON	Vinesh Naidoo Tebogo Ledingwane		
TELEPHONE NUMBER	012 399 9670/9671/9055	TELEPHONE NUMBER	012 399 8537 012 399 8526		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Tenders@dffe.gov.za	E-MAIL ADDRESS	Vnaidoo@dffe.gov.za tledingwane@dffe.gov.za		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: DFFE-T078 (22-23)
CLOSING TIME 11h00	CLOSING DATE: 25 NOVEMBER 2022

OFFER TO BE VALID FOR .....120.....DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

\*\*(ALL APPLICABLE TAXES INCLUDED)

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-----

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

-----  
-----  
-----  
-----

R-----  
R-----  
R-----  
R-----

----- days  
----- days  
----- days  
----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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-----  
-----  
-----

-----  
-----  
-----  
-----

-----  
-----  
-----  
-----

R-----  
R-----  
R-----  
R-----

TOTAL: R.....

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

Name of Bidder: .....

- 5.2 Other expenses, for example accommodation (specify, eg. 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
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

**Contact Person: SCM**

**Tel: (012) 399 9670/9671/9055**

**E-mail: [Tenders@dffe.gov.za](mailto:Tenders@dffe.gov.za)**

Or for technical information –

**Name : Vinesh Naidoo**  
**Office Telephone No. : 012 399 8537**  
**E-Mail : [Vnaidoo@dffe.gov.za](mailto:Vnaidoo@dffe.gov.za)**

**Name : Tebogo Ledingwane**  
**Office Telephone No. : 012 399 8526**  
**E-Mail : [tledingwane@dffe.gov.za](mailto:tledingwane@dffe.gov.za)**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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

- .....  
 .....  
 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;  
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.  
 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.  
 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.  
 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.  
 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

---

<sup>2</sup> 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.

**SBD4**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = maximum 20 points  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**forestry, fisheries  
& the environment**

Department:  
Forestry, Fisheries and the Environment  
**REPUBLIC OF SOUTH AFRICA**

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (ACT NO. 53 OF 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

## **TERMS OF REFERENCE**

**FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

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## 1. PURPOSE

- 1.1. The purpose of this terms of reference is for the appointment of a Travel Management Company (TMC)/ service provider to provide a comprehensive travel management and logistic service for a period of thirty-six (36) months on “as and when” required basis by the Department of Forestry, Fisheries, and the Environment (DFFE).

## 2. INTRODUCTION AND BACKGROUND

- 2.1. The Department of Forestry, Fisheries and the Environment is one of the key National Departments that has offices in all nine (09) provinces. The operational requirements of the Department necessitate that officials should travel mostly domestic, regional and international with an aim of providing various services linked to the Departmental mandate. Frequently branches with the Department further work with a number of stakeholders and participate in multiple collaborations in order to contribute and improve the services, environment and compliance to legal prescripts relating the Departmental mandate.

## 3. OBJECTIVES

- 3.1. The main objective of this project is outlined under the scope of work.

## 4. SCOPE AND EXTENT OF WORK

- 4.1 Bidders are required to indicate their compliance with each aspect noted below.

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a.	The travel services will be provided to all travellers travelling on behalf of DFFE, locally and internationally. This will include employees and external stakeholders where the agreement is that DFFE is responsible for their travel arrangements.			
b.	Provide 24/7 online travel management services, event, conferencing and VIP services when required			
c.	Familiarisation with current DFFE travel business processes			
d.	Familiarisation and assist with further negotiations for better rates with travel service providers.			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
e.	Familiarisation with current DFFE Travel delegations (including National Treasury Travel Policy Framework, National Treasury Negotiated Rates and Cost Containment measures, circulars issued from time to time) and implementation of controls to ensure compliance.			
f.	Provide a facility on the online booking tool for DFFE to update their travellers' profiles.			
g	Manage the third-party service providers by addressing service failures and complaints against these service providers. Report on such quarterly.			
h	The service provider to provide an "Online Travel Booking App" to approve and view travel bookings			
i	The online system should interface payments with BAS system.			
j	Consolidate all valid tax invoices (Pro-forma not required) and supporting documents from travel suppliers weekly on an Excel spreadsheet and provide these reconciliations and supporting documents to the DFFE on a, Monday, Tuesday and Wednesdays.			
k	The online system must be able to provide invoices for a specified period per category of expenditure. Expenditure for flights should be separate from other bill back invoices.			
l	Include service fee transactions on land arrangement (accommodation, shuttle, train, buses, car hire and airport parking) invoices.			
m	Provide a detailed online booking implementation plan without creating service interruptions.			
n	The TMC must provide a dedicated representative to amongst others include navigational support on site on the online system			
o	The service provider to provide the organogram and sufficient staff compliment to carry out this project			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
p	Provide various monthly Management Information System (MIS) reports			

#### 4.2 **SERVICE REQUIREMENTS**

##### i) **RESERVATIONS**

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	The TMC is required to ensure that where service providers require payment in advance, the necessary arrangements and proof of payment must be made and provided to the service provider and the traveller.			
b.	Where possible, the TMC must make every effort to assist and support travellers in small groups to co-ordinate arrangements.			
c	Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker in consideration with the National Treasury Guidelines on Cost Containment.			
d	Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller and/or booker of alternative options that are more cost effective and more convenient where necessary.			
e	Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.			
f	Book the negotiated discounted fares and rates where possible.			
g	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			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	and reissued to reflect these changes.			
h	Book parking facilities at the airports where required for the duration of the travel. Travellers have to pay and claim via S&T as per new policy.			
i	Respond timely and process all queries, requests, changes and cancellations timeously and accurately.			
j	The online tool must be able to facilitate group bookings (e.g. for research surveys, meetings, conferences, events, etc.), however the service provider should be able to assist when required.			
k	Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times via SMS and emails, etc).			
l	Advise the Traveller of all visa and vaccination requirements well in advance. Visa applications will not be the responsibility of the service provider; however, the relevant information must be supplied to the traveller(s) where visas will be required, including transit visas.			
m	Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.			
n	Facilitate any reservations that are not bookable on the Global Distribution System (GDS).			
o	The online tool must be able to compare inventory from all GDS and Local Distribution System (LDS) systems (Bookings.com, Trivago, where to stay, Galileo, Amadeus etc.). Preference should be given to South African Tourism Council accredited accommodation.			
p	Attach the three most cost-effective quotations from reputable tour operators to the booking for international travel in instances where the use of a tour operator is required.			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
q	Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly by National Treasury or by DFFE are non-commissionable. Where commissions are earned on DFFE bookings, such commissions should be returned to DFFE on a quarterly basis.			
r	Ensure confidentiality in respect of all travel arrangements requested by DFFE.			
s	All travel and related expenditure must be borne by the TMC and claimed back from the DFFE detailing each expenditure type and cost centre allocation which will be provided by the DFFE.			

ii) **TRAVEL AIR**

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a.	The service provider must be able to book full-service carriers as well as low-cost carriers			
b.	The service provider will book the most cost-effective airfares possible for domestic travel.			
c.	For international flights, the airline which provides the most cost-effective option and practical routings, may be utilised.			
d	The service provider should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.			
e	The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).			
f.	Airline tickets must be delivered electronically (SMS and/or email) to the traveller(s) and travel bookers promptly after approval.			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
g	The service provider will also assist with the booking of charters for VIPs utilising the existing National Treasury transversal contract where applicable as well as the sourcing of alternative service providers for other charter requirements.			
h	The service provider will be responsible for the tracking and management of unused e-tickets as per agreement with the DFFE and provide a report on refunds on a monthly basis.			
i	The service provider must provide proof that bookings were made against the discounted rates on the published fairs where applicable in their reporting.			
j	The service provider must ensure that travellers are always informed of any travel news regarding airlines and destinations (like baggage policies, checking in arrangements, political / unrest situations etc.)			
k	The service provider must assist with arrangements for people with permanent disabilities (e.g. wheelchairs, visually impaired, crutches etc) on air travel, shuttle, taxi services, parking etc.			

iii) **ACCOMODATION**

NO	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a.	The service provider will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.			
b.	The service provider will obtain at least three (3) price quotations/ comparisons from suitable 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			

NO	DESCRIPTION	COMPLY		BID PROPOSAL
		YES	NO	REF PAGE
	of the traveller. Travellers must be notified of the distance of the cheapest venue in order to take an informed decision			
c.	The TMC should also consider obtaining quotations from preferred suppliers listed on the travel itinerary, especially where accommodation is not readily available in those vicinities.			
d.	Accommodation vouchers must be issued for all accommodation bookings as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation invoice.			
e.	The TMC must ensure that pre-payments to accommodation establishments where required are made and bookings are confirmed prior to trips to avoid any embarrassment to staff on arrival at these accommodation establishments or on departure.			
f.	The service provider must, during the reporting period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.			
g.	Use of tour operators will only be considered in isolated and exceptional cases at the sole discretion and approval by the DFFE.			
h.	Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.			

iv) **CAR RENTALS AND SHUTTLE SERVICES**

NO.	DESCRIPTION	COMPLY		BID PROPOSAL
		YES	NO	REF PAGE
a.	The service provider will book the approved category vehicle in accordance with the DFFE Travel delegations			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	and taking cognisance of NT's Travel Framework and Cost Containment measure with the appointed car rental service providers from the closest rental location (airport, hotel and venue).			
b.	The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements.			
c.	The service provider must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, keys, rental agreements, damages and accidents, etc.			
d.	For international travel, the service provider may offer alternative ground transportation to the traveller that may include rail, bus and transfers.			
e.	The service provider will book transfers in line with the DFFE travel delegations with the appointed and/or alternative service providers. Transfers can also include bus and coach services.			
f.	The service provider should manage shuttle companies on behalf of DFFE and ensure compliance with minimum standards which should include occupational health and safety requirements such as insurance cover and Public Driving Permits (PDP) etc.			

v) **AFTER HOURS EMERGENCY SERVICES**

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a.	The service provider must provide a consultant or team of consultants to assist travellers with after hours and emergency reservations and changes to travel plans 24/7.			
b.	A dedicated consultant/s must be available to assist VIP/Executive travellers with after hours or emergency			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	assistance 24/7.			
c.	After hours services must be provided from Monday to Friday outside the official hours (16h30 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.			
d.	A call centre facility or after hours contact number must be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to. The call centre must be based in South Africa and be accessible at all times.			
e.	The service provider must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation and booking confirmations.			
f.	The service provider must provide a WhatsApp group for after-hours communications.			
g.	The necessary approval must be obtained from the dedicated representative of the DFFE.			
h.	The TMC must update approved off-line bookings done after-hours within 24-hours of the approval.			
i	Weekly report to be provided on billable services provided after-hours to all the approved After-hour authorisers.			

vi) **COMMUNICATIONS**

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	The service provider must conduct at least four (4) Educational workshops and eight (8) training sessions per annum for the officials of DFFE.			
b	The service provider must conduct at least two (2) Educational workshops per annum for managers of DFFE.			
c	All queries must be investigated, and prompt feedback be provided in accordance with the Memorandum of			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	Agreement (MoA ).			
d	The service provider must ensure sound communication with all stakeholders. Link the business traveller, travel booker, service provider in one smooth continuous workflow.			
e	The service provider must communicate any new travel developments and changes affecting DFFE and the traveller.			
f	The service provider must immediately inform the DFFE of technology errors such as no telephone or email or system being offline and immediately provide alternative options to the DFFE.			

vii) **FINANCIAL MANAGEMENT**

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	The service provider must implement the rates negotiated by DFFE with travel suppliers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.			
b	The service provider will be responsible to manage the supplier's accounts. This will include the timely receipt of invoices to be presented to DFFE for payment within the agreed period.			
c	Enable savings on total annual travel expenditure and this must be reported and proof provided during quarterly reviews.			
d	Where pre-payments are required for smaller Bed & Breakfast / Guest House facilities / National and Provincial Conservation Agencies / Facilities, these will be processed by the service provider. These are occasionally required at short notice and even for same day bookings. The service			

NO.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	provider will submit proof of such bookings together payments made to claim from DFFE			
e	Consolidate Travel Supplier bill-back tax invoices.			
f	The service provider is responsible for the consolidation of tax invoices and actual supporting documentation to be provided to DFFE's Travel Division weekly. This includes attaching the approved online, trip itinerary and other supporting documentation (invoices from accommodation establishments, car rental companies and shuttle companies and vouchers) to the invoices reflected on the service provider bill-back report and listed on a reconciled excel spreadsheet to be loaded electronically on a Monday, Tuesday and Wednesday each week with a weekly and monthly statement.			
g	The service provider must include service fees on land arrangement tax invoices.			
h	The service provider must facilitate tax rebates on the international travel and reimburse the DFFE accordingly.			
I	Ensure Travel Supplier accounts are settled timeously.			

viii) **TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING**

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	The service provider must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.			
b	The implementation of an Online Booking Tool to facilitate domestic and international bookings must be in place to optimise the services and related fees.			
c	The online booking tool must interface with BAS to ensure a seamless payment process.			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
d	All management information and data input must be accurate and live.			
e	The service provider will be required to provide the DFFE with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions Reporting Template requirements at no cost.			
f	The reporting templates can be found on <a href="http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx">http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx</a>			
g	The reports must be available online and be easily customised as per DFFE specific needs. (Reports must be available in an electronic format for example Microsoft Excel.)			
h	Reports must be accurate and be provided as per DFFE specific requirements at the agreed time. Information must be available on a transactional level that reflect details including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).			
i	DFFE may request the service provider to provide additional management reports.			
j	Memorandum of Agreement (SLA ) stipulates that reports must be provided on the agreed date. It will include but will not be limited to the following: TRAVEL <ul style="list-style-type: none"> <li>• After hours' Report.</li> <li>• Upgrade of class of travel (air, accommodation and ground transportation);</li> <li>• Bookings outside Travel Policy (e.g. Less than 7 days in advance, last minute) Missed savings.</li> <li>• Booked Flights vs published fares</li> <li>• No shows / late cancellations</li> <li>• Missed flights</li> <li>• Refunds</li> </ul>			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	<b>FINANCE</b> <ul style="list-style-type: none"> <li>• Reconciliation of commissions / rebates or any volume driven incentives;</li> <li>• Creditor's ageing report;</li> <li>• Creditor's summary payments;</li> <li>• Daily tax invoices;</li> <li>• Reconciled reports for Travel air travel against TMC credit / lodge card statement;</li> <li>• No show report;</li> <li>• Cancellation report;</li> <li>• Receipt delivery report;</li> <li>• Monthly Bank Settlement Plan (BSP) Report;</li> <li>• Refund Log;</li> <li>• Open voucher report, and</li> <li>• Open Age Invoice Analysis,</li> <li>• Trip itinerary (one page),</li> <li>• Comprehensive trip summary report</li> <li>• Wasteful expenditure report</li> </ul>			
k	The service provider will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.			

ix) **ACCOUNT MANAGEMENT**

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a.	An Account Management structure should be put in place to respond to the needs and requirements of the DFFE and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.			
b.	The service provider must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the DFFEs account.			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
c	The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.			
d.	A complaint handling procedure must be implemented to manage and record the compliments and complaints of the service provider and other travel service providers.			
e	Implement complaints register and record interventions or steps taken and provide bi-annually to the DFFE.			
f	Ensure that the DFFE's travel delegations are enforced.			
g	The SLA must be managed and customer satisfaction surveys conducted to measure the performance of the service provider bi-annual.			
h	Ensure that workshops / training are provided to travellers and / or Travel Bookers.			
i	During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.			

x) **VALUE ADDED SERVICES**

The service provider must provide the following value-added services:

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	Destination information for regional and international destinations: <ul style="list-style-type: none"> <li>• Health warnings</li> <li>• Weather forecasts;</li> <li>• Places of interest</li> <li>• Visa information;</li> <li>• Travel alerts (e.g. riots.)</li> <li>• Location of hotels and restaurants;</li> <li>• Information including the cost of public transport;</li> <li>• Rules and procedures of the airports;</li> </ul>			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	<ul style="list-style-type: none"> <li>Business etiquette specific to the country;</li> <li>Airline baggage policy; and</li> <li>Supplier updates</li> </ul>			
b	Electronic voucher retrieval via web and smart phones app			
c	SMS notifications for travel confirmations;			
e	Global Travel Risk Management;			
f	VIP services for Executives that includes but is not limited to check-in support.			

xi) **ONLINE BOOKING TOOL**

DFFE requires an Online Automated Booking and Payment system that shall be able to do the following:

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	The system shall enable DFFE officials to make and manage their own travel arrangements online.			
b	The system shall be available 24/7.			
c	Managers shall be able to approve or reject travel bookings from anywhere via a secure approval system i.e. SMS and e-mails.			
d	The system shall generate required reports.			
e	The system shall allow for online payments.			
f	The appointed service provider/s shall be able to deliver the fully automated online booking and payment system within two months from the date of appointment.			
g	The service provider shall reserve a provisional booking and associated costs for at least 4 hours to enable the DFFE approval processes.			
h	The travel booker/ official shall be able to obtain quotations directly from service providers via the online system.			
i	Once approval is granted, flights are paid directly by the system and flight tickets and land arrangements vouchers			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	are issued immediately.			
j	Car hire, hotel accommodation, airport parking, shuttles and any other associated services are paid after receipt of the invoice.			
k	Missed savings for a particular travel request shall be flagged immediately by the system, especially when travellers have to deviate from the policy.			
l	The online system must flag missed savings based on the comparison between airlines vs airlines, Hotels vs hotels, Guest houses vs guest houses etc.			
m	Managers shall be able to identify missed savings prior to approval and may request reasons for such a particular deviation.			
n	A full audit trail of travel costs per directorate shall be obtained via the system.			
o	DFFE Transport and Travel Policy / Delegations shall be built into the system.			

xii) **TMC MANUAL BOOKING**

**DFFE might require support in capturing manually submitted booking requests, where approval is granted. The TMC will be required to do the following:**

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
1	The TMC will capture all approved manual bookings for accommodation, flights, car rental, shuttle services and conferencing services.			
2	The supporting resource must be available 24/7.			
3	DFFE Travel Management Office will be able to approve or reject manual travel bookings through written communication i.e. SMS and e-mails.			
4	The TMC will be required to report on manual bookings and incorporate the information into the online system.			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
5	The appointed service provider/s must be able to provide the manual booking system immediately upon appointment.			

**NB: all turnaround time for manual bookings is two (2) hours upon approval of the request.**

xiii) **FUNCTIONALITY OF THE SYSTEM**

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	The application shall be easy and simple to use.			
b	The tool must be easily customised as and when required to meet DFFE's needs.			
c	The system shall be utilised to book flights, road, rail transport and accommodation electronically.			
d	The system shall be able to book commercial buses.			
e	The system shall be able to manage payment for flights, road transport and accommodation.			
f	Predefined users shall be set up to book and authorise travel transactions. The system shall enforce segregation of duties.			
g	Workflow approval platform shall be set up according to the DFFE's requirements.			
h	The system shall deliver travel documentation electronically to a travel booker and traveller by means of both SMS and email.			
i	A comprehensive library of reports (transactional and behavioural based – frequent tendencies of late bookings) shall be available.			
j	The system shall provide for attaching unlimited supporting documents per transaction.			
k	The system shall flag and prevent duplicate invoices and bookings.			
l	A unique trip reference number shall be provided for each			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
	transaction.			
m	The system shall be accessible from anywhere.			
n	The system must allow for hierarchy approval.			

## 5. EXPECTED DELIVERABLES / OUTCOMES

### 5.1 OPERATIONAL

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
a	Easy to use, paperless procurement system for online travel provided,			
b	Request and pre-authorisation: allowing bookers to complete travel requests, coupled with real-time quotes, in a secure environment, with authorisation that allows authorisers to approve travel in a customisable fashion, according to approved mandates / delegations,			
c	Negotiated vendor rates and DFFE's and all corporate agreements that are pre-configured and the purpose shall be to book the cheapest in-policy fare of the day.			
d	Designated approval where bookers/ travellers are not be allowed to approve their own bookings			
e	Authorisers warned of out of policy bookings or any trip not booked at the lowest rate, DFFE can negotiate directly with vendors.			
f	All negotiated DFFE's codes with vendors embedded into the system.			
g	Market Test on Quotations done where availability and lowest fares are sourced (air, road, rail travel and accommodation) across multiple suppliers (offering both preferred and public rates),			
h	Details of the flight fare rules e.g. cancelations, changes and minimum stay, provided to the travel booker / official at the time of flight selection			

No.	DESCRIPTION	COMPLY		BID PROPOSAL REF PAGE
		YES	NO	
i	Real-time quotes for flight, road, rail transport, accommodation, airport parking and parking reservations in line with policy requirements that complement the request available and selected as desired			
j	Offers as per the above displayed on a single screen, with sortable columns and filters or arranged in price order from the cheapest to the most expensive to allow travel bookers / officials to choose the best option,			
k	Direct integration into main airlines and low-cost airlines provided,			
l	Direct integration into accommodation establishments or an appropriate inventory system: <ul style="list-style-type: none"> <li>– Access to content (pictures and descriptions of amenities),</li> <li>- Pre-negotiated prices must be displayed to the user,</li> <li>– Real time rates must be displayed to the user,</li> </ul>			
m	Direct integration into car hire companies,			
n	Direct integration into shuttle companies,			
o	Select trips based on availability, travel policy, times and prices;			
p	Create a temporary reservation with the supplier/s and a requisition subject to approval based on: <ul style="list-style-type: none"> <li>– Travel policy compliance,</li> <li>– Declined / missed savings, based on selection made,</li> <li>– Detailed costings against cost centres,</li> </ul>			
q	Submit the request with selected quotes to the relevant manager for approval.			

## 5.2 **APPROVAL WORKFLOW RULES TO APPROVE REQUISITIONS:**

- a) All essential information provided to the authoriser via email and SMS.
- b) Approval workflows and mandates/ delegations (rules) to be agreed upon and loaded into the system. Perform all travel arrangements in terms of the rules provided by DFFE and ensure that all bookings are only processed against travel orders as authorized by the DFFE.
- c) All prescribed approvals as required of the system shall be received prior to the issue of any confirmation, ticket, or voucher, before departure.
- d) The system shall flag immediately all late bookings (not processed seven (7) days in advance) prior to approval.
- e) Approval to be authorised via SMS, Email and online applications.
- f) Once all approvals have been obtained, a unique order number shall be generated.
- g) Electronic vouchers shall be supplied.
- h) For every request approved on the system, appropriate itineraries (booking confirmation) shall be generated. Printable itineraries showing complete information on status of reservations on all carriers, road transport and accommodation shall be provided. The traveller shall be made aware of fare restrictions and pre-ticketing.

### 5.2.1 **Pre- Ticket changes**

- a) Ability to make multiple changes to travel requirements prior to the approval of the order.

### 5.2.2 **Post ticketing changes**

- a) The service provider shall detail ticket change limitations where online post ticketing changes are made. The service provider shall provide detailed cost implications on different classes of bookings and costs for changing tickets / bookings after issue.
- b) The online tool should allow changes to be made by the super users.

### 5.2.3 **Booking cancellations**

- a) The system shall support online cancellations (rules for cancellations and no shows shall be communicated to the user prior to departure).

### 5.2.4 **Electronic fulfilment**

- a) Air – tickets shall be issued via the system.
- b) Road transport and accommodation vouchers shall be issued via the system according to the payment terms and voucher rules in line with the DFFE Transport and Travel policy.
- c) The service provider shall manage quality control issues and disaster recovery services for all online bookings.

#### 5.2.5 **Manual fulfilment**

- a) All trips initiated outside of the online booking system shall be uploaded into the system within six (6) hours and a trip reference to be generated. The TMC should not see this as extra in the event that technical errors occur on the system.
- b) The captured bookings shall follow the same approval and business rules workflow as online bookings.
- c) Data for all bookings shall be included in the reporting tool.

#### 5.2.6 **Payment and streamlining of reconciliation process: The service provider/s shall:**

- a) Include all fees to be charged in the bid document.
- b) Settle air transactions prior to ticketing via TMC credit facility and billback to the DFFE.
- c) Ensure direct settlement to suppliers, matching of payments against card statement based on supporting documentation (receipts, invoices from vendors, etc.) and submission to the travel section, to streamline the reconciliation process.
- d) The service provider shall issue the *DFFE* with tax invoices for accommodation, car rental. Airport parking and/or shuttle service within 30 days of the actual service.
- e) The service provider shall ensure that all the documents (establishments tax invoice with the *DFFE* authorisation) are submitted with the final tax invoice per booking.

#### 5.2.7 **Reporting**

- a) Real-time reporting and reconciliation of travel spend shall be retrieved from the online system. The reports shall be utilised to proactively advise management and assist in the reduction of respective travel expenditure.
- b) Comprehensive reports (standard and dynamic) shall be updated daily and be available on-line to managers;
- c) **The following reports shall be submitted monthly to the travel section:**
  - i) Declined / missed saving opportunities, and losses
  - ii) Traveller behaviour with regard to advanced bookings and last-minute bookings,
  - iii) Payments made and outstanding monies,
  - iv) Flagging of costs incurred due to cancellations,
  - v) No shows,
  - vi) Late bookings and amendments.
- d) Service provider shall detail the online (real-time) reports that shall be provided and
- e) Availability of statistics for reporting.

#### 5.2.8 **System administration role**

- a) Partial system administration (Super User) shall be managed directly by the DFFE with second line support via the successful service provider.

**5.2.9 Fully integrated into all supplier's systems:**

- a) Service providers to detail e.g. Galileo, Kulula.com, etc.

**5.2.10 Communication**

- a) Traveller itinerary emails shall be sent to the travel booker and traveller.
- b) SMS alerts.
- c) The system shall accurately advise the traveller of e-ticketing and other relevant information every time reservations are made in order to avoid cancellations of bookings.

**5.2.11 Training**

- a) The service provider shall present an indication of training and support to be supplied.
- b) Adequate training of at least one thousand (1000) users upfront on the use of the system as well as support shall be provided. Users shall be trained on an "as and when" required basis by DFFE.

**5.2.12 Accommodation**

- a) The service provider shall ensure that sufficient accommodation establishments are available on the system to accommodate officials that are travelling.
- b) Where it is required, the service provider shall ensure that accounts are opened with the property to ensure the provision of services and payment.
- c) The voucher/ confirmation shall clearly state the all-inclusive rate (Accommodation, meals, parking etc.) and issued within 24 hours if received before 10 am, (2 hours after approval) thereafter 48 hours.
- d) Any additional request/s shall be approved as per the system / SLA .

**5.2.13 Other services**

- a) The service provider shall indicate any special features, programmes, or services that would be beneficial to the DFFE and its travellers.

**5.2.14 Management reports**

- a) The system shall be able to provide a detailed Management Information System and accrual / commitment report as and when required.
- b) **The service provider shall provide the DFFE with management information reports consisting, of a minimum, of the following:**
  - i) Concise quarterly narrative of the service provider's activities, which shall be submitted to the DFFE within ten (10) calendar days after the end of the quarter. This report shall identify problems, if any, and recommend solutions. Suggestions to enhance the service shall also be included;

- ii) The TMC to submit a comprehensive Management Information System (MIS) Report on a quarterly basis
  - c) The tool shall allow for full reporting and auditing capability.
  - d) The reporting shall be in a format that will allow the information to be interfaced with other Government reporting systems.
- 5.2.15 Unused tickets, refunds, and losses**
- a) The service provider shall notify the DFFE monthly of unused air tickets and refunds for all returned airline tickets for official travel.
  - b) Monthly notify the DFFE of any losses (cost) incurred on air tickets (e.g., changes made or tickets that are non-refundable or when air travel was cancelled).
- 5.2.16 Data transfer**
- a) The service provider shall allow DFFE to access information for a period of five (5) years after expiry of the contract.
- 5.2.17 Service standards**
- a) The service provider shall provide a polite, responsive, and efficient service at all times to fulfill the DFFE's requirements. All telephone calls, emails and correspondences shall be answered promptly.
- 5.2.18 Performance evaluation and review**
- a) The service provider shall meet quarterly with the DFFE's *senior management or delegate* to discuss issues of mutual concern, to review the service provider's performance and to discuss improvements which the service provider or the DFFE should make in order to achieve more effective travel management and greater savings.
  - b) The service provider will participate monthly and provide performance evaluations / reviews.
  - c) During the above meetings, the service provider shall also discuss travel updates and other travel matters with the DFFE. The service provider shall immediately make the DFFE aware of major industry changes, which may have a broad impact on its travel policy or procedures.
- 5.2.19 Policy compliance and control**
- a) The system shall dictate the route of the application based on the policy requirements. For any deviation, the prescribed and delegated authorisation shall be required in writing before processing takes place.
  - b) The system shall comply with all relevant security standards, policies, directives and the Minimum Information Security Standards (MISS).

- c) The system shall be able to cater for any departmental policy changes as and when required.
  - d) The service providers shall not accept any commission, payment or other inducement from a flight, road transport or accommodation service for the use of their facilities.
  - e) Should any payment be received, the service provider shall pay this amount over to the DFFE at the end of each month. All amounts quoted by the system and charged to the DFFE shall be exclusive of any travel agent commission.
- 5.2.20 Emergency and after-hours bookings will be communicated by the delegated official in consultation with the applicable line manager for urgent attention and processing.
- 5.2.21 The service provider shall be required to:
- a) Provide on-line travel booking services and support,
  - b) Provide a transparent inclusive service fee structure,
  - c) Provide 24/7 assistance,
  - d) Ensure that services are available 24/7,
  - e) Update DFFE regularly on cancellation policies and fees of service providers;
  - f) Obtain any reimbursement which may be due to DFFE.
  - g) Notify DFFE of air tickets for revalidation and / or re-issue,
  - h) Ensure booking confirmations and payments are done as required by vendors,
  - i) Ensure prompt investigation of any irregularities and complaints as well as feedback thereof,
  - j) Upon request from the DFFE, the service provider must provide a detailed report on the services rendered, discounts, and benefits received,
  - k) Reconcile tax invoices and supporting documentation with Credit card statement and approved orders,
  - l) The service provider shall keep abreast of and provide an information service to DFFE with regard to airport closings, airline carrier schedule changes, as well as all other alterations, safety conditions which may affect travel and new conditions affecting travel, and
  - m) Assist travel bookers / officials to make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveller's official trip. The e-tickets and billings shall be modified or issued to reflect these changes, via SMS and e-mail.
- 5.2.22 The online system shall be required to provide immediate quotations for travel arrangements from all airlines, vehicle hire companies and a range of properties for accommodation.

- a) An e-ticket or confirmation and detailed itineraries, showing the accurate status of the airline, road transport and accommodation reservations on all segments of the journey shall be provided (secure airline seats for four (4) hours to allow for approval).

### 5.3 **COST MANAGEMENT**

The National Treasury cost containment initiative and the DFFE's Travel Policy is establishing a base for a cost savings culture.

- 5.3.1 It is the obligation of the service provider to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's Cost Containment Instructions.
- 5.3.2 The service provider plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.
- 5.3.3 The service provider should have in-depth knowledge of the relevant supplier(s) products, to be able to provide the best option and alternatives that are in accordance with DFFE's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her official business.

### 5.4 **QUARTERLY AND ANNUAL TRAVEL REVIEW**

- 5.4.1 Quarterly reviews are required to be presented by the service provider on all DFFE travel activity in the previous three-month period. These reviews are comprehensive and presented to DFFE's Procurement, Finance and Facility Management teams as part of the performance management reviews based on the service levels.
- 5.4.2 Annual Reviews are also required to be presented to DFFE's Senior Executives.

## 6. **PERIOD / DURATION OF PROJECT / ASSIGNMENT**

- 6.1 The appointed service provider will be appointed for a thirty-six (36) month period after signing of contract (Service Level Agreement) and an official purchase order will be issued to the service provider.

## 7. **INFORMATION SITE VISITS**

- 7.1 A **COMPULSORY** project onsite briefing session will be held to give clarity to the interested bidders to clarify the scope and extent of work. The bidders will have the opportunity to ask questions where needed.

7.2 The information site visit session will be held as follows:

Date: 15<sup>th</sup> of November 2022

Time: 10:00 until 12:00 am

Venue: Ms Teams (Refer to DFFE website for link)

## **8. COSTING / COMPREHENSIVE BUDGET**

Bidders are required to quote for transactional fees on manual and online bookings.

### **8.1 Transaction Fees**

8.1.1 Refer Annexure A3: Pricing Schedule

- a) The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service.

### **8.2 Volume driven incentives**

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

- a) National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers.
- b) No override commissions earned through DFFE reservations will be paid to the service provider.
- c) An open book policy will apply, and any commissions earned through the *DFFE* volumes will be reimbursed to DFFE.
- d) Service provider shall book these negotiated rates or the best fare available, whichever is the most cost effective for the DFFE.

## **9. EVALUATION CRITERIA**

9.1 The evaluation for this bid will be carried out in following phases:

- a) Phase 1: Pre-compliance
- b) Phase 2: Mandatory Requirement
- c) Phase 3: Functionality Evaluation
- d) Phase 4: Price and B-BBEE

### **9.2 PHASE 1: Pre-compliance**

9.2.1 During this phase bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters and whether proof of registration on the Central Supplier

Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria may not be evaluated further.

9.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SBD 3.1 - Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

### 9.3 PHASE 2: Mandatory Requirements

9.3.1 Do mandatory requirements apply for this bid?

**YES**

9.3.2 The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and not be evaluated further.

REQUIREMENT
International Air Transport Association (IATA) licence certificate

### 9.4 PHASE 3: Functionality Criteria

9.4.1 Only bid proposals that meet pre-compliance requirements will be evaluated on functionality criteria.

9.4.2 The bidder must score a minimum of 75%, during Phase 3 (functionality/ technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and BBBEE will be considered.

9.4.3 The following values/ indicators will be applicable when evaluating functionality:

9.4.4 The ratings from 1 to 5 as an indicator will be applicable when evaluating functionality:

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
<p><b>UNDERSTANDING OF THE BRIEF AND PROJECT APPROACH AND METHODOLOGY: IN PROVIDING TRAVEL MANAGEMENT SERVICES</b></p> <p>Bidder's understanding of the project brief and requirements, supported by a project methodology that meet the following requirements:</p> <ol style="list-style-type: none"> <li>1) Services Provided by the TMC</li> <li>2) Turn Around Times for Bookings and Special Requests</li> <li>3) Accommodation Booking-Billback System and Pre-Payments</li> <li>4) International Bookings-countries that would require tour operators</li> <li>5) Demonstrate seamless booking process with car rental and shuttle companies</li> </ol>	<p><b>Bidder have provided a proposal that covers:</b></p> <p><b>All travel Services required by DFFE as per the scope of work, Turn Around Times for all services, International Bookings-countries that would require tour operators, Accommodation Bookings-Billback System and Pre-Payments,</b></p> <p><b>specified process for providing seamless booking services:</b></p> <p><b>Car rental and Shuttle companies.</b></p>	
	<b>Detailed approach and methodology contained in the company profile</b>	<b>Indicator</b>
	Bidder has in-depth understanding of the project brief and requirements, supported by a project methodology that meet all the five requirements and have provided a proposal with turnaround times for all required services	5
	Bidder has sound understanding of the project brief and requirements, supported by a project methodology that adequately addresses any of the four requirements	4
	Bidder has reasonable understanding of the project brief and requirements, supported by standard project methodology that addresses any of the three requirements	3
	Bidder has limited understanding of the project brief and requirements with project methodology that addresses any of the two requirements	2
	Bidder lacks understanding of the project brief and requirements, with project methodology that addresses only one of the requirements	1
	No information provided.	0
	<b>20</b>	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
COMPANY'S EXPERIENCE IN PROVIDING AN ONLINE TRAVEL BOOKING TOOL	<p>Company profile supported by client positive reference letters (on clients' letters head) of travel management services that was successfully completed in the past and the letter should cover the following</p> <ul style="list-style-type: none"> <li>• Commencement and end date of each project</li> <li>• Value of each project</li> <li>• Name and Contact details of clients</li> <li>• Summary description and the role of the bidder in the project</li> <li>• Confirmation of clients' satisfaction of the service rendered</li> </ul>	
	Company's track record in projects of a similar scope, nature, and complexity:	Indicator
	5 or more project	5
	4 Projects	4
	3 Projects	3
	2 Projects	2
	1 Project	1
	0 Project	0
	30	
SKILLS AND EXPERIENCE: PROPOSED ACCOUNTS/ PROJECT MANAGER WITHIN THE TRAVEL SECTOR	Detailed CV/s or information contained in the bidder's proposal / profile reflecting years of experience within the travel sector	
	Average years of experience in the specified area of work:	Indicator
	10 years or more	5
	8 years and less than 10 years	4
	6 years and less than 8 years	3
	4 years and less than 6 years	2
	2 years and less than 4 years	1
	Less than 2 years' experience or No experience	0
	20	
A PROFESSIONAL TRACK RECORD OF THE BACK OFFICE TEAM	Attach Curriculum Vitae (CV) (supported by proof of appointment on various projects) clearly stipulating client satisfaction	
	1. Finance Manager	Indicator
	5 years or more	5
	4 years and less than 5 years	4
	10	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	3 years and less than 4 years	3	
	2 years and less than 3 years	2	
	1 years and less than 2 years	1	
	Less than 1 years' experience or No experience	0	
	<b>2. Operations Manager</b>	<b>Indicator</b>	<b>15</b>
	5 years or more	5	
	4 years and less than 5 years	4	
	3 years and less than 4 years	3	
	2 years and less than 3 years	2	
	1 years and less than 2 years	1	
	Less than 1 years' experience or No experience	0	
	<b>3. Customer Service Manager</b>	<b>Indicator</b>	<b>5</b>
	5 years or more	5	
	4 years and less than 5 years	4	
	3 years and less than 4 years	3	
	2 years and less than 3 years	2	
	1 years and less than 2 years	1	
	Less than 1 years' experience or No experience	0	
<b>Total Points on Functionality</b>			
<b>TOTAL POINTS ON FUNCTIONALITY</b>			<b>100</b>

The DFFE will conduct a due diligence on all prospective bidders based on the information and confirmation received from the bidders as required paragraphs 4 (Scope of work) and 9.4 (Functionality Criteria) above.

#### 9.5. PHASE 4: PRICE AND B-BBEE

9.5.1 Bid will be awarded to a bidder with the highest points on price and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

9.5.2 The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.

9.5.3 Preference point system applicable for this bid is:

<b>80:20</b>	<b>YES</b>
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- 9.5.4 Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 9.5.5 The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub regulation 6(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) respectively.
- 9.5.6 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 9.5.7 A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

## **10. BID SUBMISSION REQUIREMENTS**

- 10.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
- 10.1.1. The service provider must draft a table of contents which will indicate where each document is in the proposal.
  - 10.1.2. The proposal shall consist of one (01) master original document and must clearly indicate the prices on SBD 3.1 and Annexure A for detailed price schedule.
  - 10.1.3. The profile of the company should include a full description of similar work undertaken.
  - 10.1.4. Positive reference letters that specify the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
  - 10.1.5. Standard bidding documents (SBD1, 3.1, 4 and 6.1).
  - 10.1.6. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

## **11. LEGISLATIVE FRAMEWORK OF THE BID**

### **11.1 Tax Legislation**

- 11.1.1. Bidder must at all time attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 11.1.2. Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 11.1.3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 11.1.4. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

### **11.2 Procurement Legislation**

- 11.2.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
- 11.2.3 If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal.

### **11.3 Privacy and Protection of Personal Information Act 4 of 2013**

- 11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 11.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
- 11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.

- 11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/ respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.
- 11.4 Technical Legislation and/or Standards
  - 11.4.1 Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

## **12. SPECIAL CONDITIONS OF CONTRACT**

- 12.1. The performance measures for Travel Management Services will be closely monitored by DFFE and shall also be detailed as per schedule of delivery as agreed on the Service Level Agreement to be signed by both parties (DFFE and the successful bidder). The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 12.2. DFFE reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.
- 12.3. The service provider must submit monthly progress report for the project as agreed in the SLA or within four (4) days after the end of each month for the duration of the project. Progress reports shall be in soft copy. Failure to submit the required reports on time may result in penalties.
- 12.4. It is the responsibility of the service provider to resolve invoice discrepancies or disputes within five (5) working days.
- 12.5. The service provider/s must guarantee the presence of the senior consultant in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- 12.6. The appointed service provider will be subjected to security vetting and screening.
- 12.7. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

- 12.8. The service provider shall notify the Department 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 service provider from any liability or obligation under the contract.
- 12.9. A Letter of Authority to sign documents on behalf of the company.
- 12.10. The proposals should be submitted with all required information containing technical information.
- 12.11. Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
- a. B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
  - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
  - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
  - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
  - e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
  - f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
  - g. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 12.12. Poor or non-performance by the bidder will result in cancellation of works orders.
- 12.13. Please take note that DFFE is not bound to select any of the firms' submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.14. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

### **13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 13.1. In case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter into sub-contracting arrangements with the approval of the Department.
- 13.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

- 13.3. A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 13.4. A contractor is not allowed after award to sub-contract more than 25% of the contract value after contract award to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

#### **14. PAYMENT TERMS**

- 14.1. DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the Service Provider/s until that outstanding information is submitted.

#### **15. TECHNICAL ENQUIRIES**

- 15.1. Should you require any further information in this regard, please do not hesitate to contact:

Name:	Mr. Vinesh Naidoo		Ms Tebogo Ledingwane
Office Telephone No	012 399 8537	OR	012 399 8526
E-mail:	<a href="mailto:Vnaidoo@dffe.gov.za">Vnaidoo@dffe.gov.za</a>		<a href="mailto:tledingwane@dffe.gov.za">tledingwane@dffe.gov.za</a>

**16. ANNEXURE A3: PRICING SCHEDULE (The transaction fee must be a fixed)**

<b>TRADITIONAL BOOKINGS (MANUAL BOOKINGS)</b> <b>i.e. during exceptional occasions upon DFFE approval</b>					
<b>ITEM</b>	<b>Transaction Type</b>	<b>Qty</b>	<b>YEAR 1 Unit Price (incl VAT)</b>	<b>YEAR 2 Unit Price (incl VAT)</b>	<b>YEAR 3 Unit Price (incl VAT)</b>
1	Reservation of domestic air ticket	1	R	R	R
2	Reservation of regional air ticket	1	R	R	R
3	Reservation of international air ticket	1	R	R	R
4	Reservation of domestic hotel	1	R	R	R
5	Reservation of regional hotel	1	R	R	R
6	Reservation of international hotel	1	R	R	R
7	Reservation of car rental domestic	1	R	R	R
8	Reservation of car rental regional	1	R	R	R
9	Reservation of shuttle service domestic	1	R	R	R
11 (a)	Reservation of shuttle service regional	1	R	R	R
11 (b)	Reservation of shuttle service international	1	R	R	R
12	Conference bookings: payment only	1	R	R	R
13	Airport parking	1	R	R	R

TRADITIONAL BOOKINGS (MANUAL BOOKINGS)					
i.e. during exceptional occasions upon DFFE approval					
ITEM	Transaction Type	Qty	YEAR 1 Unit Price (incl VAT)	YEAR 2 Unit Price (incl VAT)	YEAR 3 Unit Price (incl VAT)
14	Pre-payment fee	1	R	R	R
	<b>CANCELLATIONS</b>		R	R	R
15	Refunds of air tickets	1	R	R	R
16	Bill Back Fee	1	R	R	R
	<b>ADDITIONAL SERVICES</b>		R	R	R
17	After hours fee	1	R	R	R
18	Visas normal	1	R	R	R
19	Visas emergency	1	R	R	R
20	Change fee	1	R	R	R
	<b>Total – Manual Bookings) - A</b>		<b>R</b>	<b>R</b>	<b>R</b>

ONLINE BOOKINGS					
ITEM	Transaction Type	Qty	YEAR 1 Unit Price (incl VAT)	YEAR 2 Unit Price (incl VAT)	YEAR 3 Unit Price (incl VAT)
1	Domestic travel (bundle fee for a maximum of 8 sectors)	1	R	R	R
2	International travel (bundle fee for a maximum of 8 sectors)	1	R	R	R
3	Accommodation only	1	R	R	R
4	Road transport only	1	R	R	R
5	Flight only	1	R	R	R
6	Bill back fee	1	R	R	R
7	Refund admin fee	1	R	R	R
8	Conferencing / Multiple travellers in one group	1	R	R	R
9	International insurance fee	1	R	R	R
10	After hours fee	1	R	R	R
11	Change fee	1	R	R	R
12	Refunds of air tickets	1	R	R	R
	<b>Total – Online Booking - B</b>		<b>R</b>	<b>R</b>	<b>R</b>
	<b>GRAND TOTAL AMOUNT (MANUAL) - A</b>				
	<b>GRAND TOTAL AMOUNT (ONLINE BOOKING PRICING) - B</b>				<b>R</b>
	<b>TOTAL PRICE OFFER (A + B)</b>				

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

	(b) 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.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation (NIP) Programme</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 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).</p> <p>34.2 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.</p>

- 34.3 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.

Js General Conditions of Contract (revised July 2010)



# DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

## BAS ENTITY MAINTENANCE FORM

### Head Office Only

Date Received \_\_\_\_\_  
Safetynet Capture \_\_\_\_\_  
Safetynet Verified: \_\_\_\_\_  
BAS/LOGIS Capt \_\_\_\_\_  
BAS/LOGIS Auth \_\_\_\_\_  
Supplier No. \_\_\_\_\_

### The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

**Please ensure information is validate as per required bank screens .**

I/We understand that bank details provided should be exactly as per record held by the banks.

**I/We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.**

### Company / Personal Details

Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
Full Names	
Surname	
Persal Number	

### Address Detail

	Physical	Postal
Address		
( Compulsory if Supplier )		
Postal Code		

### New Detail

☐ New Supplier information    ☐ Update Supplier information

Supplier Type:    ☐ Individual    ☐ Department    ☐ Partnership  
                         ☐ Company    ☐ Trust  
                         ☐ CC    ☐ Other ( Specify )   

Department Number

