



**forestry, fisheries
& the environment**

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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF216/26

THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE BRANCH: FISHERIES MANAGEMENT / MARINE LIVING RESOURCES FUND (MLRF) OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF FIVE (05) YEARS.

Contact person:

Name: Ms. Ncumisa Matiwane & Ms Pamela Mtintelwa

Office Telephone No: 066 471 1471 / 073 164 6415

E-Mail: MLRFTENDERS@DFFE.GOV.ZA

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 8th OF APRIL 2026 AT 11H00

Compulsory Briefing session:

Compulsory briefing session will be held on the 24th of March 2026 Tuesday) at 10h00. Link can be requested from MLRFTENDERS@DFFE.GOV.ZA

Or

Tenant key: 94863853@t.plcm.vc

Video ID: 127 746 719 1

Drop off Address:

The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MLRF216/26	CLOSING DATE:	8 APRIL 2026	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE BRANCH: FISHERIES MANAGEMENT / MARINE LIVING RESOURCES FUND (MLRF) OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF FIVE (05) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, FORETRUST BUILDING					
MARTIN HAMMERSCHLAG WAY					
FORESHORE, CAPE TOWN, 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Pamela Mtintelwa		CONTACT PERSON	Ms. Ncumisa Matiwane	
TELEPHONE NUMBER	066 471 1471		TELEPHONE NUMBER	073 164 6415	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MLRFtenders@dffe.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: MLRF216/26
CLOSING TIME 11:00	CLOSING DATE: 8 APRIL 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE BRANCH: FISHERIES MANAGEMENT / MARINE LIVING RESOURCES FUND (MLRF) OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF FIVE (05) YEARS.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

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

.....	R..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

Name of Bidder:

TOTAL: R.....

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT – THE MARINE LIVING RESOURCE FUND

Contact person: Ms. Ncumisa Matiwane & Ms. Pamela Mtintelwa
Contact Number: 066 471 1471 / 073 164 6415
E-mail: MLRFTENDERS@DFFE.GOV.ZA

(NOTE: Please circle or tick your answer)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD4

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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:

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% black ownership	N/A	8	N/A	
50% women ownership	N/A	4	N/A	
Youth ownership	N/A	4	N/A	
Disability	N/A	4	N/A	
Non-compliant contributor	N/A	0	N/A	

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;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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 www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) 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 Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 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.



forestry, fisheries & the environment

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

THE MARINE LIVING RESOURCES FUND A SCHEDULE 3A PUBLIC ENTITY ESTABLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT NO 1 of 1999) AND THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT, ("DFFE") (IN ITS COMMITMENT TO THE PRINCIPLES ENSHRINED IN THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996) ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

MLRF216/26: TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE BRANCH: FISHERIES MANAGEMENT / MARINE LIVING RESOURCES FUND (MLRF) OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF FIVE (05) YEARS.

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1. BACKGROUND:

The Marine Living Resources Fund, a Schedule 3A Public Entity Established in terms of the Public Finance Management Act, 1999 (Act No 1 of 1999) (hereafter referred to as the MLRF) under the auspices of the Department of Forestry, Fisheries and the Environment (hereafter referred to as the Department / DFFE) requires the services of a Travel Management Company (TMC) to provide a comprehensive travel management and logistic service as and when required by the Marine Living Resources Fund (MLRF) / Department of Forestry, Fisheries and the Environment (DFFE) for a period of five (05) years.

2. PURPOSE:

Purpose of these terms of reference is for the appointment of a Travel Management Company (TMC) / service provider to provide a comprehensive travel management and logistic service for a period of five(05) years. As required by the Marine Living Resources Fund (MLRF)/Department of Forestry, Fisheries and the Environment (DFFE).

This request for proposals details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the MLRF for the provision of travel management and logistic services.

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

3. DEFINITIONS:

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 16h30 to 8h00, Mondays to Fridays and twenty-four (24) hours on weekends and public holidays. A designated after-hour official will be appointed to approve such requests.

Air travel means travel by airline on authorised official business.

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

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

Conferencing and meeting logistics means requests received from the MLRF for such services.

Department means the Department of Forestry, Fisheries and the Environment (DFFE)

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

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

gCommerce refers to the Government's buy-site for transversal contracts.

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

All expenditure must be borne by the TMC and claimed back (Bill-back - refers to where the TMC will submit a claim to the MLRF detailing each expenditure type and cost centre allocation with supporting documents for services rendered on behalf of the MLRF).

Merchant Fees are fees charged by the company at the point of sale for bill back charges to the MLRF for all travel arrangements.

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

Regional travel means travel across the border of South Africa to any of the SADC Countries excluding international destinations.

Service Level Agreement (SLA) is a contract between the service provider and Department that defines the level of service expected from the service provider. SCM to confirm.

MOA (Memorandum of Agreement): Defines the "what" of a relationship—the general, agreed-upon cooperative project, roles, and responsibilities.

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

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

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

Traveller refers to an official of DFFE and external stakeholders where the MLRF is responsible for the travel arrangements.

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

Travel Booker is the person coordinating travel reservations with the service provider's consultant on behalf of the Traveller, e.g. the personal assistant of the traveller or designated staff from Facilities Management.

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

Travel management services means the services presented on the pricing schedule including amongst other flights, car rental, hotel accommodation etc.

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to the MLRF and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.4. Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD.
- 4.1.5. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

4.2. Procurement Legislation

- 4.1.1 *MLRF / DFFE* is required to comply with the following Supply Chain Management legislation which includes Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).
- 4.1.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
- 4.1.3 If the application is made by a Joint Venture or Partnership, the B-BBEE accreditation credentials in the name of the joined entities must be submitted. The Joint Venture or Partnership must meet the requirements of the Terms of Reference.

4.3. Privacy & Protection of Personal Information Act 4 of 2013

- 4.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 4.3.2 DFFE's role as the responsible party is, amongst others, to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective service providers and third parties.
- 4.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 4.3.3 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid, and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 4.3.4 In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

5. SPECIAL CONDITIONS OF THE CONTRACT

- 5.1 On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE
- 5.2 The service provider must be able to complete the bid as per the agreement.
- 5.3 The service provider must communicate at all times if facing any challenges with the employees
- 5.4 The service provider must be in contact with the DFFE representatives if there are any issues with the employees.

- 5.5 The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 5.6 Appointed service provider/s may be subjected to security vetting and screening.
- 5.7 The service provider/s must guarantee the presence of the senior in charge throughout the contract.
- 5.8 Before the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least one (1) month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed, able to transfer skills and knowledge.
- 5.9 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 5.10 The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 5.11 The service provider will submit monthly progress reports as per the agreed work plan to the Programme Manager within 4 days after the set date.
- 5.12 The proposals should be submitted with all required information containing technical information.
- 5.13 DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.
- 5.14 For bidders to claim preference points, the following must be adhered to:
- 5.14.1. Submit a complete and signed SBD 6.1.
- 5.14.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
- 5.14.3. Submit CSD report. NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.
- 5.15. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why:
- 5.15.1. The Tender may not be disqualified, or,
- 5.15.2. If the Tender has already been awarded to the Bidder, the contract or order should not be terminated.

5.15.3 After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract, and if applicable, claim damages from the Bidder.

5.15.4 Poor or non-performance by the bidder will result in the cancellation of contracts/orders.

5.15.5. Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

5.15.6. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

5.16 .Any time or date in this bid is subject to change at *MLRF*'s discretion. The establishment of a time or date in this bid does not create an obligation on the part of *MLRF* to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if *MLRF* extends the timeline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended timeline.

6. INFORMATION / BRIEFING SESSION

6.1 Compulsory briefing session

6.1.1 The briefing session will be held as follows:

6.1.2 Date: 24 March 2026

6.1.3 Time: 10:00am-12:00pm

6.1.4 Venue: Microsoft Teams

7. ENQUIRIES

7.2 Should you require any further information regarding this bid document please do not hesitate to email:

Name	Email address
Ms Ncumisa Matiwane	MLRFtenders@dffe.gov.za
Ms Pamela Mtintelwa	

**Bidders should use "MLRF216/26: Enquiries" as the subject of the email for all enquiries.*

8. COUNTER CONDITIONS

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

9. SUPPLIER DUE DILIGENCE

MLRF reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

10. BID SUBMISSION REQUIREMENTS

10.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes, are included in their bid proposal and are as follows:

10.1.1. The service provider must draft a table of contents that will indicate where each document is in the proposal.

10.1.2. The proposal shall consist of one (01) master original document. **one (1) original bid document**, three **(3) identical copies and a USB** of the original bid document. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file must be labelled and submitted in the following format:

10.1.3. Standard bidding documents (SBD1, 4, and 6.1).

10.1.4. Medical Health Practitioner's Certificate confirming the disability (If applicable).

10.1.5. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

10.1.6. Letter of Authority to sign documents on behalf of the company.

10.1.7. Information reflected in all Annexures (A, B, C) is required for evaluation purposes to avoid mis-scoring or disqualification

10.2 Bid documents must be placed in the bid box of the aforesaid address on or before the closing date and time. No late bids will be accepted. Closing Date: 8 April 2026 Time : 11h00

10.3 Bid documents will only be considered if received by *MLRF* before the closing date and time, regardless of the method used to send or deliver such documents to *MLRF*. Bidders must submit a table of content, which indicate where each document is in their proposal.

10.4 Bidders are requested to initial each page of their bid document on the top right-hand corner and number it before any copies are made.

11. PRESENTATIONS / DEMONSTRATIONS

MLRF reserves the right to request presentations / demonstrations from the short-listed Bidders as part of the bid evaluation process. Costs associated to these presentations will be for the account of the bidder. All presentations will be recorded.

12. DURATION OF THE CONTRACT

The successful bidder/s will be appointed for a period of five (05) years.

13. EXPECTED DELIVERABLES / OUTCOMES (Read in conjunction with section 14 below)

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

NO.	DESCRIPTION
a.	Provide a user-friendly online travel booking tool , automated payment, monitoring and reporting system.
b.	Provide a comprehensive 24-hour travel management service that is consistent and reliable.
c.	Provide events, conferencing and logistics services when required
d.	Maintain a high level of traveller satisfaction in line with the service levels
e.	Achieve significant cost savings for the <i>MLRF</i> without any degradation in the services
f.	Appropriately contain <i>MLRF</i> 's risk and traveller risk
g.	Travel management system that interface with Oracle EBS system
h.	The service provider should easily plug-into any alternative online travel tool that the <i>MLRF</i> may require or introduce soon.
i.	Provide a plan to promote the <i>SMMEs</i>
j.	Resolve disputes within 3 working days and provide a formal response in this regard.
k.	The online travel management system must provide the updated information for monthly and quarterly reporting

14. SCOPE AND EXTENT OF WORK

***MLRF*'s primary objective in issuing this bid is to enter into an agreement with a successful bidder who will achieve the following:**

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

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	The travel services will be provided to all Travellers travelling on behalf of <i>MLRF</i> , locally and internationally. This will include employees and external stakeholders where the agreement is that <i>MLRF</i> is responsible for their travel arrangements.		

b.	Provide 24/7 online travel management services, event, conferencing and VIP services when required		
c.	Familiarisation with current <i>MLRF</i> travel business processes		
d.	Familiarisation and assist with further negotiations for better rates with travel service providers.		
e.	Familiarisation with current <i>MLRF</i> Travel delegations (including National Treasury Travel Policy Framework, National Treasury Negotiated Rates and Cost Containment measures, circulars issued from time to time) and implementation of controls to ensure compliance.		
f.	Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.		
g.	Provide a facility on the online booking tool for <i>MLRF</i> to update their travellers' profiles.		
h.	Manage the third-party service providers by addressing service failures and complaints against these service providers. Report on such quarterly.		
i.	The service provider to provide an "Online and Mobile Travel Booking App" to approve and view travel bookings		
j.	The online system should interface payments with Oracle EBS systems, within two (02) months after award.		
k.	Consolidate all valid tax invoices (Pro-forma not required) and supporting documents from travel suppliers weekly on an Excel spreadsheet and provide these reconciliations and supporting documents to the <i>MLRF</i> on a, Wednesday only to the offices of the Department at Fore trust Building, Martin Hammerschlag Way, Foreshore. The service provider must upload all travel documents and invoices that is interfaced with Oracle and accessible to the <i>MLRF</i> officials.		
l.	The online system must be able to provide invoices for a specified period per category of expenditure. Expenditure for flights should be separate from other bill back invoices.		
m.	Include service fee transactions on land arrangement (accommodation, shuttle, train, buses, car hire and airport parking) invoices.		
n.	Provide a detailed online booking implementation plan without creating service interruptions.		
o.	The TMC must provide a dedicated representative to amongst others include navigational support on site on the online system at Foretrust Building, Foreshore, Cape Town		
p.	The service provider to provide the organogram and sufficient staff compliment to carry out this project		

q.	All amendments / changes to a booking must be updated on the online booking tool for tracking and recording purposes immediately		
r.	Provide various monthly Management Information System (MIS) reports		

14.1 Travel volumes

The estimated travel transactions provided are for the last three (3) prior years as follows:

Note: These figures are projections based on the previous trends and may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal. The service provider is required to provide a transactions fee for both online and manual bookings. Cost Contain travel expenditure significantly decreased in the current year.

Service Category	Estimated Number of Transactions per annum (FY 2023 / 2024)	Estimated Expenditure per annum (FY 2023 / 2024)	Estimated Number of Transactions per annum (FY 2024 / 2025)	Estimated Expenditure per annum (FY 2024 / 2025)	Estimated Number of Transactions per annum (FY 2025 / 2026) till January 2025	Estimated Expenditure per annum (FY 2025 / 2026) till December 2025
Air travel – Domestic	1 378	R3, 054, 824	829	R1, 701 420	526	R1 076 746
Air Travel - International	189	R914, 307	118	R898, 987	96	R570 532
Air Travel - Regional	9	R29, 889	0	0	15	R 50 607
Car Rental – Domestic	406	R2, 261, 717	307	R2, 113 671	235	R1 306 395
Car Rental - Regional & International	0	0	0	0	0	0
Shuttle Services - Domestic	971	R824, 541	526	R336, 891	367	R341 110
Accommodation – Domestic (includes international & regional)	2 414	R14, 426, 398	1863	R9, 696 185	1111	R6 870 686
Other (discount client payment)	1	-24, 530	0	0	1	R14
Conferences/Events	63	R1, 802 607	28	R503, 036	20	R4 877 148
After Hours	60	R18, 868	33	R9, 036	15	0

Service Category	Estimated Number of Transactions per annum (FY 2023 / 2024)	Estimated Expenditure per annum (FY 2023 / 2024)	Estimated Number of Transactions per annum (FY 2024 / 2025)	Estimated Expenditure per annum (FY 2024 / 2025)	Estimated Number of Transactions per annum (FY 2025 / 2026) till January 2025	Estimated Expenditure per annum (FY 2025 / 2026) till December 2025
Airport Parking	22	R15,785	6	R6,300	0	0
Insurance	45	R 21 375	37	14 469	33	R 13 050
GRAND TOTAL		R20,960 905		R16,752,625		R 13 921 884

14.2 SERVICE REQUIREMENTS

14.2.1 RESERVATIONS

The service provider will:

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	Receive travel requests from travellers and/or travel bookers and must respond with quotations (confirmations) and indication of availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately (24-hours) if bookings were received before 10h00 otherwise within 48 hours and send it to the travel booker and traveller via e-mail and SMS		
b.	The TMC is required to ensure that where service providers require payment in advance, the necessary arrangements and proof of payment must be made and provided to the service provider and the traveller.		
c.	Where possible, the TMC must make every effort to assist and support travellers in small groups to co-ordinate arrangements.		
d.	Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker in consideration with the National Treasury Guidelines on Cost Containment. The system should have a generic drop-down selection. E.g. 1. Distance of accommodation closer to meeting venue. 2. Cheapest flight not in line with meeting times etc.		
e.	Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller and/or booker of alternative options that are more cost effective and more convenient where necessary.		
f.	Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.		

g.	Book the negotiated discounted fares and rates where possible.		
h.	Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.		
i.	Respond timely and process all queries, requests, changes and cancellations timeously and accurately.		
j.	The online tool must be able to facilitate group bookings (e.g. for research surveys, meetings, conferences, events, etc.), however the		
k.	Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times via SMS and emails, etc).		
l.	Advise the Traveller of all visa and vaccination requirements well in advance. Visa applications will not be the responsibility of the service provider; however, the relevant information must be supplied to the		
m.	Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.		
n.	Facilitate any reservations that are not bookable on the Global Distribution System (GDS).		
o.	The online tool must be able to compare inventory from all GDS and Local Distribution System (LDS) systems e.g Bookings.com, Trivago, where to stay, Galileo, Amadeus etc.. Preference should be given to South African Tourism Council accredited accommodation where applicable.		
p.	Attach the three most cost-effective quotations from reputable tour operators to the booking for international travel in instances where the use of a tour operator is required. TMC's should have their third-party supplier contact details readily available to officials with all foreign traveller, that will assist with foreign language barriers.		
q.	Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly by National Treasury or by <i>MLRF</i> are non-commissionable. Where commissions are earned on <i>MLRF</i> bookings, such commissions should be returned to <i>MLRF</i> on a quarterly basis.		
r.	Ensure confidentiality in respect of all travel arrangements requested by <i>MLRF</i> .		
s.	Timeous submission of proof that services have been satisfactorily delivered listed on an excel spreadsheet submitted weekly (that include		
t.	All travel and related expenditure must be borne by the TMC and claimed back from the MLRF detailing each expenditure type and cost centre allocation which will be provided by the MLRF.		

14.2.2 AIR TRAVEL

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	The service provider must be able to book full-service carriers as well as low-cost carriers		
b.	The service provider will book the most cost-effective airfares possible for domestic travel.		
c.	For international flights, the airline which provides the most cost-effective option and practical routings, must be utilised.		
d.	The service provider should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.		
e.	The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).		
f.	Airline tickets must be delivered electronically (SMS and/or email) to the traveller(s) and travel bookers promptly after approval.		
g.	The service provider will also assist with the booking of charters for VIPs utilising the existing National Treasury transversal contract where applicable as well as the sourcing of alternative service providers for other charter requirements.		
h.	The service provider will be responsible for the tracking and management of unused e-tickets as per agreement with the <i>MLRF</i> and provide a report on refunds monthly.		
i.	The service provider must provide proof that bookings were made against the discounted rates on the published fairs where applicable in their reporting.		
j.	The service provider must ensure that travellers are always informed of any travel news regarding airlines and destinations (like baggage policies, checking in arrangements, political / unrest situations etc.)		
k.	The service provider must assist with arrangements for people with permanent disabilities (e.g. wheelchairs, visually impaired, crutches etc) on air travel, shuttle, taxi services, parking etc.		

14.2.3 ACCOMMODATION

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	The service provider will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.		
b.	The service provider will obtain at least three price quotations / comparisons from suitable accommodation establishments that		

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

14.2.4 CAR RENTAL AND SHUTTLE SERVICES

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	The service provider will book the approved category vehicle in accordance with the <i>MLRF</i> Travel delegations and taking cognisance of NT's Travel Framework and Cost Containment measure with the appointed car rental service providers from the closest rental location (airport, hotel and venue).		
b.	The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.		
c.	The service provider must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, keys, rental agreements, damages and accidents, etc.		
d.	For international travel, the service provider may offer alternative ground transportation to the Traveller that may include rail, bus and transfers.		

e.	The service provider will book transfers in line with the <i>MLRF travel delegations</i> with the appointed and/or alternative service providers. Transfers can also include bus and coach services.		
f.	The service provider should manage shuttle companies on behalf of <i>MLRF</i> and ensure compliance with minimum standards which should include occupational health and safety requirements such as insurance cover and Public Driving Permits (PDP) etc.		

14.2.5 AFTER HOURS AND EMERGENCY SERVICES

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	The service provider must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans 24/7.		
b.	A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hours or emergency assistance 24/7.		
c.	After hours services must be provided from Monday to Friday outside the official hours (16h30 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.		
d.	A call centre facility or after hours contact number must be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to. The call centre must be based in South Africa.		
e.	The service provider must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation and booking confirmations.		
f.	The service provider must provide a WhatsApp group for after-hours communications.		
g.	The necessary approval must be obtained from the dedicated representative of the MLRF.		
h.	The TMC must update after-hour approval within 24-hours of the after-hours approval.		

14.3 COMMUNICATION

NO.	DESCRIPTION	COMPLY	
		YES	NO
1.	The service provider must conduct at least four (4) Educational workshops and training sessions for the officials of <i>MLRF</i> .		
2.	The service provider must conduct at least two (2) Educational workshops for managers of <i>MLRF</i> .		
3.	All queries must be investigated, and prompt feedback be provided in accordance with the Memorandum of Agreement (MOA).		
4.	The service provider must ensure sound communication with all stakeholders. Link the business traveller, travel Booker, service provider in one smooth continuous workflow.		
5.	The service provider must communicate any new travel developments and changes affecting <i>MLRF</i> and the traveller.		
6.	The service provider must immediately inform the <i>MLRF</i> of technology errors such as no telephone or email or system being offline and immediately provide alternative options to the <i>MLRF</i> .		

14.4 FINANCIAL MANAGEMENT

NO.	DESCRIPTION	COMPLY	
		YES	NO
1.	The service provider must implement the rates negotiated by <i>MLRF</i> with travel suppliers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable		
2.	The service provider will be responsible to manage the supplier's accounts. This will include the timely receipt of invoices to be presented to <i>MLRF</i> for payment within the agreed period.		
3.	Enable savings on total annual travel expenditure and this must be reported and proof provided during quarterly reviews.		
4.	The service provider will be required to offer a 30 days' bill-back account facility to <i>MLRF</i> should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the service provider, who, in turn, invoices <i>MLRF</i> for all travel services rendered.		
5.	Where pre-payments are required for smaller Bed & Breakfast / Guest House facilities / National and Provincial Conservation Agencies / Facilities, these will be processed by the service provider. These are occasionally required at short notice and even for same day bookings.		
6.	Consolidate Travel Supplier bill-back tax invoices.		

7.	The service provider is responsible for the consolidation of tax invoices and actual supporting documentation to be provided to MLRF's Travel Division weekly. This includes attaching the approved online, trip itinerary and other supporting documentation (invoices from accommodation establishments, car rental companies and shuttle companies and vouchers) to the invoices reflected on the service provider bill-back report and listed on a reconciled excel spreadsheet to be loaded electronically on a Wednesday each week with a weekly and monthly statement.		
8.	The service provider must include service fees on land arrangement tax invoices.		
9.	The service provider must facilitate tax rebates on the international travel and reimburse the MLRF accordingly.		
10.	It is the responsibility of the service provider to resolve invoice discrepancies or disputes within (5) five working days.		
11.	Ensure Travel Supplier accounts are settled timeously.		

14.5 TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

No.	DESCRIPTION	COMPLY	
		YES	NO
1.	The service provider must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.		
2.	The implementation of an Online Booking Tool to facilitate domestic and international bookings must be in place to optimise the services and related fees.		
3.	The online booking tool must interface with Oracle to ensure a seamless payment process.		
4.	All management information and data input must be accurate and live and the TMC must provide a disaster recovery plan on Application Server failure.		
5.	The service provider will be required to provide the <i>MLRF</i> with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions Reporting Template requirements at no cost.		
6.	The service provider will ensure the reports comply with national treasury reports, the templates can be found on: http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx		
7.	The reports must be available online and be easily customised as per <i>MLRF</i> specific needs. (Reports must be available in an electronic format for example Microsoft Excel.) An Online Dashboard for No shows, late bookings etc to be available on the system with existing MLRF Executive restrictions per cost centres.		

8.	<p>Reports must be accurate and be provided as per <i>MLRF</i>'s specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).</p>		
9.	<p><i>MLRF</i> may request the service provider to provide additional management reports.</p>		
10.	<p>Memorandum of Agreement (MOA) stipulates reports must be provided on the agreed date. It will include but will not be limited to the following;</p> <p>14.5.1.1 TRAVEL</p> <ul style="list-style-type: none"> a) After hours' Report; b) Upgrade of class of travel (air, accommodation and ground transportation); c) Bookings outside Travel Policy (e.g. less than 7 days in advance, last minute) Missed savings. d) Booked Flights vs published fares e) No shows / late cancellations f) Missed flights g) Refunds <p>14.5.1.2 FINANCE</p> <ul style="list-style-type: none"> a) Reconciliation of commissions / rebates or any volume driven incentives; b) Creditor's ageing report; c) Creditor's summary payments; d) Daily tax invoices; e) Reconciled reports for Travel air travel against TMC credit / lodge card statement; f) No show report; g) Cancellation report; h) Receipt delivery report; i) Monthly Bank Settlement Plan (BSP) Report; j) Refund Log; k) Open voucher report, and l) Open Age Invoice Analysis, m) Trip itinerary (one page), n) Comprehensive trip summary report o) Wasteful Expenditure 		
11.	<p>The service provider will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.</p>		

14.6 ACCOUNT MANAGEMENT

No.	DESCRIPTION	COMPLY	
		YES	NO
1.	An Account Management structure should be put in place to respond to the needs and requirements of the MLRF and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.		
2.	The service provider must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the MLRF's account.		
3.	The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.		
4.	A complaint handling procedure must be implemented to manage and record the compliments to and complaints about the service provider and other travel service providers.		
5.	Implement complaints register and record interventions or steps taken and provide report bi-annually to the MLRF.		
6.	Ensure that the MLRF's travel delegations are enforced.		
7.	The MOA must be managed and customer satisfaction surveys conducted to measure the performance of the service provider bi-annually.		
8.	Ensure that workshops / training is provided to Travellers and / or Travel Bookers.		
9.	During reviews, comprehensive reports on the travel spend and the performance in terms of the MOA must be presented.		

14.7 VALUE ADDED SERVICES

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

No.	DESCRIPTION	COMPLY	
		YES	NO
1.	Destination information for regional and international destinations: <ul style="list-style-type: none"> i. Health warnings; ii. Weather forecasts; iii. Places of interest; iv. Visa information; v. Travel alerts (e.g. riots.) vi. Location of hotels and restaurants; vii. Information including the cost of public transport; viii. Rules and procedures of the airports; ix. Business etiquette specific to the country; x. Airline baggage policy; and xi. Supplier updates 		
2.	Electronic voucher retrieval via web and smart phones app		
3.	SMS notifications for travel confirmations;		
4.	Travel audits;		
5.	Global Travel Risk Management;		
6.	VIP services for Executives that includes but is not limited to check-in support.		

14.8 ONLINE BOOKING TOOL

A. An Online Automated Booking and Payment system that shall be able to do the following:

No.	DESCRIPTION	COMPLY	
		YES	NO
1	The system shall enable <i>MLRF</i> officials to make and manage their own travel arrangements online.		
2	The system shall be available 24/7.		
3	Managers shall be able to approve or reject travel bookings from anywhere via a secure approval system i.e. sms and e-mails.		
4	The system shall generate required reports.		
5	The system shall allow for online payments.		
6	The appointed service provider/s shall be able to deliver the fully automated online booking and payment system within two months from the date of appointment.		
7	The service provider shall reserve a provisional booking and associated costs for at least 4 hours to enable the <i>MLRF</i> approval processes.		
8	The travel booker / official shall be able to obtain quotations directly from service providers via the online system.		

9	Once approval is granted, flights are paid directly by the system and flight tickets, and land arrangements vouchers are issued immediately.		
10	Car hire, hotel accommodation, airport parking, shuttles and any other associated services are paid after receipt of the invoice.		
11	Missed savings for a particular travel request shall be flagged immediately by the system, especially when travellers have to deviate from the policy.		
12	The online system must flag missed savings based on the comparison between airlines vs airlines, Hotels vs hotels, Guest houses vs guest houses etc.		
13	Managers shall be able to identify missed savings prior to approval and may request reasons for such a particular deviation.		
14	A full audit trail of travel costs per directorate shall be obtained via the system.		
15	<i>MLRF</i> Transport and Travel Policy / Delegations shall be built into the system.		

B. FUNCTIONALITY OF THE SYSTEM

No.	DESCRIPTION	COMPLY	
		YES	NO
1	The application shall be easy and simple to use.		
2	The tool must be easily customised as and when required to meet <i>MLRF</i> 's needs.		
3	The system shall be utilised to book flights, road, rail transport and accommodation electronically.		
4	The system shall be able to book commercial buses. Size selection option for buses (60-seater, 90 seater etc) to be included.		
5	The system shall be able to manage payment for flights, road transport and accommodation.		
6	Predefined users shall be set up to book and authorise travel transactions. The system shall enforce segregation of duties.		
7	Workflow approval platform shall be set up according to the <i>MLRF</i> 's requirements.		
8	The system shall deliver travel documentation electronically to a travel booker and traveller by means of both SMS and email.		
9	A comprehensive library of reports (transactional and behavioural based – frequent tendencies of late bookings) shall be available.		
10	The system shall provide for attaching unlimited supporting documents per transaction.		
11	The system shall flag and prevent duplicate invoices and bookings.		
12	A unique trip reference number shall be provided for each transaction.		
13	The system shall be accessible from anywhere, for the traveller to view their itinerary/history.		
14	The system must allow for hierarchy approval.		

C. EXPECTED DELIVERABLES / OUTCOMES

C1. OPERATIONAL

No.	DESCRIPTION	COMPLY	
		YES	NO
1	To provide <i>MLRF</i> and its travel users with an easy to use, paperless procurement system for online travel,		
2	Request and pre-authorisation: shall allow bookers to complete travel requests, coupled with real-time quotes, in a secure environment, with authorisation that allows authorisers to approve travel in a customisable fashion, according to approved mandates / delegations,		
3	Negotiated vendor rates and National Treasury's corporate agreements shall be pre-configured and the purpose shall be to book the cheapest in-policy fare of the day.		
4	Authorisers shall be warned of out of policy bookings or any trip not booked at the lowest rate.		
5	All negotiated TMC'S codes with vendors shall be embedded into the system.		
6	Search for availability and lowest fares (air, road, rail travel and accommodation) across multiple suppliers (offering both preferred and public rates),		
7	At the time-of-flight selection, provide the travel booker / official with details of the flight fare rules e.g. cancelations, changes and minimum stay,		
8	Select the desired real-time quotes for flight, road, rail transport, accommodation, in line with policy requirements that complement the request.		
9	Offers as per the above shall be displayed on a single screen, with sortable columns and filters or arranged in price order from the cheapest to the most expensive to allow travel bookers / officials to choose the best option,		
10	Direct integration into main airlines and low-cost airlines,		
11	Direct integration into accommodation establishments or an appropriate inventory system: - Access to content (pictures and descriptions of amenities), - Pre-negotiated prices must be displayed to the user, - Real time rates must be displayed to the user,		
12	Direct integration into car hire and shuttle companies,		
13	Select trips based on availability, travel policy, times and prices;		
14	Create a temporary reservation with the supplier/s and a requisition subject to approval based on: - Travel policy compliance,		

	Declined / missed savings, based on selection made, Detailed costings against cost centres,	-		
15	Submit the request with selected quotes to the relevant manager for approval.			

C.2 APPROVAL WORKFLOW RULES TO APPROVE REQUISITIONS:

- All essential information provided to the authoriser via email and sms,
 - Approval workflows and mandates / delegations to be agreed upon and loaded into the system. Perform all travel arrangements in terms of the rules provided by *MLRF* and ensure that all bookings are only processed against travel orders as authorized by the *MLRF*,
 - All prescribed approvals as required of the system shall be received prior to the issue of any confirmation, ticket, or voucher, before departure,
 - The system shall flag immediately all late bookings (not processed seven (7) days in advance) prior to approval,
 - Approvals at quality control stage must contain all the competitive quotations for review.
 - Approval to be authorised via SMS, Email and online applications,
 - Once all approvals have been obtained, a unique order number shall be generated,
 - Electronic vouchers shall be supplied,
 - For every request approved on the system, appropriate itineraries (booking confirmation) shall be generated. Printable itineraries showing complete information on status of reservations on all carriers, road transport and accommodation shall be provided. The traveller shall be made aware of fare restrictions and pre-ticketing.
- **Pre-ticket changes**
- Ability to make multiple changes to travel requirements prior to the approval of the order.
- **Post ticketing changes**
- The service provider shall detail ticket change limitations where online post ticketing changes are made. The service provider shall provide detailed cost implications on different classes of bookings and costs for changing tickets / bookings after issue.
 - The online tool should allow changes to be made by the super users.
- **Booking cancellations**
- The system shall support online cancellations (rules for cancellations and no shows shall be communicated to the user prior to departure).
- **Electronic fulfilment**

- Air – tickets shall be issued via the system.
 - Road transport and accommodation vouchers shall be issued via the system according to the payment terms and voucher rules in line with the *MLRF* Transport and Travel policy.
 - The service provider shall manage quality control issues and disaster recovery services for all online bookings.
- **Manual fulfilment**
- All trips initiated outside of the online booking system shall be uploaded into the system within six (6) hours and a trip reference to be generated. The TMC should not see this as extra in the event that technical errors occur on the system.
 - The captured bookings shall follow the same approval and business rules workflow as online bookings.
 - Data for all bookings shall be included in the reporting tool.
- Payment and streamlining of reconciliation process: The service provider/s shall:
- Include all fees to be charged in the bid document.
 - Settle air transactions prior to ticketing via TMC credit facility and billback to the *MLRF*.
 - Ensure direct settlement to suppliers, matching of payments against card statement based on supporting documentation (receipts, invoices from vendors, etc.) and submission to the travel section, to streamline the reconciliation process.
 - The service provider shall issue the *MLRF* with tax invoices for accommodation, car rental, and/or shuttle service within 30 days of the actual service.
 - The service provider shall ensure that all the documents (establishments tax invoice with the *MLRF* authorisation) are submitted with the final tax invoice per booking
- **Reporting**
- Real-time reporting and reconciliation of travel spend shall be retrieved from the online system. The reports shall be utilised to proactively advise management and assist in the reduction of respective travel expenditure.
 - Comprehensive reports (standard and dynamic) shall be updated daily and be available on-line to managers.
 - **The following reports shall be submitted monthly to the travel section:**
 - (a) Declined / missed saving opportunities, and losses
 - (b) Traveller behaviour regarding advanced bookings and last-minute bookings,
 - (c) Payments made and outstanding monies,

- (d) Flagging of costs incurred due to cancellations,
- (e) No shows,
- (f) Late bookings and amendments.

- Service provider shall detail the online (real-time) reports that shall be provided and
- Availability of statistics for reporting.

➤ **System administration role**

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

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

- Service providers to detail e.g. Galileo, etc.

➤ **Communication**

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

➤ **Training**

The Service provider shall present an indication of the online training and including the provision of training manuals and support to be provided. Adequate training of Senior Management services officials (SMS),_ Office Administrators including Travel office staff, thereafter MS teams sessions on the use of the system as well as support shall be provided to all staff. Users shall be trained as and when required by *MLRF*.

➤ **Accommodation**

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

➤ **Other services**

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

➤ **Management reports**

- The system shall be able to provide a detailed Management Information System and accrual / commitment report as and when required.

The service provider shall provide the *MLRF* the following management information reports.

- (a) Concise quarterly narrative of the service provider's activities, which shall be submitted to the *MLRF* within ten (10) calendar days after the end of the quarter. This report shall identify problems, if any, and recommend solutions. Suggestions to enhance the service shall also be included.
 - (b) Quarterly summary (including year to date cumulative figures) of travel activity data and related services, which shall be submitted to the *MLRF* within ten (10) days of the end of the quarter. This summary shall include all official travel activities with each airline based on value of the tickets.
 - (c) This report shall also show a detailed analysis of the number of trips, most frequent city-pairs, carriers used and savings achieved from the carrier's lowest fare available as well as missed / declined savings due to non-acceptance of the lowest offer.
- The tool shall allow for full reporting and auditing capability.
 - The reporting shall be in a format that will allow the information to be interfaced with other Government reporting systems.

➤ **Unused tickets, refunds and losses**

- The service provider shall notify the *MLRF* monthly of unused air tickets and refunds for all returned airline tickets for official travel.
- Monthly notify the *MLRF* of any losses (cost) incurred on air tickets (e.g. changes made or tickets that are non-refundable or when air travel was cancelled).

➤ **Data transfer**

- The service provider shall allow *MLRF* to access information for a period of five (5) years after expiry of the contract.

➤ **Service standards**

- The service provider should provide a polite, responsive and efficient service at all times to fulfill the *MLRF*'s requirements. All telephone calls, emails and correspondences shall be answered promptly.

➤ **Performance evaluation and review**

- The service provider shall meet quarterly with the *MLRF*'s *senior management or delegate* to discuss issues of mutual concern, to review the service provider's performance and to discuss improvements which the service provider or the *MLRF* should make in order to achieve more effective travel management and greater savings.
- The service provider will participate monthly and provide performance evaluations / reviews.

- During the above meetings the service provider shall also discuss travel updates and other travel matters with the *MLRF*. The service provider shall immediately make the *MLRF* aware of major industry changes, which may have a broad impact on its travel policy or procedures.
- **Policy compliance and control**
- The system shall dictate the route of the application based on the policy requirements. For any deviation, the prescribed and delegated authorisation shall be required in writing before processing takes place.
 - The system shall comply with all relevant security standards, policies, directives and the Minimum Information Security Standards (MISS).
 - The system shall be able to cater for any departmental policy changes as and when required.
 - The service provider shall not accept any commission, payment or other inducement from a flight, road transport or accommodation service for the use of their facilities.
 - Should any payment be received, the service provider shall pay this amount over to the *MLRF* at the end of each month. All amounts quoted by the system and charged to the *MLRF* shall be exclusive of any travel agent commission.
- Turnaround time for online bookings shall be two (2) hours after approval.
- Emergency and after-hours bookings will be communicated by the delegated official in consultation with the applicable line manager for urgent attention and processing.
- The service provider should be required to:
- Provide on-line travel booking services and support,
 - Provide a transparent inclusive service fee structure,
 - Provide 24/7 assistance,
 - Ensure that services are available 24/7,
 - Update *MLRF* regularly on cancellation policies and fees of service providers.
 - Obtain any reimbursement which may be due to *MLRF*,
 - Notify *MLRF* of air tickets for revalidation and / or re-issue,
 - Ensure booking confirmations and payments are done as required by vendors,
 - Ensure prompt investigation of any irregularities and complaints as well as feedback thereof,
 - Upon request from the *MLRF*, the service provider must provide a detailed report on the services rendered, discounts, and benefits received,
 - Reconcile tax invoices and supporting documentation with credit card statement and approved orders.

- The service provider shall keep abreast of and provide an information service to *MLRF* with regard to airport closings, airline carrier schedule changes, as well as all other alterations, safety conditions which may affect travel and new conditions affecting travel.
- Assist travel bookers / officials to make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveller's official trip. The e-tickets and billings shall be modified or issued to reflect these changes, via SMS and e-mail.
- Provide three (3) letters of "good standing" from other suppliers on their official letterheads, dated and signed (include the printed name of designated official), for each of the services noted below, including but not limited to the following:
 - (a) Domestic Airlines,
 - (b) International airlines,
 - (c) Hotel accommodation,
 - (d) Bed & Breakfast establishments
 - (e) Self-Catering Establishments,
 - (f) Car rental service providers,
 - (g) Shuttle service providers

Please note that the suppliers providing the letters of "good standing" will not necessarily be used by the MLRF.

- The online system shall be required to provide immediate quotations for travel arrangements from all airlines; vehicle hire companies and a range of properties for accommodation.
 - An e-ticket or confirmation and detailed itineraries, showing the accurate status of the airline, road transport and accommodation reservations on all segments of the journey shall be provided (secure airline seats for four (4) hours to allow for approval).

14.9 Cost Management

- 13.9.1 The National Treasury cost containment initiative and the *MLRF's* Travel Policy is establishing a basis for a cost savings culture.
- 13.9.2 It is the obligation of the service provider to always advise on the most cost-effective option, and costs should be within the framework of the National Treasury's Cost Containment Instructions.
- 13.9.3 The service provider plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 13.9.4 The service provider should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with *MLRF's* Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effective and in time to carry out his/her official business.

14.10 Quarterly and Annual Travel Reviews

13.10.1 Quarterly reviews are required to be presented by the service provider on all *MLRF* travel activity in the previous three-month period. These reviews are comprehensive and presented to *MLRF*'s Procurement, Finance and Facility Management teams as part of the performance management reviews based on the service levels.

13.10.2 Annual Reviews are also required to be presented to *MLRF*'s Executives.

13.10.3 These Travel Reviews will include without limitation the following information *MLRF* to list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

13.10.4 Travel expenditure.

13.10.5 Savings and missed savings

14.11 Office Management

13.11.1 The service provider to ensure high quality service to be always delivered to the *MLRF* travellers. The service provider is required to provide *MLRF* with highly skilled and qualified human resources of the following roles but not limited to:

- a. Senior Consultants **(for International, VIP's and group bookings)**
- b. Intermediate Consultants
- c. Junior Consultants
- d. Travel Manager (Operational)
- e. Finance Manager / Branch Accountant
- f. Admin Back Office (Creditors / Debtors / Finance Processors)
- g. Strategic Account Manager (per hour)
- h. System Administrator (Information technology support)

14.12 On-site Support

13.11.2 Visible navigational support is required at the main office of the Branch: Fisheries Management – Foretrust Building as and when required.

15. PRICING MODEL

MLRF requires bidders to propose two pricing models being the transactional fee model for manual bookings and for online bookings.

15.1 Transaction Fees

Refer Annexure A: Pricing Schedule

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

15.1.2 Manual bookings (**Template 1**)

15.1.3 Online bookings (**Template 2**)

15.2 Volume driven incentives

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

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

16. EVALUATION CRITERIA

The evaluation for this bid will be carried out in five (5) phases:

- Phase 1: Pre-compliance
- Phase 2: Mandatory Requirement
- Phase 3: Functionality and Technical Criteria
- Phase 4: Due Diligence
- Phase 5: Price and Specific goals.

16.1 Pre-compliance (Phase 1)

16.1.1 During this phase, bid documents will be reviewed to determine the compliance with SCM returnable

documents, tax requirements, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

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

Item No.	Administrative Requirements	Check/Compliance
1	Master Bid Document	Provided and bound
2	USB	Same as master document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	SCM - SBD 2 - Tax Compliant and CSD registration	Attach CSD registration number/proof of registration and//SARS Tax PIN
5	SCM - SBD 3.3 – Pricing Schedule	Completed and signed
6	SCM – NEW SBD 4 – Bidders disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed.
8	B-BBEE	Valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids
9	Disability confirmation (if applicable)	Submit a Medical Health Practitioner's Certificate confirming the disability
10	In case of bids where Consortia / Joint Ventures, Consortia agreement signed by both parties must be submitted with bid proposal	Consortia /JV agreement completed and signed, if applicable
11	Letter of Authority to sign documents on behalf of the company	Completed and signed

16.2 Mandatory Compliance Requirements (Phase 2)

16.2.1 The following mandatory requirements will apply, and tenderers must submit all requirements

indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

16.2.2 Bidders who fail to comply with the mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.

16.2.3 Bidders are required to complete the table below by answering YES or NO and attach proof of the document listed in the table below:

NO.	REQUIREMENTS FOR PHASE TWO (02)	YES	NO	PAGE NO.
1.	International Air Transport Association (IATA) certification (provide certified copy not older than 3 months.)			
2.	Association of Southern African Travel Agent (ASATA) certification (provide certified copy not older than 3 months.)			
3	The bidder has sufficient financial resources or guarantees are in place to support and deliver the services required by the MLRF – credit card facility of up to R3-million (three million rand) while awaiting payment of invoices submitted for payment. (Proof of financial guarantee by means of financial bank statement and letter from the institutions dated before the closing date of the bid not older than three months. Joint ventures/consortiums and third parties suppliers guarantee must be accompanied with the legal agreement of the participating bidder).			
4	Can the financial system used by the service provider integrate with other financial systems such as ORACLE. (Provide evidence that integration of your system can integrate with Oracle).			

16.3 Functionality Criteria – (Phase 3)

- 16.3.1 Only bid proposals that meets Phase 1 (pre-compliance) and Phase 2 -mandatory requirements will be evaluated on functionality criteria Phase 3.
- 16.3.2 Bidders who meet a minimum threshold of 65% for functionality will move to phase 4.
- 16.3.3 The following requirements must be met and bidders are required to provide the necessary supporting documents which will be used when the MLRF / Department conducts a due diligence of prospective service providers.

	TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES
1	INDUSTRY EXPERIENCE	20	
1.1	Number of years' experience in the travel industry obtained from government. Provide evidence of reference letters of suppliers.	20	5 = above 8 years 4 = 6-8 years 3 = 3-5 years 2 = 1-2 years 1 = < 1year
2	TECHNICAL CAPABILITY AND EXPERIENCE	30	
2.1	<p>Technical capability/Experience and track record of the successful implementation of your Online Booking Tool (OBT) with full integration with a Financial system similar to "Oracle EBS".</p> <p><i>(Bidders are to provide three project reference letters where their OBT was implemented with an EBS system). Supplier reference letters should indicate which modules/solutions of the TMC were integrated and an indication of the percentage of success rate.</i></p> <ol style="list-style-type: none"> 1. 3 and more references with 4 years experience = 5 points. 2. 3 references with 3 yrs experience = 4 points 3. 3 references with 2 yrs experience = 3 points 4. 2 references with 1 yr experience = 2 points 5. 1 reference with 1 yr experience = 1 point. 	30	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor

3.	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING.	30	
3.1	<p>The TMC's must provide samples of their OBT solution/models on the following traveling categories. Air travel is compulsory category.</p> <p>Does your OBT provide for all local travel in one seamless booking process. the following categories</p> <ul style="list-style-type: none"> • Air travel, • Accommodation, • Car Rental, • Shuttle • buses. <p>Advise which modules above are incorporated in your seamless OBT booking and which are not.</p> <ol style="list-style-type: none"> 1. All categories = 5 points 2. 4 travel categories = 4 points 3. 3 travel categories = 3 points 4. 2 travel categories = 2 points 5. 1 travel category = 1 point. 	15	<p>5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor</p>

3.2	<p>Provide samples of your OBT solution/model where the following risk and savings are incorporated as a minimum.</p> <ol style="list-style-type: none"> 1. Alert warnings of missed savings. 2. Alert warning of duplicate travel dates. 3. Dashboard report – e.g. expense per cost centre. 4. Successful cloning of a previous booking (system dated) with the cloned booking (system dated). 5. OBT tracking “out of policy” bookings, to assist the MLRF in managing travel behaviour and trends. <p>Meet all 5 criteria above = 5 points. Meet 4 criteria = 4 points Meet 3 criteria = 3 points Meet 2 criteria = 2 points Meet 1 criteria = 1 point.</p>	15	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
4.	<p>KEY STAFF EXPERIENCE IN TRAVEL Curriculum vitae of the post holders to be attached.</p> <p>Key account manager</p>	20	5 = above 8 years 4 = 6-8 years 3 = 3-5 years 2 = 1-2 years 1 = < 1year
Total		100	
Threshold		65%	

16.4 DUE DILIGENCE: (Phase 4)

16.4.1 The MLRF will conduct a due diligence only on bids that comply with phase 1, phase 2, and phase 3

16.4.2 For undertaking of Due Diligence, bidders attention is drawn on the following:

- An on-site assessment on the bidder's premises to confirm the ability of the bidder to execute the project and the availability of sufficient personnel, working equipment, and other resources to deliver the required services.
- Live presentation and supporting documentation to be assessed.
- The MLRF will communicate the dates to the bidder/s beforehand.
- Provide the representative/s with access to the offices of the bidder where the services will be offered.

- Provide the MLRF with the documents that will be required to support management responses on the due diligence questionnaire form. The MLRF will indicate the required documents beforehand (certified copies of bank guarantee of third-party suppliers – and third-party suppliers agreements. Etc.
- To have the personnel who will be responsible for the demonstrations that will be required to be available.
- To have any other information or staff required for MLRF to successfully perform the due diligence.
- To provide the MLRF before the date of the due diligence with the contact details of two people that will be contacted on the day of the due diligence.
- To reserve two (2) parking bays for the representatives of the MLRF.
- Bidder/s who do not demonstrate the ability to deliver the required services and the availability of resources will NOT be evaluated further.

16.5 Preference Point System (80/20): (Phase 5)

- 16.5.1 The 80/20 preference point system will be applicable when a specific training is procured From the appointed panel.
- 16.5.2 Bidders are not required to submit pricing or a quotation at this stage. The request for quotation (RFQ) will be sent to service providers who will be successful in being included in a panel of service providers as and when the service is required.
- 16.5.3 The 80/20 preference point system will apply to the request for quotation process, where 80 is for price and 20 for specific goals.
- 16.5.4 The following preference point system will be followed to advance the categories of persons:
- a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.18
- i. The applicable formula to be used is $P_s = 80[1 - (P_t - P_{min}) / P_{min}]$. Provided:
 P_s = Points scored for the price of the tender under consideration.
 P_t = Price of tender under consideration; and
 P_{min} = Price of the lowest applicable tender.
- ii. A total of 20 points may be awarded to a tenderer as follows:
- 20 points: if the Bidder has more than 50% (fifty per cent) ownership by Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons
- 16.5.4.1 The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 16.5.4.2 However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.
- 16.5.5 The DFFE reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder with the lowest price.
- 16.5.6 A maximum of 20 Points will be allocated for one of the following specific goals below:

A maximum of 20 Points will be allocated for one of the following specific goals below:

SPECIFIC GOAL	80/20 POINTS TO BE ALLOCATED
51% black owned	8 points
50% women	4 points
Youth	4 points
Disability	4 points
TOTAL POINTS	20 points



PRICING SUBMISSION

BID NO:

MLRF 216/26

BID NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A
PERIOD OF 5 YEARS

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **BID: MLRF 216/26** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the templates attached, which is/are [transactional fee model onsite and offsite \(traditional/manual booking fee versus transactional online\) fees](#)

2.1.4 Bidders must reference RFP/BID main document section 15.1 for Transactional fees.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

TEMPLATE TRANSACTION FEE MODEL

OFF-SITE SERVICES

ANNEXURE A: Pricing Schedule

RFP NO: MLRF BID NO. 216126
 TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE BRANCH: FISHERIES MANAGEMENT / MARINE LIVING RESOURCES FUND (MLRF) OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF FIVE (05) YEARS.

1.1 TRANSACTION FEES		TRADITIONAL BOOKINGS (MANUAL BOOKINGS) - TEMPLATE 1			ONLINE BOOKINGS - TEMPLATE 2						
ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Reservation of domestic air ticket		R	R	R	1	Domestic travel (bundle fee)		R	R	R
2	Reservation of regional air ticket		R	R	R	2	International travel (bundle fee)		R	R	R
3	Reservation of international air ticket		R	R	R	3	Accommodation only		R	R	R
4	Reservation of domestic hotel		R	R	R	4	Road transport only		R	R	R
5	Reservation of regional hotel		R	R	R	5	Flight only		R	R	R
6	Reservation of international hotel		R	R	R	6	Domestic multi leg booking		R	R	R
7	Reservation of car rental domestic		R	R	R	7	Bill back fee		R	R	R
8	Reservation of car rental regional		R	R	R	8	Refund admin fee		R	R	R
9	Reservation of car rental domestic		R	R	R	9	After Hours / Emergency Bookings		R	R	R
10	Reservation of shuttle service domestic		R	R	R	10	Conferencing / Multiple travellers in one group		R	R	R
11	Reservation of shuttle service regional		R	R	R	11	Implementation fee (includes ORACLE integration)		R	R	R
12	Reservation of shuttle service international		R	R	R	12	Once off		R	R	R
13	Conference bookings- payment only		R	R	R		Any other fee				
14	Pre-payment Fee		R	R	R						
15	Conference bookings- venue sourced and Administrated		R	R	R						
	CANCELLATIONS										
	Refunds of air tickets		R	R	R						
	Ball Back Fee		R	R	R						
	After hours fee		R	R	R						
	Visas		R	R	R						
	Change fee		R	R	R						
	ADDITIONAL SERVICES NOT PROVIDED FOR										
	Total	0			R		Total	0			R

1.2 CONFERENCE TRANSACTION FEE		Percentage Fee	Comment
Item	Description		
1	Conference bookings (venue sourced and administered) (as a % of the Total turnover of the event)	Conference Fee Excluding VAT	
2	Merchant Fees	VAT	
		TOTAL	

THIS AMOUNT HAS BEEN INSERTED AS A STANDARD

1.3 IMPLEMENTATION FEE (includes ORACLE integration) - Once off		Percentage Fee per hour %	Comment
Item	Description		
1	ORACLE integration fee - Once off		
2	Online tool implementation fee - Once off		