

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084 Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference

: DIRCO 08-2025/26

Enquiries

; Mr HM Rakhoale; Ms E Mazibuko; Ms MB Mphahlele

Telephone

: 012 351 0077/ 1395/ 0225

#### Sir/Madam

1. Bid No: DIRCO 08-2025/2026

- 2. INVITATION FOR TRAVEL MANAGEMENT COMPANY/S TO SUBMIT PROPOSALS TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
- Closing date: 30 January 2026; 11:00 AM
- 4. A Non-compulsory virtual briefing session will be held on 12 January 2026 10:00 AM. Bidders may join a non-compulsory briefing session using a link provided on the website where the tender is advertised.
- The attached documents consist of this cover page and the following pages.
   Terms of Reference, SBD1, SBD3.1.1 SBD3.1.2; SBD3.1.3; SBD3.1.4 SBD4, SBD6.1 and General Conditions of Contract.
- 6. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
- 7. Please make sure that your bid reaches this office before the closing date.
- 8. When submitting your bid, the following information <u>must</u> appear on the sealed envelope:
- Name and address of bidder
- DIRCO Number
- Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of the above conditions will result in your bid being disqualified.

Yours faithfully

CHIEF DIRECTOR

DATE

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobuDlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking

# PART A INVITATION TO BID

YOU ARE HEREE	BY INVITED TO BID FOR REQ		OF THE DEPARTM	IENT OF	INTERNATION	AL REL	ATIONS AND COOP	ERATION
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CONTACT PERS	ON	SCM						
TELEPHONE NU	MBER		7 / 1395 / 0225					
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# PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
IF TH	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX IPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

### REQUEST FOR PROPOSAL NO. <u>DIRCO.08-2025/2026</u>

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026



# REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT COMPANY/S TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS

### DIRCO.08-2025/2026

Date Issued: 08 December 2025

Non-Compulsory briefing session date and time: 12 January 2026 at 10:00

Closing date and time: 30 January 2026 at 11:00

Bid Validity Period: 120 days.

TENDER BOX ADDRESS:
OR TAMBO BUILDING

**460 SOUTPANSBERG ROAD** 

**RIETONDALE** 

**PRETORIA** 

0001

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 1. INTRODUCTION

The Department of International Relations and Cooperation (DIRCO) is the key component of the government as it conducts and co-ordinates South Africa's international relations and promotes its foreign policy objectives. At the same time, it monitors international developments and advise government on foreign policy and related domestic matters.

### 2. PURPOSE OF THIS TERMS OF REFERENCE (TOR)

To invite bids from service providers for the provision of travel management services to the *Department of International Relations and Cooperation* (DIRCO).

These Travel Management services entail the following.

- Air travel
- Accommodation
- Vehicle hire
- > Hiring of venues and related services

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

#### 3. BACKGROUND

The section, Supply Chain Management/ travel office has a mandate to coordinate arrangements in respect of Departmental officials and/or any other approved non-DIRCO officials in the interest of the Department and excludes travel arrangements in DIRCO missions abroad. The travel and accommodation arrangements will only be for persons travelling for official purposes and with prior approval obtained from the relevant authorities.

- 3.1 In cases of group bookings i.e. all events, workshops, meetings, conferencing, booking of shuttle, air transport, car rental, bus coach, charter flights and accommodation, DIRCO reserves the right to exercise its own travel option and arrangements, taking into consideration any existing contract[s] with suppliers of such services.
- 3.2 In cases where the Department utilises the travel management service (TMC) provider for group bookings, the TMC is expected to negotiate government discounts and utilise the quoted standard service fee and not the conference rate
- 3.3 The most cost effective and practical means of transport and accommodation facilities are to be always used. The TMC must clearly demonstrate a reduction in costs by utilising discounted rates and other available incentives optimally.
- 3.4 Online Booking -The TMC is required to include a costed option of an online booking tool or system to be evaluated as part of this proposal.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 4. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months.

#### 5. SCOPE OF WORK FOR TRAVEL MANAGEMENT SERVICES

The Supply Chain Management office of the Department of International Relations and Cooperation "Travel Office" is responsible for Air travel, Accommodation, Ground transport and, hiring of venues and related services for DIRCO's head office, therefore the appointed TMC will be required to provide these services in the most cost-effective manner.

DIRCO currently uses a TMC to manage the travel requisition and travel expense processes within the travel management lifecycle, operating off-site. The travel requisition process is currently a manual process. The travel requisition is manually captured on forms that go through a manual authorisation procedure and are then forwarded to the travel co-ordinator within the Departmental travel office. The travel co-ordinator captures the requisition and issues a manual order/ unique reference number which goes through to the TMC for travel booking.

DIRCO's primary objective in issuing this Terms of Reference (TOR) is to enter into an agreement with a successful bidder(s) who will achieve the following:

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 5.1. Travel Volumes

DIRCO's current total volumes per annum includes air travel, accommodation, vehicle hire and hiring of venues and related services. The table below details the number of transactions for the FY 2024/2025 as follows:

Service Category	Estimated Number of Transactions per annum
Air travel - Domestic	1241
Air Travel - International	1117
Air Travel -Regional	514
Accommodation	1434
Vehicle Hire (Self Drive)	457
Shuttle Service (Chauffer drive)	1307
Coaches/bus bookings	5
Parking	8
Train - Domestic & International	2
Hiring of venues and related services	
Inclusive: (Conference venue, support facilities; ICT equipment, Catering)	75
After Hours services	292

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

#### 5.2. Service Requirements

#### 5.2.1. **General**

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

- a. The travel services will be provided to all travellers on behalf of DIRCO travelling locally and internationally, and this will include employees, contractors, consultants and clients where the agreement is that DIRCO is responsible for the arrangements and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 17h00) and provide after hours and emergency services as stipulated in paragraph **5.2.7.**

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- c. Familiarisation with current DIRCO travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between the DIRCO and other third parties and assist with any other negotiations for better deals with travel service providers (Airlines, Accommodation, Car rental companies etc).
- e. Familiarisation with current DIRCO Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of an agreed dispute process.
- g. Provide a facility for DIRCO to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- Consolidate all invoices from travel service providers (Airlines, Accommodation, Car rental companies etc).
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition at no additional cost.
- k. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented. The implementation of an Online Booking Tool to facilitate all bookings should be considered to optimise the services and related fees. Training on OBT to be provided by the TMC as and when required at no additional cost.
- I. Negotiated airlines fares, accommodation establishment rates, car rental rates etc that are negotiated directly or established by National Treasury or DIRCO are non-commissionable, where commissions are earned for DIRCO bookings all these commissions should be returned to DIRCO on a quarterly basis.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 5.2.2. Reservations

#### The TMC will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. Advice on all travel requirements for destinations to which travellers will be travelling and on any alternative plans that are more cost effective and more convenient where necessary.
- d. Obtain a minimum of three (3) price quotations for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- Issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- j. Advise the Traveller of all visa and inoculation requirements well in advance.
- k. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- I. Not be responsible for Visa applications, except where specifically requested by DIRCO; however, the relevant information must be supplied to the traveller(s) where visas will be required.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- m. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by DIRCO.
- n. Ensure timeous submission of proof that services have been satisfactorily delivered (invoices) as per DIRCO's instructions

#### 5.2.3. Air Travel

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 5.2.4. Accommodation

- a. The TMC will obtain price quotations within the maximum allowable rate as per Departmental 's Travel Policy.
- b. The TMC will obtain a minimum of three (3) price quotations from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with DIRCO's travel policy.
- d. DIRCO travellers may only stay at accommodation establishments with which the DIRCO has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or DIRCO.
- e. Accommodation vouchers must be issued to all the DIRCO travellers for accommodation bookings and must be invoiced to DIRCO as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the DIRCO Travel Policy.
- g. Cancellation of accommodation bookings must be done promptly to guard against no shows and late cancellation fees.

### 5.2.5. Car Rental and Shuttle Services

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like toll fees, refuelling, keys, rental agreements, damages and accidents, etc.
- d. The TMC may offer alternative ground transportation to the traveller that may include rail, busses and transfers for international travel where applicable.

#### 5.2.6. Bus coach service

- a. The TMC will book bus / coach services in line with DIRCO travel policy.
- b. The TMC should also assist in negotiating better rates with relevant companies
- c. The TMC should manage bus/ coach company on behalf of DIRCO and ensure compliance with minimum standards.
- d. The TMC should also assist in negotiating better rates with relevant bus/coach companies.
- e. Booking of bus coach for group of travellers does not constitute conferencing / events service and does not attract conferencing event transaction fees.
- f. The TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers for international travel where applicable.
- g. The TMC will book transfers in line with DIRCO Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

#### 5.2.7. After Hours and Emergency Services

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- A dedicated consultant/s must be available to assist VIP/Executive
   Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the office hours (i.e. 17h00 to 08h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

### 5.3. ONLINE BOOKING TOOL(OBT)

- 5.3.1 The online booking tool must be customisable to the specific needs of the Department to ensure that all travel requests comply with Department Travel Policy.
- 5.3.2 The tool must employ sufficient access and intrusion security measures and must provide access rights based on policy group settings
- 5.3.3 The tool must make provision for DIRCO to add and remove cost centres, travel bookers and authorisers in line with the system delegation of authority.
- 5.3.4 The tools must make provision for DIRCO to create policy groups and limits for each service/ sector type per policy group.
- 5.3.5 Travellers' profiles must be created and amended online by DIRCO. Traveller profiles will contain all the information normally required to travel (Full names, ID Number etc.) as well as:
  - Contact information to enable the sending of SMS's and e-mail to travellers
  - Policy group applicable to each traveller (Which can only be amended by DIRCO administrators)
- 5.3.6 The tool must employ approval escalation flows (to be added/amended online by DIRCO) for each cost centre as well as for out of policy approvals.
- 5.3.7 The tool must allow the uploading of supporting documentation before a booking is sent for approval (based on policy group settings).

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- 5.3.8 All travel requests (airline tickets, accommodation, car rental, point to point transfer and parking facilities at airports), can be booked, approved and amended online.
- 5.3.9 The TMC may not charge a consultant service fee in cases where the online booking tool does not make provision for the booking or amendment of these local services/sectors.
- 5.3.10 DIRCO will not be liable for any service rendered unless such service was approved by duly authorised DIRCO employees in writing. (it remains the responsibility of DIRCO to ensure that authorisers are currently captured on the online booking tool)
- 5.3.11 All data, records, and information generated, processed, or stored through the Online Booking Tool (OBT) shall remain the exclusive property of the Department of International Relations and Cooperation (DIRCO). The Service Provider acknowledges DIRCO's ownership of such data and undertakes to ensure full compliance with the Protection of Personal Information Act (POPIA), Act No. 4 of 2013.
- 5.3.12 The Service Provider shall not, under any circumstances, use, share, or process DIRCO's data for any purpose other than the fulfilment of its contractual obligations to DIRCO. Appropriate technical, administrative, and security measures must be implemented to protect personal and departmental data against unauthorised access, disclosure, alteration, or destruction.
- 5.3.13 The OBT shall support integration with DIRCO systems through secure, industry-standard mechanisms such as Application Programming Interfaces (APIs), middleware, or web services. All integrations shall adhere to DIRCO's information security architecture and standards to ensure the confidentiality, integrity, and authenticity of data during transmission.
- 5.3.14 The Service Provider shall provide detailed documentation for all API or middleware interfaces to enable system maintenance, testing, and future enhancements. All integration activities shall be subject to prior review and approval by DIRCO's ICT Unit.

#### 5.4. Communication

5.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers within DIRCO.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- 5.4.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 5.4.3. The TMC must ensure sound communication with all stakeholders (business traveller, travel coordinator, TMC, travel bookers etc)

#### 5.5. Financial Management

- 5.5.1. The TMC must implement the rates negotiated by DIRCO with travel service providers or the discounted air fares, and/or maximum allowable rate as per the Departmental 's Travel Policy.
- 5.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to DIRCO for payment within the agreed time period.
- 5.5.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 5.5.4. The TMC will be required to offer a 30-day bill-back account facility to DIRCO should a lodge card not be accepted by the establishment for payment. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DIRCO for the services rendered.
- 5.5.5. Consolidate Travel Supplier bill-back invoices.
- 5.5.6. DIRCO utilizes a travel lodge card for payment of air travel, accommodation, hiring of venues and related services, and ground transportation, which must be consolidated through a corporate card vendor.
- 5.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DIRCO on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 5.5.8. Ensure Travel Supplier accounts are settled timeously.

#### 5.6. Management Information and Reporting

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- 5.6.2. All management information and data input must be accurate.
- 5.6.3. The TMC will be required to provide DIRCO with the required monthly reports as agreed in line with the SLA, at no cost.
- 5.6.4. Reports must be accurate and be provided as per DIRCO's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (e.g. air travel, shuttle, accommodation).
- 5.6.5. DIRCO may request the TMC to provide additional management reports at no additional cost.
- 5.6.6. Reports must be made available by the TMC in an electronic format e.g. Microsoft Excel.
- 5.6.7. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

#### i. Travel

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

#### ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives.
- b) Creditor's ageing report.
- c) Creditor's summary payments.
- d) Daily invoices.
- e) Reconciled reports for Travel Lodge card statement.
- f) No show report.
- g) Cancellation report.
- h) Receipt delivery report.
- i) Refund Log.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- j) Open voucher report, and
- k) Open Age Invoice Analysis.
- 5.6.8. The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and accessible only by DIRCO officials.

#### 5.7. Account Management

- 5.7.1. An Account Management structure should be put in place to respond to the needs and requirements of DIRCO and act as a liaison for handling all matters regarding delivery of services in terms of the contract.
- 5.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of DIRCO's account.
- 5.7.3. The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.
- 5.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 5.7.5. Ensure that DIRCO's Travel Policy is enforced.
- 5.7.6. The SLA must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 5.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers as and when required.
- 5.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

#### 5.8. Value Added Services

The TMC must provide the following value-added services:

- 5.8.1. Destination information for Domestic and international destinations:
  - i. Health warnings.
  - ii. Weather forecasts.
  - iii. Places of interest.
  - iv. Visa information.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

- v. Travel alerts. (e.g. war, flight delays)
- vi. Location of hotels and restaurants.
- vii. Information including the cost of public transport.
- viii. Rules and procedures of the airports.
- ix. Business etiquette specific to the country.
- x. Airline baggage policy.
- xi. Supplier updates.
- xii. Currency applicable in foreign countries and.
- xiii. Transport options beyond public transport

  (e.g., car rental, ride-hailing apps, taxi fare guides)
- xiv. Shopping and tax refund information (e.g., duty-free allowances, VAT refund procedures)
- Time zone and business hours information(e.g., working week differences, typical business opening hours)
- 5.8.2. Electronic voucher retrieval via web and smart phones.
- 5.8.3. SMS notifications for travel confirmations.
- 5.8.4. Travel audits.
- 5.8.5. Global Travel Risk Management.
- 5.8.6. VIP services for Executives that include but is not limited to check-in support.

#### 5.9. Effective Cost Management

- 5.9.1. The National Treasury cost containment initiatives and the DIRCO's Travel Policy is establishing a basis for a cost savings culture.
- 5.9.2. It is the obligation of the TMC Consultant to always advise on the most costeffective option, and costs should be within the framework of the cost containment instruction issued.
- 5.9.3. The TMC plays a vital role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 5.9.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with DIRCO's Travel Policy to ensure that the Traveller reaches

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

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

### 5.10. Quarterly and Annual Travel Reviews

- 5.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all DIRCO travel activity in the previous three-month period. These reviews are comprehensive and presented to DIRCO as part of the performance management reviews based on the service levels.
- 5.10.2. Annual Reviews are also required to be presented to DIRCO's management as required.
- 5.10.3. These Travel Reviews will include without limitation the following information
  - i. National Treasury reporting requirements as instructed.
  - ii. Expenditure report
  - iii. After hour report
  - iv. Exception report

#### 5.11. Human Resources Requirements

- 5.11.1. The TMC to ensure high quality service to be always delivered to the DIRCO's travellers. The TMC is required to provide DIRCO with highly skilled and qualified human resources of the following roles but not limited to:
  - a. Senior Consultants
  - b. Intermediate Consultants
  - c. Junior Consultants
  - d. Travel Manager (Operational)
  - e. Finance Manager / Branch Accountant
  - f. Admin Back Office (Creditors / Debtors/Finance Processors)
  - g. Strategic Account Manager
  - h. System Administrator (General Admin)

#### 5.12. Off-Site Facilities

5.12.1. DIRCO is using an off-site TMC.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 6 NON-COMPULSORY BREIFING SESSION

A Non-compulsory briefing session will be held on MS teams on the 12/01/2026 at 10:00 and the link will be shared on e-tenders and DIRCO website, interested bidders are invited to attend.

#### 7 EVALUATION METHODOLOGY

Department of International Relations and Cooperation has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Responsive Criteria (phase 1)	Technical Evaluation Criteria (phase 2)	Price and Preference Point Evaluation (phase 3)
Bidders must submit	Bidder(s) are required to	Bidder(s) will be
all documents as	achieve a minimum of 60	evaluated out of 100
outlined in (Table 1)	points out of 100 points to	points and phase 3
below.	proceed to phase 3 (Price and	will only apply to
Only bidders that	Preferential points).	bidder(s) who have
comply with ALL these	Phase 2 consists of part one	met and exceeded the
criteria will proceed to	(Desktop Technical	threshold of 60%.
phase 2.	Evaluation) and part two	
	(Presentation and On-site	
	Reference Checks).	

#### 7.1 Phase 1: Responsive Criteria

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

Table 1: Documents that must be submitted for pre-qualification.

Document that must be submitted	Non-sub	mission may result in disqualification.
Invitation to Bid – SBD 1	YES	In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders.
Mandatory Compliance Requirement:	YES	Only proposals that include traditional and online booking tool will be considered as compliant
SBD 3.1.1 Year One (Pricing Schedule)	YES	<ul> <li>All bidders must complete, initial, and sign all the SBD 3.1.1 forms.</li> <li>By completing all SBD 3.1.1 forms bidders confirm that they have quoted as per all the above requirements.</li> <li>Failure to submit will lead to disqualification.</li> </ul>
SBD 3.1.2 Year Two (Pricing Schedule)	YES	All bidders must complete, initial, and sign all the SBD 3.1.2 forms.      By completing all SBD 3.1.2 forms bidders confirm that they have quoted as per all the above requirements.  Failure to submit will lead to disqualification.
SBD 3.1.3 Year Three (Pricing Schedule)	YES	All bidders must complete, initial, and sign all the SBD 3.1.3 forms.      By completing all SBD 3.1.3 forms bidders confirm that they have quoted as per all the above requirements.  Failure to submit will lead to disqualification.
SBD 3.1.4 (Consolidation of total cost for 3 years)		All bidders must complete, initial, and sign all the SBD 3.1.4 forms.  • By completing all SBD 3.1.4 forms bidders confirm that they have quoted as per all the above requirements.

REQUEST FOR PROPOSAL NO. <u>DIRCO.08-2025/2026</u>
Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

		F. S
		Failure to submit will lead to disqualification.
Declaration of Interest – SBD 4	YES	In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders.
		In case of Joint Venture arrangement, all parties must also submit the mandatory documents.
Preference Point Claim	NO	Completed and signed SBD 6.1
Form – SBD 6.1		In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request.
		Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting the preferential points.
Registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
	7/20	Submit proof of registration.
IATA Licence / Certificate	YES	Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy).
		Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect.
		In the event a bidder fails to submit the documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders.

NB: Any Service Provider that fails to comply with any of the above minimum requirements will be regarded as submitting a non-responsive quote.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 7.2 Phase 2: Technical Evaluation Criteria = 100 points

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

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

All service providers who scored less than 60% on Part 1 of the functionality will not be considered for a site inspection (Part 2).

Functionality	Maximum Points Achievable	Minimum Threshold
Part 1: Desktop Technical Evaluation	50	60%
Part 2: Site inspection and system demonstration	50	60%
OVERALL COMBINED POINTS	100	/

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

- Desktop Technical Evaluation Bidders will be evaluated out of fifty (50) points.
- ii. Site inspection and system demonstration Bidders will be evaluated out of fifty (50) points.
- iii. All service providers who scored less than 60% on Desktop Technical evaluation and 60% on-site inspection will not be considered for Price and Preference Points.

#	TECHNICAL EVALUATION CRITERION	WEIGHT
DES	KTOP TECHNICAL EVALUATION	50
1	GENERAL	
1.1	Provide the reference/testimonial letters from a contactable existing/recent client (within past 3 years) which are of a similar size or nature whom DIRCO may contact for additional information.  Proof to be submitted in a form of contactable reference/testimonial	20

REQUEST FOR PROPOSAL NO. <u>DIRCO.08-2025/2026</u>

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#	TECHNICAL EVALUATION CRITERION	WEIGHT
	letters.	
	The letter must include the following to be deemed valid.	
	<ul> <li>company letterhead</li> <li>A brief description of the services that you provided.</li> <li>contact name</li> <li>address</li> <li>Contact number</li> <li>duration of contract</li> <li>the reference/testimonial letter must be signed.</li> </ul>	
	Matrix: No testimonial = 0 points 1 testimonials = 1 point 2 testimonials = 2 points 3 testimonials = 3 points 4 testimonials = 4 points 5 or more testimonials = 5 points	
1.2	ASATA (Association of South African Travel Agents) Membership.	10
	Proof to be submitted in a form of a copy of such membership.	
	Matrix: not attached = 0 points attached = 5 points	
1.3	The bidder(s) are requested to provide a CV of <b>key account</b> manager detailing a minimum of five (5) years relevant experience.	5
	Matrix:	
	No information provided= 0 points	
	CV attached with relevant experience of 3 years= 1 point	
	CV attached with relevant experience of 4 years = 2 points	
	CV attached with relevant experience of 5 years = 3 points	
	CV attached with relevant experience of 6 years = 4 points	
	CV attached with relevant experience of 7 or more years = 5 points	

REQUEST FOR PROPOSAL NO. <u>DIRCO.08-2025/2026</u>
Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#	TECHNICAL EVALUATION CRITERION	WEIGHT
1.4	The bidder(s) are requested to provide a CV of <b>travel coordinator</b> detailing five (5) years relevant experience.	5
	Matrix	
	No information provided= 0 points	
	CV attached with relevant experience of 3 years= 1 point	
	CV attached with relevant experience of 4 years = 2 points	
	CV attached with relevant experience of 5 years = 3 points	
	CV attached with relevant experience of 6 years = 4 points	
	CV attached with relevant experience of 7 or more years = 5 points	
4.5	After-hours and emergency services	10
1.5	Give detailed after hour procedure, the following factors must be covered:	
	<ul> <li>Unavailability of after-hours support and emergency services = 0 points</li> </ul>	
	Availability of after-hours support and emergency services (Written confirmation must be submitted) =5 points	
	TOTAL	50

A supplier that scores less than sixty (60 %) in respect of "Part 1: desktop evaluation criteria will be viewed as submitted a non-responsive bid and therefore disqualified.

2	PART 2 PRESENTATION/SITE VISIT	50
2.1	Presentation must not exceed 60 minutes.  The presentation must cover the following overview:	20
	<ul> <li>Demonstrate how all travel reservations/ bookings are handled.</li> <li>hotel (accommodation); car rental; flights and venue hire services.</li> </ul>	
	<ul> <li>Value added Services - Provide information on any value-added services that can be offered to DIRCO.</li> <li>Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results.</li> <li>How the TMC will assist with improving traveller experience.</li> <li>After hour services</li> <li>Matrix:</li> </ul>	

REQUEST FOR PROPOSAL NO. <u>DIRCO.08-2025/2026</u>

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

	None of the factors covered = 0 points	
	1 factor covered = 1 point	
	2 factors covered = 2 points	
	3 factors covered = 3 points	
	4 factors covered = 4 points	
	5 factors covered = 5 points	
2.2	Office set-up and demonstration of booking process	20
	<ol> <li>Premises where the bidder operates</li> <li>Offices facilities (Fax, email and contact phones)</li> <li>Demonstration of Online Booking tool</li> <li>Demonstration of traditional (manual) booking process</li> <li>Security measures to demonstrate safeguarding of clients' confidentiality.</li> </ol>	
	Matrix:	
	None of the factors covered = 0 points  1 factor covered = 1 point  2 factors covered = 2 points  3 factors covered = 3 points  4 factors covered = 4 points  5 factors covered = 5 points	
2.3	<ul> <li>Key Account Manager</li> <li>Financial Manager</li> <li>Team Leader</li> <li>Account Consultants</li> <li>Minimum of 3 dedicated consultants for VIP Matrix:</li> <li>None of the factors covered = 0 points</li> <li>1 factor covered = 1 point</li> <li>2 factors covered = 2 points</li> <li>3 factors covered = 3 points</li> <li>4 factors covered = 4 points</li> <li>5 factors covered = 5 points</li> </ul>	10
	Total	50
	A supplier that scores less than sixty (60 %) in respect of "Part 2: Presentation/Site visit criteria will be viewed as submitted a non-responsive bid and therefore will not be considered for phase 3: price and preference criteria.	

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### PHASE 3: PRICE AND PREFERENCE CRITERIA

Only proposals that include traditional and online booking tool will be considered as compliant

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

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)		
Percentage (%) Ownership by HDIs	Points (5)			
81-100	5			
61-80	4			
41-60	3			
21-40	2			
1-20	1	- ,		
0%	0			
Percentage (%) Ownership by Women	Points (8)			
91-100	8			
81-90	7			
71-80	6			
61-70	5			
51-60	4			
41-50	3			
21-40	2			
1-20	1			
0	0			

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	
Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

#### 8 Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their preferential status level as a legal entity, provided that the entity submits their preferential points claim form.

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of International Relations and Cooperation** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

#### 9 GENERAL CONDITIONS OF CONTRACT

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

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 10 SERVICE LEVEL AGREEMENT

- 10.1 Upon award prior to the rendering of services the Department of International Relations and Cooperation and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DIRCO, in line with the conditions outlined in the bid.
- 10.2 Bidder(s) are requested to:
  - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
  - b. Explain each comment and/or amendment; and
  - c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 10.3 DIRCO reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable or pose a risk to DIRCO.

#### 11 SPECIAL CONDITIONS OF THIS BID

Department of International Relations and Cooperation reserves the right:

- 11.1 To award this tender to a Service Provider that did not score the highest total number of points, in accordance with section 2(1)(f) of the PPPFA
- 11.2 To negotiate with one or more preferred Service Providers identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Service Provider who has not been awarded the status of the preferred Service Provider.
- 11.3 To accept part of a tender rather than the whole tender.
- 11.4 To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Service Provider, whether before or after adjudication of the quotation.
- 11.5 To correct any mistakes at any stage of the tender that may have been in the Quotation documents or occurred at any stage of the tender process.
- 11.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred Service Provider(s) have been notified of their status as such.
- 11.7 Award to multiple Service Providers based either on operational needs or risk assessment.
- 11.8 As part of due diligence, DIRCO may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Department of International Relations and Cooperation's sole discretion.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

# 12 DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION REQUIRES BIDDER(S) TO DECLARE

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

- 12.1 Confirm that the bidder(s) is to:
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of International Relations and Cooperation
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services.
  - c. Act with circumspection and treat the Department of International Relations and Cooperation fairly in a situation of conflicting interests.
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of International Relations and Cooperation.
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing.
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of International Relations and Cooperation as a client before any other consideration; and
  - h. To ensure that any information acquired by the bidder(s) from Department of International Relations and Cooperation will not be used or disclosed unless the written consent of the client has been obtained to do so.

#### 13 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 13.1 Department of International Relations and Cooperation reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of International Relations and Cooperation or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
  - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

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

### 14 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

#### 15 PREPARATION COSTS

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

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 16 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of International Relations and Cooperation incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of International Relations and Cooperation may and all such costs which Department of International Relations and Cooperation may incur and for any damages or losses Department of International Relations and Cooperation may suffer.

#### 17 PRECEDENCE

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

#### 18 LIMITATION OF LIABILITY

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

#### 19 TAX COMPLIANCE

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

### 20 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

#### 21 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### 22 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

#### 23 CONFIDENTIALITY

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

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

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

# 24 Department of International Relations and Cooperation PROPRIETARY INFORMATION

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

#### 25 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid the Department of International Relations and Cooperation may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Appointment of Travel Management Company/s to provide Travel Management Services (TMS) to the Department of International Relations and Cooperation for the period of Thirty-Six (36) months tender number DIRCO.08-2025/2026

#### 26 CONTACT PERSONS AND SUBMISSIONS OF BIDS

- a. All enquiries can be directed at Supply Chain Management:
- b. After completing the pricing schedules electronically, the electronic version of the pricing schedule must be printed, signed and submitted together with the remaining bid documents which will serve as the hard copy of the bid. Bidders must further initial each page of the bid document on the top right-hand corner.
- c. The Service Provider will be expected to also submit the pricing schedules on a Flash Drive.
- d. Each bid must be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder(s), the bid number and the closing date must be clearly endorsed.
- e. Prospective Service Providers should submit their bonded proposals in a sealed envelope with the details of the specific quotation on the outside of the envelope to:

#### Per hand

Tender Box OR Tambo Building
The Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
Rietondale
Pretoria
0084

## Closing date 30 January 2026 @ 11:00

E-Mailed or faxed submissions shall not be accepted.

- f. Bids received after the closing date and time, at the address in the bid's documents, will not be accepted for consideration and where practical, be returned unopened to the bidder.
- g. For further technical assistance bidders can direct their inquiries to Supply Chain Management via email following officials:

Rakhoale HM

Tel: 012 351 0077

Email: rakhoaleh@dirco.gov.za

Ms Mphahlele MB TEL: 012 351 0225

Email: mphahlelemb@dirco.gov.za

Mazibuko Emily Tel: 012 351 1395

Email: mazibukoe@dirco.gov.za

SBD 3.1.1

# PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidde	er				Bid number:	DIRCO 08-2025/2026
Closing date 30/	/01/2026 Time 11h00 A	M				
OFFER TO BE V	'ALID FOR 120 DAYS F	ROM THE CLOSING	G DATE OF BID.			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
Required by: Th	e Department of Inter	national Relations a	and Cooperation (DIRCO)			
YEAR 1						

TEMPLATE 1: TRANSACTION FEE MODEL
OFF-SITE SERVICES
DIRCO 08-2025/2026
THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
0

Name of bidder Bid number: DIRCO 08-2025/2026

		1.1 TRAN	ISACTION FEE	S(A) - YEAR	1		
				TRADITIONA	AL BOOKINGS (A)	ONLINE	BOOKING(B)
			A	В	С	D	E
ITEM	Transaction Type	Unit	Estimated Number Of Transactions Per Annum	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x B = C)	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x D = E)
1	AIR TRAVEL			R0,00	R0,00	R0,00	R0,00
1.1	Air Travel – International	Per Ticket per order	1117		R0,00		R0,00
1.2	Air Travel - Domestic	Per Ticket per order	1214		R0,00		R0,00
1.3	Air Travel – International (Re-issue)	Per Ticket per order	979		R0,00		R0,00
1.4	Air Travel – Domestic (Re-issue)	Per Ticket per order	425		R0,00		R0,00
1.5	Refunds – Air Domestic	Per Ticket per order	243		R0,00		R0,00
1.6	Refunds – Air International	Per Ticket per order	559		R0,00		R0,00
1.7	Excess Luggage - Domestic	Per Ticket per order	2	N TO	R0,00		R0,00
1.8	Excess Luggage - International	Per Ticket per order	102		R0,00		R0,00
1.9	Charter Flights	Per Order	1		R0,00		R0,00
2.	CAR RENTAL[1]			R0,00	R0,00	R0,00	R0,00
	Reservations [2] - Domestic	Per reservation per order	457		R0,00		R0,00
3.	SHUTTLE SERVICES [3]			R0,00	R0,00	R0,00	R0,00
3.1	Chauffer drive/Shuttle Service [4] reservation - Domestic	Per reservation per order	1307		R0,00		R0,00
3.2	Bus/Coach Bookings	Per reservation per order	5		R0,00		R0,00
4	ACCOMMODATION			R0,00	R0,00	R0,00	R0,00
4.1	Reservations [7] – Domestic	Per reservation per order	1434		R0,00		R0,00
4.2	Reservations (transit) - International	Per reservation per order	6		R0,00		R0,00
5	AIRPORT PARKING			R0,00	R0,00	R0,00	R0,00
	Airport Parking Reservations	Per reservation per order	8		R0,00		R0,00
6	OTHER SERVICES			R0,00	R0,00	R0,00	R0,00
6.1	Cancellations	Per order	518		R0,00	ar ja d	R0,00
6.2	Changes to bookings	Per order	109		R0,00		R0,00
6.3	After Hours Reservations/ Amendments	Per order	292		R0,00		R0,00
6.4	Travel Insurance	Per Person	1		R0,00		R0,00
6.5	Additional Ad-hoc Reports (per report)		4		R0,00		R0,00
6.6	Customised Reports (per report)		4		R0,00		R0,00
6.7	Travel Lodge card Reconciliation		12		R0,00		R0,00
6.8	Debtors Account Reconciliation		12		R0,00	1100	R0,00
	Subtotal			A=	R0,00	B=	R0,00

Name of bidder Bid number: DIRCO 08-2025/2026

#### 1.2 CONFERENCE TRANSACTION FEE (C) - YEAR 1

Item	Description	% Fee	R= % x R5M
1	Conference Transaction Fee (as a % of the Total turnover of the event) inclusive: Conference venue, support facilities; ICT equipment, catering, laundry, parking,accommodation and transport[8].		R0,00
	Estimated figure:		
	R5 000 000,00		

1.3	TOTAL	RAND
А	TRADITIONAL BOOKING	R0,00
В	TOTAL ONLINE BOOKING	R0,00
С	TOTAL CONFERENCE FEE	R0,00
	Grand TOTAL (A+B+C)	R0,00

- [1] Car rental costs incurred on behalf of an employee required to travel to various locations within South Africa in performing his official duties. (Self Drive)
- [2] Reservation = per vehicle
- [3] Transport expenditure with an operator for local trips within the borders of South Africa. This category includes chauffer and shuttle services and taxi transport.
- [4] A motor vehicle is reserved from a private rental firm together with a driver
- [5] Scheduled passenger services, within the South African Boundaries (Road Transport)
- [6] Scheduled passenger services, outside the South African Boundaries (Road Transport)
- [7] Accommodation reservation reserving room(s). Order issued per Official/Family travelling
- [8] DIRCO reserves the right to decide the transaction type for determination of service fee.

SBD 3.1.2

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	0				Bid number:	DIRCO 08-2025/2026
Closing date 30/01	/2026 Time 11h00 AM					
OFFER TO BE VAL	ID FOR 120 DAYS FROM	M THE CLOSING DATE	OF BID.			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
Required by: The D	epartment of Internation	nal Relations and Coo	peration (DIRCC	<b>)</b>		
YEAR 2						
		TEMPLATE 2: TRANS	ACTION FEE MO	DDEL		
	OFF-SITE SERVICES					
RFP NO:	RFP NO: DIRCO 08-2025/2026					
RFP NAME:	FP NAME: THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS					нѕ

BIDDER NAME

0

Name of bidder 0 Bid number: DIRCO 08-2025/2026

				TRADITIONAL BOOKINGS (A) ONLINE BOOKING			
			T A	В	С	D	E
ITEM	Transaction Type	Unit	Estimated Number Of Transactions Per Annum	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x B = C)	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x D = E)
1	AIR TRAVEL			R0,00	R0,00	R0,00	R0,00
1.1	Air Travel – International	Per Ticket per order	1117		R0,00		R0,00
1.2	Air Travel – Domestic	Per Ticket per order	1214	100	R0,00		R0,00
1.3	Air Travel International (Re-issue)	Per Ticket per order	979	Taras.	R0,00		R0,00
1.4	Air Travel – Domestic (Re-issue)	Per Ticket per order	425		R0,00		R0,00
1.5	Refunds – Air Domestic	Per Ticket per order	243		R0,00		R0,00
1.6	Refunds Air International	Per Ticket per order	559		R0,00		R0,00
1.7	Excess Luggage - Domestic	Per Ticket per order	2	1 10 15	R0,00		R0,00
1.8	Excess Luggage - International	Per Ticket per order	102		R0,00		R0,00
1.9	Charter Flights	Per Order	1		R0,00		R0,00
2.	CAR RENTAL[1]			R0,00	R0,00	R0,00	R0,00
	Reservations [2] - Domestic	Per reservation per order	457		R0,00		R0,00
3.	SHUTTLE SERVICES [3]			R0,00	R0,00	R0,00	R0,00
3.1	Chauffer drive/Shuttle Service [4] reservation - Domestic	Per reservation per order	1307		R0,00		R0,00
3.2	Bus/Coach Bookings	Per reservation per order	5		R0,00		R0,00
4	ACCOMMODATION			R0,00	R0,00	R0,00	R0,00
4.1	Reservations [7] – Domestic	Per reservation per order	1434		R0,00		R0,00
4.2	Reservations (transit) - International	Per reservation per order	6		R0,00		R0,00
5	AIRPORT PARKING			R0,00	R0,00	R0,00	R0,00
	Airport Parking Reservations	Per reservation per order	8		R0,00		R0,00
6	OTHER SERVICES			R0,00	R0,00	R0,00	R0,00
6.1	Cancellations	Per order	518		R0,00		R0,00
6.2	Changes to bookings	Per order	109		R0,00		R0,00
6.3	After Hours Reservations/ Amendments	Per order	292		R0,00		R0,00
6.4	Travel Insurance	Per Person	1		R0,00		R0,00
6.5	Additional Ad-hoc Reports (per report)		4		R0,00		R0,00
6.6	Customised Reports (per report)		4	1	R0,00		R0,00
6.7	Travel Lodge card Reconciliation		12		R0,00		R0,00
6.8	Debtors Account Reconciliation		12		R0,00		R0,00
	SubTotal			A=	R0,00	B=	R0,00

Name of bidder 0 Bid number: DIRCO 08-2025/2026

#### 1.2 CONFERENCE TRANSACTION FEE (C) - YEAR 2

Item	Description	% Fee	R= % x R5M
1	Conference Transaction Fee (as a % of the Total turnover of the event) inclusive: Conference venue, support facilities; ICT equipment, catering, laundry, parking,accommodation and transport[8].		R0,00
	Estimated figure:		
	R5 000 000,00		

1.3	TOTAL	RAND
А	TRADITIONAL BOOKING	R0,00
В	TOTAL ONLINE BOOKING	R0,00
С	TOTAL CONFERENCE FEE	R0,00
	Grand TOTAL (A+B+C)	R0,00

- [1] Car rental costs incurred on behalf of an employee required to travel to various locations within South Africa in performing his official duties. (Self Drive)
- [2] Reservation = per vehicle
- [3] Transport expenditure with an operator for local trips within the borders of South Africa. This category includes chauffer and shuttle services and taxi transport.
- [4] A motor vehicle is reserved from a private rental firm together with a driver
- [5] Scheduled passenger services, within the South African Boundaries (Road Transport)
- [6] Scheduled passenger services, outside the South African Boundaries (Road Transport)
- [7] Accommodation reservation reserving room(s). Order issued per Official/Family travelling
- [8] DIRCO reserves the right to decide the transaction type for determination of service fee.

SBD 3.1.3

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	0				Bid number:	DIRCO 08-2025/2026	
Closing date 30/01/2	Closing date 30/01/2026 Time 11h00 AM						
OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.							
ITEM NO. DESCRIPTION UNIT QUANTITY BID PRICE IN RSA CURRENCY (INCLUDING VAT)							
Required by: The Department of International Relations and Cooperation (DIRCO)							

#### YEAR 3

	TEMPLATE 3: TRANSACTION FEE MODEL
	OFF-SITE SERVICES
RFP NO:	DIRCO 08-2025/2026
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	0

Name of bidder 0 Bid number: DIRCO 08-2025/2026

				TRADITION	AL BOOKINGS (A)	ONLINE	BOOKING(B)
			T A	ВТ	С	D	E
ITEM	Transaction Type	Unit	Estimated Number Of Transactions Per Annum	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x B = C)	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x D = E)
1	AIR TRAVEL			R0,00	R0,00	R0,00	R0,00
1.1	Air Travel – International	Per Ticket per order	1117	2002	R0,00		R0,00
1.2	Air Travel – Domestic	Per Ticket per order	1214		R0,00		R0,00
1.3	Air Travel International (Re-issue)	Per Ticket per order	979		R0,00		R0,00
1.4	Air Travel – Domestic (Re-issue)	Per Ticket per order	425		R0,00		R0,00
1.5	Refunds – Air Domestic	Per Ticket per order	243	G= 748	R0,00		R0,00
1.6	Refunds – Air International	Per Ticket per order	559		R0,00	FLOSIE	R0,00
1.7	Excess Luggage - Domestic	Per Ticket per order	2		R0,00	3 3	R0,00
1.8	Excess Luggage - International	Per Ticket per order	102		R0,00	The second	R0,00
1.9	Charter Flights	Per Order	1		R0,00	100	R0,00
2.	CAR RENTAL[1]			R0,00	R0,00	R0,00	R0,00
	Reservations [2] - Domestic	Per reservation per order	457		R0,00		R0,00
3.	SHUTTLE SERVICES [3]			R0,00	R0,00	R0,00	R0,00
3.1	Chauffer drive/Shuttle Service [4] reservation - Domestic	Per reservation per order	1307		R0,00		R0,00
3.2	Bus/Coach Bookings	Per reservation per order	5		R0,00		R0,00
4	ACCOMMODATION			R0,00	R0,00	R0,00	R0,00
4.1	Reservations [7] – Domestic	Per reservation per order	1434	i Neur	R0,00	7777	R0,00
4.2	Reservations (transit) - International	Per reservation per order	6		R0,00		R0,00
5	AIRPORT PARKING			R0,00	R0,00	R0,00	R0,00
	Airport Parking Reservations	Per reservation per order	8		R0,00		R0,00
6	OTHER SERVICES			R0,00	R0,00	R0,00	R0,00
6.1	Cancellations	Per order	518		R0,00		R0,00
6.2	Changes to bookings	Per order	109	1941184	R0,00	TE POST	R0,00
6.3	After Hours Reservations/ Amendments	Per order	292		R0,00		R0,00
6.4	Travel Insurance	Per Person	1		R0,00		R0,00
6.5	Additional Ad-hoc Reports (per report)		4		R0,00		R0,00
6.6	Customised Reports (per report)		4		R0,00		R0,00
6.7	Travel Lodge card Reconciliation		12		R0,00		R0,00
6.8	Debtors Account Reconciliation		12		R0,00		R0,00
	SubTotal			A=	R0,00	B=	R0,00

Name of bidder 0 Bid number: DIRCO 08-2025/2026

#### 1.2 CONFERENCE TRANSACTION FEE (C) - YEAR 3

Item	Description	% Fee	R= % x R5M
1	Conference Transaction Fee (as a % of the Total turnover of the event) inclusive: Conference venue, support facilities; ICT equipment, catering, laundry, parking,accommodation and transport[8].		R0,00
	Estimated figure:		
	R5 000 000,00		

1.3	TOTAL	RAND
А	TRADITIONAL BOOKING	R0,00
В	TOTAL ONLINE BOOKING	R0,00
С	TOTAL CONFERENCE FEE	R0,00
	Grand TOTAL (A+B+C)	R0,00

- [1] Car rental costs incurred on behalf of an employee required to travel to various locations within South Africa in performing his official duties. (Self Drive)
- [2] Reservation = per vehicle
- [3] Transport expenditure with an operator for local trips within the borders of South Africa. This category includes chauffer and shuttle services and taxi transport.
- [4] A motor vehicle is reserved from a private rental firm together with a driver
- [5] Scheduled passenger services, within the South African Boundaries (Road Transport)
- [6] Scheduled passenger services, outside the South African Boundaries (Road Transport)
- $\cite{Tolder} Accommodation\ reservation-reserving\ room(s).\ Order\ is sued\ per\ Official/Family\ travelling$
- [8] DIRCO reserves the right to decide the transaction type for determination of service fee.

#### SBD 3.1.4

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

amounts (including VAT)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	0	Bid number:	DIRCO 08-2025/2026
Closing date 30/01/2	026 Time 11h00 AM		

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

Required by: The Department of International Relations and Cooperation (DIRCO)

#### 1. MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS

RFP NO:	DIRCO 08-2025/2026
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	0

# Price Declaration Dear Sir/Madam, Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide OFF-SITE travel management service to the DIRCO at the following total

	Template 1 - 3: Transaction Fee (Off-Site)				
		TRADITIONAL BOOKINGS (A)	ONLINE BOOKING(B)	CONFERENCE FEE (C)	GRAND TOTAL (A+B+C)
Period (Years)	SBD	Grand Total (incl. VAT)	Grand Total (incl. VAT)	Grand Total (incl. VAT)	Grand Total (incl. VAT)
Year 1	SBD 3.1.1	R0,00	R0,00	R0,00	R0,00
Year 2	SBD 3.1.2	R0,00	R0,00	R0,00	R0,00
Year 3	SBD 3.1.3	R0,00	R0,00	R0,00	R0,00
Total Bid	(incl. VAT)	R0,00	R0,00	R0,00	R0,00

nitial			
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In words:

Name of bidder	0	Bid number:	DIRCO 08-2025/2026
In case the Departme	ent decide to extend the contract for a period of up to one (1)	year. The service provider	must indicate the
percentage adjustme	ent for year 4		
Percentage:			
We undertake to hol	d this offer open for acceptance for a period of 120 days from	the date of submission of	offers. We further
undertake that upon	final acceptance of our offer, we will commence with the prov	rision of service when requ	uired to do so by the
DIRCO			
	DIRCO are not bound to accept the lowest or any offer and the paring and submitting this bid.	at we must bear all costs v	which we have incurred in
persons to which the	e for the period during which this bid remains open for accept bid is submitted, any information relating to the submission submission of this bid.		
	are projections based on the current trends and they may cha tion purposes to assist the Bidder(s) to prepare their proposa		he contract. The figures
The prices will be us contract.	ed as indicative prices for purposes of comparison, the final a	award price will be based of	on the usage of the
Signature		Date (YYYY-MM-DD)	
Printe Name			
			-
Designation			
FOR AND ON BEHAL	F OF: COMPANY NAME		
Land line number			
Fax number			
Mobile number			
Email			

#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Identity Number	Name of State institution
	Identity Number

2.2 Do you, or any person connected with the bidder, have a relationship

<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.

with any person who is employed by the procuring institution? YES/NO

2.2.1	If so, furnish particulars:			
2.3	members / parti enterprise have	er or any of its directors / ners or any person having a any interest in any other re ding for this contract?	a controlling interest in the	
2.3.1		ticulars:		
3	DECLARATION	I		
	I, (name)submitting the statements that	the accompanying bid, do he I certify to be true and comp	undersigned, in ereby make the following plete in every respect:	
3.1 3.2 3.3	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 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			
3.4	In addition, the agreements or a quantity, specificused to calculat submit or not to	ns or delivery particulars of	ultations, communications, petitor regarding the quality, ethods, factors or formulas	
3.4	The terms of the disclosed by the	e accompanying bid have bidder, directly or indirectly	not been, and will not be, v, to any competitor, prior to g or of the awarding of the	
3.5	There have bee	en no consultations, comm	nunications, agreements or ny official of the procuring	

<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.

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

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

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

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

Signature	Date
Position	Name of bidder

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. **DEFINITIONS**

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20$$
 or  $90/10$   $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$  or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

#### Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	

Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	
Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm
4.4.	Company registration number:

#### 4.5. TYPE OF COMPANY/ FIRM

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
    - (a) disqualify the person from the tendering process;
    - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation:
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

### THE NATIONAL TREASURY

## **Republic of South Africa**



# 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.

## TABLE OF CLAUSES

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

#### **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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

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

#### may be due to him

## 25. Force Majeure

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

## 26. Termination for insolvency

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

## 27. Settlement of Disputes

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

## 28. Limitation of liability

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

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

## 29. Governing language

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

## 30. Applicable law

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

#### 31. Notices

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

## 32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the 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.

#### 33. National 33.1 Industrial Participation (NIP) Programme

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

## 34 Prohibition of Restrictive practices

- 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).
- 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.

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)