



forestry, fisheries
& the environment

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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF186/22

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 THIRTY-SIX (36) MONTHS.

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NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

NON- COMPULSORY BRIEFING SESSION:

- **24 JUNE 2022- 09H00**

CLOSING DATE OF THE BID: 08 JULY 2022 AT 11H00



forestry, fisheries & the environment

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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) UNDER THE AUSPICES OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT, ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

BID: MLRF 186/22 - 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 THIRTY-SIX (36) MONTHS.

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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 thirty-six (36) months.

2. **PURPOSE:**

Purpose of this terms of reference is for the appointment of a Travel Management Company (TMC) / service provider to provide a comprehensive travel management and logistic service for a period of thirty-six (36) months as and when 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.

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

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the 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

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).

4.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	14 June 2022
Non-compulsory virtual briefing session. A link can be requested from MLRFTENDERS@DFFE.GOV.ZA	24 June 2022 at 9h00
Bid closing date	08 July 2022 at 11:00
Notice to bidder(s)	MLRF will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

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. CONTACT AND COMMUNICATION

- 6.1. A nominated official of the bidder(s) can make enquiries in writing to the following email address MLRFTENDERS@dffe.gov.za in respect of this bid.
- 6.2. The delegated official of MLRF may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.3. Whilst all due care has been taken in connection with the preparation of this bid, MLRF makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. MLRF, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 6.4. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by MLRF (other than minor clerical matters), the Bidder(s) must promptly notify MLRF in writing of such discrepancy, ambiguity,

error or inconsistency in order to afford MLRF an opportunity to consider what corrective action is necessary (if any).

- 6.5. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by MLRF will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.6. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

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. FRONTING

- 9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries / investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies MLRF may have against the Bidder / contractor concerned.

10. 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.

11. SUBMISSION OF PROPOSALS

11.1. Bid documents must be placed in the bid box of the aforesaid address on or before the closing date and time.

11.2. 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 located in their proposal.

11.3. The bidder(s) are required to submit **one (1) original bid document** and five **(5) identical copies** 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:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & B-BBEE)
<p>Exhibit 1: Pre-qualification documents <i>(Refer to Section 16.1 - 16.2: Pre-qualification Criteria and Mandatory (Table 1))</i></p>	<p>Exhibit 1: Pricing Schedule <i>(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)</i></p>
<p>Exhibit 2:</p> <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <i>(Refer to Section: 16.2 Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i> 	
<p>Exhibit 3:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement <i>(Refer to Section 20 – Service Level Agreement)</i> 	
<p>Exhibit 4:</p> <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

11.4. 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.

12. 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.

13. DURATION OF THE CONTRACT

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

13.1. EXPECTED DELIVERABLES / OUTCOMES

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

NO.	DESCRIPTION	COMPLY	
		YES	NO
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 MLRF without any degradation in the services		
f.	Appropriately contain MLRF's risk and traveller risk		
g.	Travel management system that interface with Oracle ERP system		
h.	The service provider should easily plug-into any alternative online travel tool that the MLRF may require or introduce in the near future,		
i.	Provide a plan to promote the SMMEs		
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.

NO.	DESCRIPTION	COMPLY	
		YES	NO
a.	The travel services will be provided to all Travellers travelling on behalf of MLRF, locally and internationally. This will include employees and external stakeholders where the agreement is that MLRF 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 MLRF 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 as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.		
g.	Provide a facility on the online booking tool for MLRF 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 Travel Booking App " to approve and view travel bookings		
j.	The online system should interface payments with Oracle ERP systems.		
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 MLRF on a, Monday, Tuesday and Wednesdays only to the offices of the Department at Foretrust Building, Martin Hammerschlag Way, Foreshore. The service provider must upload all travel documents and invoices on the online tool and provide access to <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.		

NO.	DESCRIPTION	COMPLY	
		YES	NO
m.	Include service fee transactions on land arrangement (accommodation, shuttle, train, buses, car hire and airport parking)		
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:

Service Category	Estimated Number of Transactions per annum (FY 2018 / 2019)	Estimated Expenditure per annum (FY 2018 / 2019)	Estimated Number of Transactions per annum (FY 2019 / 2020)	Estimated Expenditure per annum (FY 2019 / 2020)	Estimated Number of Transactions per annum (FY 2020 / 2021)	Estimated Expenditure per annum (FY 2020 / 2021)
Air travel – Domestic	16576	R27, 730, 321	2278	R4, 584,930	209	R313, 159
Air Travel - International	704	R20, 757, 061	197	R751,774		0
Air Travel - Regional	63	R315, 878				0
Car Rental – Domestic	838	R2, 243, 147	638	R1, 430,364	3	R1, 426
Car Rental - Regional & International	0	R 0				
Shuttle Services - Domestic	2 542	R1, 070, 099			4	R1, 720
Accommodation – Domestic (includes international & regional)	3 088	R8, 539, 464	2010	R5, 132,132	2035	R1, 914, 898
Other (discount client payment)	2	R419.00	107	R99,676		
Air transfers – Domestic	3 759	R8, 083, 442	1750	R728,330		

Service Category	Estimated Number of Transactions per annum (FY 2018 / 2019)	Estimated Expenditure per annum (FY 2018 / 2019)	Estimated Number of Transactions per annum (FY 2019 / 2020)	Estimated Expenditure per annum (FY 2019 / 2020)	Estimated Number of Transactions per annum (FY 2020 / 2021)	Estimated Expenditure per annum (FY 2020 / 2021)
Air transfers - International	293	R1, 135, 029				
Air transfers - Regional	31	R70, 209	4	R21,691		
Railway / Ferry's / Bus / Coach bookings	5	R18, 092				
Tours	1	R11, 500	1	R18,700		
Conferences / Events	9	R77, 110	4	R43,561		
After Hours	153	R34, 377				
Parking	115	R55, 646	144	R71,255		
Insurance	94	R52, 420	53	R24,300		
Credit card charges International (Forex)	6	R2, 428	13	R5,952		
GRAND TOTAL	10 938	R21, 396 327	7199	R12, 912,666	2251	R2, 231, 203

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. **Please note that due to the COVID-19 restrictions, travel expenditure has been restricted in the current year.**

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		

NO.	DESCRIPTION	COMPLY	
		YES	NO
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.		
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.	Book parking facilities at the airports where required for the duration of the travel. Travellers have to pay and claim via S&T as per new policy.		
j.	Respond timely and process all queries, requests, changes and cancellations timeously and accurately.		
k.	The online tool must be able to facilitate group bookings (e.g. for research surveys, meetings, conferences, events, etc.), however the service provider should be able to assist when required.		
l.	Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times via SMS and emails, etc).		
m.	Advise the Traveller of all visa and vaccination requirements well in advance. Visa applications will not be the responsibility of the service provider; however, the relevant information must be supplied to the traveller(s) where visas will be required, including transit visas.		
n.	Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.		
o.	Facilitate any reservations that are not bookable on the Global Distribution System (GDS).		

NO.	DESCRIPTION	COMPLY	
		YES	NO
p.	The online tool must be able to compare inventory from all GDS and Local Distribution System (LDS) systems (Bookings.com, Trivago, where to stay, Galileo, Amadeus etc.). Preference should be given to South African Tourism Council accredited accommodation.		
q.	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.		
r.	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.		
s.	Ensure confidentiality in respect of all travel arrangements requested by <i>MLRF</i> .		
t.	Timeous submission of proof that services have been satisfactorily delivered listed on an excel spreadsheet submitted weekly (that include valid invoices supported by an approved trip itinerary, supplier invoice and vouchers etc) as per <i>MLRF</i> 's instructions.		
u.	All travel and related expenditure must be borne by the TMC and claimed back from the <i>MLRF</i> detailing each expenditure type and cost centre allocation which will be provided by the <i>MLRF</i> .		

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, may be utilised.		
d.	The service provider should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.		
e.	The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).		
f.	Airline tickets must be delivered electronically (SMS and/or email) to the traveller(s) and travel bookers promptly after approval.		

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

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 in order to take an informed decision		
c.	The TMC should also consider obtaining quotations from preferred suppliers listed on the travel itinerary, especially where accommodation is not readily available in those vicinities.		
d.	Accommodation vouchers must be issued for all accommodation bookings and must be invoiced to MLRF 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 MLRF of technology errors such as no telephone or email or system being offline and immediately provide alternative options to the MLRF.		

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 <i>MLRF</i> '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 Tuesday and 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 <i>MLRF</i> 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.		
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 reporting 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.)		
8.	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).		
9.	<i>MLRF</i> may request the service provider to provide additional management reports.		
	<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>i. TRAVEL</p> <p>a) After hours' Report;</p> <p>b) Upgrade of class of travel (air, accommodation and ground transportation);</p> <p>c) Bookings outside Travel Policy (e.g. less than 7 days in advance, last minute) Missed savings.</p> <p>d) Booked Flights vs published fares</p> <p>e) No shows / late cancellations</p> <p>f) Missed flights</p> <p>g) Refunds</p>		

No.	DESCRIPTION	COMPLY	
		YES	NO
	ii. FINANCE 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		
10.	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.		

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 <i>MLRF's</i> account.		
3.	The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.		
4.	A complaint handling procedure must be implemented to manage and record the compliments and complaints of the service provider and other travel service providers.		

No.	DESCRIPTION	COMPLY	
		YES	NO
5.	Implement complaints register and record interventions or steps taken and provide bi-annually to the MLRF.		
6.	Ensure that the <i>MLRF's</i> travel delegations are enforced.		
7.	The MOA must be managed and customer satisfaction surveys conducted to measure the performance of the service provider bi-annual.		
8.	Ensure that workshops / training are 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. MLRF requires 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.		
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.		
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 <i>MLRF</i> 's and all 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, <i>MLRF</i> can negotiate directly with vendors.		

No	DESCRIPTION	COMPLY	
		YES	NO
5	All negotiated MLRF'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, airport parking and parking reservations 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,
- 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. Airport parking 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 with regard to 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, Kulula.com, 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 in order to avoid cancellations of bookings.
- **Training**
- The Service provider shall present an indication of training and support to be supplied.

- Adequate training of at least 200 users upfront on the use of the system as well as support shall be provided. 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.
 - The voucher / confirmation shall clearly state the all-inclusive rate (Accommodation, meals, parking etc.) and issued within 24 hours if received before 10 am, (2 hours after approval) thereafter 48 hours.
 - 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 with management information reports consisting, of a minimum, of the following:
 - (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 shall 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 providers 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 shall 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 suppliers 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

- 14.9.1 The National Treasury cost containment initiative and the MLRF’s Travel Policy is establishing a basis for a cost savings culture.
- 14.9.2 It is the obligation of the service provider to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury’s Cost Containment Instructions.
- 14.9.3 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.
- 14.9.4 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 effectively and in time to carry out his/her official business.

14.10 Quarterly and Annual Travel Reviews

- 14.10.1 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.
- 14.10.2 Annual Reviews are also required to be presented to MLRF’s Senior Executives.
- 14.10.3 These Travel Reviews will include without limitation the following information.
 - 14.10.3.1 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.
 - 14.10.3.2 Travel expenditure
 - 14.10.3.3 Savings and missed savings

14.11 Office Management

14.11.1 The service provider to ensure high quality service to be delivered at all times 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 (General Admin)

14.12 On-site Support

14.12.1 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 A3: 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.

- 15.1.1.1 Manual bookings (**Template 1**)
- 15.1.1.2 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

16.1 Mandatory Compliance Requirements (Stage 1)

Bidders are required to submit their International Air Transport Association (IATA) licence certificate. Failure to submit the required document will invalidate your bid.

16.2 Functionality Criteria (Stage 2)

16.2.1 Only bid proposals that meets mandatory requirements will be evaluated on functionality criteria,

16.2.2 **Stage 2:** The bidder must meet all the requirements noted below.

16.2.3 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;

NO.	REQUIREMENTS FOR STAGE TWO (2)	YES	NO
1.	The bidder has sufficient financial resources or guarantees are in place to support and deliver the services required by the MLRF – credit facility of up to R3-million (three million rand) while awaiting payment of invoices submitted for payment.		
2.	Does the service provider use an electronic system to process invoices and receipts? Please provide the details thereof.		
3	Can the financial system used by the service provider integrate with other financial systems such as ORACLE.		
4	Does the service provider have a functional online travel management booking system that can be made available to the MLRF / Department?		
5	Does the service provider have its own in-house after hours support system.		

16.2.4. **Stage 3:** A due diligence will be performed on all bidders who meet all the requirements in Stage 2.

16.3 DUE DILIGENCE:

The MLRF will conduct a due diligence on all prospective bidders based on the information and confirmation received from the bidders as required paragraphs 14 and 16.2.3 above.

16.4 STAGE 4: Preference Point System (80/20)

Bidders will score points out of 80 for price only and 20 points for B-BBEE. The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.

16.5.1. Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

16.5.2. Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

1.	PRICE	80	
2.	B-BBEE Status Level Contributor		Number of points (80/20)
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Non – compliant contributor		

17. CHECKLIST AND OTHER DOCUMENTS REQUIRED

Table 1: Checklist that must be submitted for

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	YES	<ul style="list-style-type: none"> i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the

		<p>CSD verification outcome will take precedence.</p> <p>v. A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.</p>
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on B-BBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	NO	<p>The service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration.</p>
IATA Licence / Certificate	YES	<p>16.1.1.1 Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.</p> <p>16.1.1.2 Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>

Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope
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Bidders to note that no screenshots of the online tool to be included in the bid proposal

On the technical desktop bidders must achieve a minimum of 60 points to qualify for the presentation stage.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES	Non-submission will lead to a zero (0) score on B-BBEE
Tourism Sector B-BBEE Certificate	YES	Attach Tourism B-BBEE or certified copy certificate gazetted on 20 November 2015
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	YES	14.10.1.1. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. 14.10.1.2. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.

Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope
Emergency Service Delivery Plan	Yes	Submit comprehensive service Delivery Plan with timelines
Procedure manual for cancellation of transactions, refund for unused tickets, and no-shows	Yes	Submit comprehensive procedures manual with timelines
After-hours service delivery plan and procedures	Yes	Submit delivery plan with contact numbers and type of service rendered afterhours
Cost saving plan	Yes	Submit cost saving plan detailing how the service provider plan to save cost on all services
Quality control procedure manual and processes	Yes	Submit quality control procedure manual to ensure that quality checking takes place prior to submission to the Department
Example of confirmations and invoices	Yes	Attach dummy copy of confirmations (sms and e-mail) and for the invoices
Refund process for various sectors and countries	Yes	Attach procedure for recording the refunds due to the Department and how they are monitored until they are paid
Account management procedures	Yes	Comprehensive account management including the resolving of queries
Example of management reports	Yes	Attach copies of management reports with graphical representation

18. MEMORANDUM OF AGREEMENT (MOA)

- 18.1 Upon award, MLRF and the successful bidder will conclude a MOA regulating the specific terms and conditions applicable to the services being procured by MLRF, more or less in the format of the draft service requirements included in this tender pack.
- 18.2 MLRF reserves the right to vary the proposed draft Service requirements during the course of negotiations with a bidder by amending or adding thereto.
- 18.3 Bidder(s) are requested to:
- a. Comment on draft Service requirements and where necessary, make proposals to the requirements;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

18.4 MLRF reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to MLRF or pose a risk to the organisation.

19. SPECIAL CONDITIONS

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which MLRF is prepared to enter into a Memorandum of Agreement with the successful Bidder(s).
 - b. The bidder submitting the General Conditions of Contract to MLRF together with its bid, duly signed by an authorised representative of the bidder.
- 19.1 The service provider/s shall guarantee the presence of the senior in charge throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager shall approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior shall work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 19.2 MLRF reserves the right:
- 19.2.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
 - 19.2.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
 - 19.2.3 To accept part of a tender rather than the whole tender.
 - 19.2.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid as well as during the due diligence process.
 - 19.2.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

To cancel and/or terminate the tender process at any stage, including after the Closing Date and / or after presentations have been made, and / or after tenders have been evaluated and / or after the preferred bidder(s) have been notified of their status as such.
 - a) Sub-standard or poor performance by the service provider;
 - b) National Treasury Instruction.
 - 19.2.6 Fraudulent activity by the service provider.
 - 19.2.7 To award any of the bids and not to award the contract to the lowest bidding price.

- 19.3 The bid proposals should be submitted with all required information containing technical information.
- 19.4 MLRF Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).
- 19.5 MLRF will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 19.6 Travelling costs and time spent or incurred between home and office of consultants and MLRF office will not be for the account of MLRF.
- 19.7 Tenderers must submit two identical proposals (two envelopes) for each bid clearly marked "original" and "copy". First envelope marked original to include technical proposal (original and copy of technical) and the second envelope marked copy to include financial proposal (original and copy of financials).
- 19.8 First envelope with the technical proposal including the following:
- A valid copy of the Tax Clearance Certificate or Tax Compliance Status Pin issued by SARS or copy of CSD/ MA Supplier Number.
 - Entity registration Certificate (CK1)
 - A response to the terms of reference.
 - A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project).
 - profile of the company and description of similar work undertaken,
 - numbers, names and CVs of Chef assigned to the project, including their roles and responsibilities,
 - Agreement between service providers in the case of a joint venture/Consortium
 - Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 19.10 The second envelope with the financial proposal (pricing schedule (SBD3.3) or other spreadsheets with all cost related items, cost breakdown) (original). No financials should be included in the technical proposal (envelope).
- 19.11 The following information must be endorsed on each envelope:
- Bid number:
 - Closing date:
 - Name of the Bidder:
 - Technical Proposal or Financial Proposal.
- 19.12 Before any work can commence the MOA must be signed by both parties (MLRF and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, MLRF reserves the right to cancel the contract with no cost implications for the Department.
- 19.13 The evaluation of Bids can only be done based on information required by the department.

19.14 Bidders failing to meet pre-qualification criteria and mandatory requirements will automatically be disqualified.

19.15 **Sub-contracting conditions/ requirements**

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

19.15.2 The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract

20 MLRF REQUIRES BIDDER(S) TO DECLARE / INCLUDE IN SPECIAL CONDITIONS OF CONTRACT

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

20.1 Confirm that the bidder(s) is to: –

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

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 MLRF reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised

stock exchange), directors or members of senior management, whether in respect of MLRF or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of MLRF's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that MLRF relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by MLRF against the bidder notwithstanding the conclusion of the Service Level Agreement between MLRF and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail

23 PREPARATION COSTS

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

24. INDEMNITY

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

25. PRECEDENCE

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

26. LIMITATION OF LIABILITY

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

27. TAX COMPLIANCE

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

28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

29. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

31. CONFIDENTIALITY

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

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

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

33. MLRF PROPRIETARY INFORMATION

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

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the MLRF may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize

further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

ANNEXURE A:

The questionnaire below is required for completion by the service provider in order to assist the Evaluation committee with scoring Stage 3. A “No” response will not disqualify bidders to proceed

(As per Evaluation Criteria)

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
Generic System Question		
Does the system work on devices such as I-Pads and smart phones?		
Is the system owned by you?		
Is the system operated by you?		
Does the system allow for direct integrations?		
Travel Policy		
Can the SELF-BOOKING TOOL have vendors shown out of policy and not bookable by the user?		
Can the SELF-BOOKING TOOL have vendors shown out of policy, but bookable by the user that will automatically trigger workflow approval, motivation as to why it's out of policy and highlight the alternative options to the authorizer?		
How are in policy and out of policy options differentiated on the availability presented?		
If an out of policy vendor reservation is authorized, how can this information be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?		
Booking Process		
Does the SELF-BOOKING TOOL have a quoting system? Explain		
Explain the error management process when tickets fail to issue or travel documentation not produced or lodged card swipes fail.		
Is the system completely automated?		
Can travel documents be produced electronically?		
Can the system upload documents, (e.g. internal approval documents) or		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
Can the system include an electronic approval process prior to actual online booking being started?		
Navigation		
• Can users easily navigate between sectors?		
• Does the system cater for domestic multi-leg bookings?		
Does the SELF-BOOKING TOOL allow for holding tickets?		
Does the system come with automated documentation for Air tickets, Road transport, Accommodation, Parking? (no consultants touch the booking)		
How is "no availability" displayed?		
Can offline bookings be incorporated into the booking process?		
Can Users make the reservation offline?		
Can Consultants make the reservation?		
Whilst a trip planned is pending approval, are proposed reservations held with the following vendors? Participating transfer vendors, Participating accommodation vendors, Participating Road transport vendors, Domestic mainline carriers, Domestic low-cost carriers		
Can reservation changes be facilitated online for all the following vendor categories? Participating transfer vendors, Participating accommodation vendors, Participating Road transport vendors, Domestic mainline carriers, Domestic low-cost carriers		
Are all category changes made tracked		
Unused ticket management. How does the SELF-BOOKING TOOL work with unused tickets?		
Workflow Approval:		
Can the system have multiple approvers?		
Can the system support multiple approval groups?		
Does the system support SMS approval?		
Please explain emergency booking approval in the SELF-BOOKING TOOL?		
Once a booking has been ticketed, can additional elements be added?		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
If a booking is changed, will it reroute for approval and, if so, under what circumstances?		
How does the approver make an informed decision when approving?		
Transfers		
Can the SELF-BOOKING TOOL systematically facilitate transfer reservations with any vendor?		
When a reservation has been secured outside of the system, please outline at a high-level how the reservation information can be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?		
Can the system allow multiple travelers in a transfer?		
Accommodation		
Please outline how the SELF-BOOKING TOOL systematically facilitates accommodation reservations with guest houses and bed and breakfast establishments not presented on any open central reservation system?		
When, due to availability constraints at an accommodation vendor that is accessible via the SELF-BOOKING TOOL, a reservation has been secured outside of the system, please outline at a high-level how the reservation information can be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?		
When a reservation has been secured outside of the system due to vendor non-participation in the SELF-BOOKING TOOL, please outline at a high-level how the reservation information can be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?		
Can the SELF-BOOKING TOOL systematically facilitate accommodation reservations with non-listed B&B vendors?		
Elaborate on how a bill-back facility will be supported.		
Is there any automated system to handle invoices?		
Can the system have multiple accommodation bookings in one transaction, i.e. different hotels for different travelers OR different hotels for one travelers in one booking?		
How do you list a new vendor on the system?		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
Does the SELF-BOOKING TOOL support pictures of properties?		
Does the system have any user feedback on properties?		
How does the matching of the Order to the Invoice occur within the system?		
Can the system provide separate quotes for dinner, bed and breakfast?		
Is it clear when breakfast or dinner is included in the price quoted for "bed"?		
Road Transport		
Can multiple pick up and drop off locations be supported within the SELF-BOOKING TOOL?		
Can the system have multiple cars booked for multiple travelers in a single booking?		
When, due to availability constraints at a car rental agency that is accessible via the SELF-BOOKING TOOL, how does the system support guaranteed availability?		
Can the system highlight between vendors, who are the cheapest by amount of kilometers included in the negotiated rate?		
How does a reservation that has been secured outside of the system get into the online SELF-BOOKING TOOL?		
Can extras be booked, such as GPS, additional drivers etc...?		
How does a car invoice get compared to the Order within the system?		
How does the system compare between road travel company rates?		
Air		
Can the SELF-BOOKING TOOL systematically facilitate name changes to low-cost carrier tickets?		
How are cancelled mainline and low-cost carrier tickets managed systematically?		
How are unused mainline and low-cost carrier tickets tracked & applied for reuse systematically?		
Multiple flights one booking		
Does the SELF-BOOKING TOOL allow for a return flight, a single airline to be booked one way and a separate airline to be booked coming back, in one booking?		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
How does the SELF-BOOKING TOOL control specific requirements for multiple travelers?		
How does the system control pre-seating and seat maps?		
Profiles		
Who maintains user access?		
Are there levels of administrative rights?		
Can the system handle seating preferences?		
Reporting		
Does the system provide real time reporting?		
Is the reporting provided available to Government directly?		
An order is made up of air, road transport and accommodation. Accounts will be received at different times. What reports can be provided to monitor <ol style="list-style-type: none"> 1. All the transactions relating to the order 2. What has been paid and what is outstanding. 		
Fulfillment		
Outline the fulfillment process. Where would human intervention be necessary and how would this impact on the cost?		
Training		
Do you provide online training?		
Government proposes to adopt a train-the-trainer approach. What are the related costs and time investment?		
Billing Process		
Can the system interface with ORACLE?		
Explain the billing process for SELF-BOOKING TOOL fees.		
Explain how bill-backs are integrated into the SELF-BOOKING TOOL for reporting purposes.		
Is Virtual Credit Card solution available?		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
Explain the reconciliation of TMC card and VCC transactions.		
Hierarchy		
How are amendments to hierarchies managed?		
Data Security		
Elaborate on measures taken to secure our data		
Are secure links used for payment transactions?		
How are lodged card details stored? Is the data encrypted?		
Further Requirements of the Electronic Solution		
State average and maximum actual system response time for a complete travel booking, which includes a road transport, airline ticket, and accommodation booking		
Application to provide a historical record/audit trail of each administrative change that occurs within the application		
The application must have easily understood system messages.		
The application must have the ability to assign specific tasks / functions to specific administrative roles.		
Describe how your solution is able to securely authenticate and encrypt any interface to or from your solution.		
The application must be able to receive an approved Order to trigger the bookings process.		
The system should have an automatic reconciliation facility (Card Reconciliation) to match service provider invoices to authorized Orders to accommodate payments. (only exceptions should have to be handled manually by staff)		
The application must be able to cater for after the fact costs (such as mileage on car rentals, fuel on car rentals, S&T claims).		
Must have a tolerance level for where the invoice value is different from the Order value by a configurable amount. (Applies especially to accommodation and road transport).		
Onsite support to be available.		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
The application must offer a report to indicate the savings lost due to the booking being made/not being made within a certain timeframe before departure (based on historical values for the same transaction).		
Must offer reporting of automated refund tracking as well as unused ticket reporting.		
Must have pre-defined and user-defined reporting capabilities with a drill down capability to allow the easy creations of a comprehensive suite of management reports.		
Have a report per traveler, which indicates the duration of stay, type of accommodation (such as Bed and Breakfast), and whether or not the traveler actually travelled.		
Have a report per user, which indicates significant actions taken by the user (such as travel Booker creation, approvals, workflow changes, etc.)		
Must have the ability to customize the reporting suite according to Government's requirements.		
Must have the ability to export reports into a variety of formats (such as PDF, HTML, and CSV).		
Must allow for on-demand / ad-hoc / scheduled reporting.		
Government must own our travel data.		
Controls must be in place to protect the data.		
Must support the capture of a reason for travel at the time of making a booking.		
Provide the missed savings calculated on all sectors		
Is there benchmarking in the SELF-BOOKING TOOL?		
How do you intend to support MLRF with online transactions?		
How do you intend to support MLRF with offline transactions?		
How do emergency requests get handled?		
How does the system provide for after-hours bookings?		
Propose how best to roll out the solution to all the various elements of MLRF?		
Will the system flag and prevent duplicate invoices and bookings? and how?		

ACTIVITY	Please indicate compliance and substantiate	
	YES	NO
Is the system able to update amendments/changes to a booking on the online booking tool for tracking and recording purposes immediately and how?		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MLRF186/22	CLOSING DATE:	08 JULY 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) TO PROVIDE A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE AS AND WHEN REQUIRED BY THE BRANCH: FISHERIES MANAGEMENT / MARINE LIVING RESOURCES FUND (MLRF) OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
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. Talitha Bikani		CONTACT PERSON	Mr Lwandisa Hoza	
TELEPHONE NUMBER	021-402 3260		TELEPHONE NUMBER	021-402 3708	
E-MAIL ADDRESS	MLRFtenders@dffe.gov.za		E-MAIL ADDRESS	MLRFtenders@dffe.gov.za	
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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	<input type="checkbox"/>
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:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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.: MLRF186/22
CLOSING TIME 11H00	CLOSING DATE: 08 JULY 2022

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 THIRTY-SIX (36) MONTHS.

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.....

Name of Bidder:

..... R.....

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

Contact Person: Talitha Bikani
Contact Number: 021 402 3260
E-Mail: MLRFtenders@dfpe.gov.za

Or

Contact Person: Lwandisa Hoza
Contact Number: 021 402 3708
E-Mail: MLRFtenders@dfpe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 institution	State

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

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.

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

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

DATE:

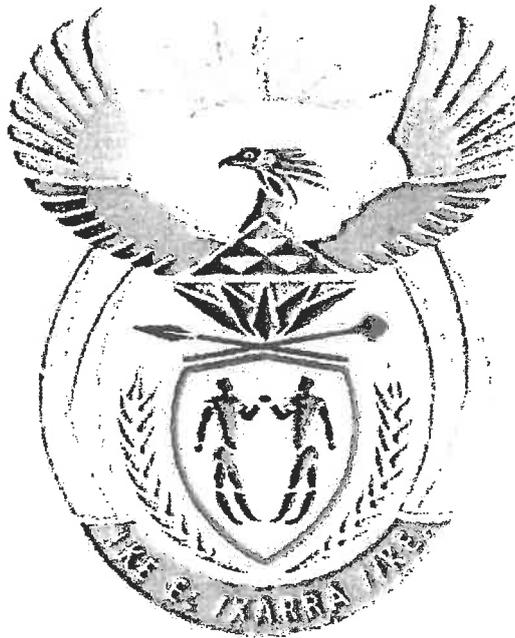
ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) 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.

Js General Conditions of Contract (revised July 2010)

MARINE LIVING RESOURCES FUND

Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROGGEBAAI, 8012 (FASCIMILE NO. 021-4023228)

MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

(Please complete or mark with a "X" in black ink where applicable. A bank stamp is required to verify your banking details. In case of a cheque account a cancelled cheque must be included. Please return form by post or by hand delivery or by facsimile.)

TAKE-ON	<input type="checkbox"/> NEW	<input type="checkbox"/> UPDATE	ENTITY TYPE	<input type="checkbox"/> BUSINESS	<input type="checkbox"/> DEPARTMENT	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> OTHER
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FROM: CREDITOR / ENTITY (DETAILS)	TITLE	
	SURNAME	
	FIRST NAME/S	
	BUSINESS NAME	
	TRADING NAME	
	BUSINESS REG No.	
	VAT REGISTERED	Y N
	VAT REGISTRATION NO.	
	ID NO.	
	DEPARTMENT NAME	
PERSAL NO. *		

* For employees only

CONTACT DETAILS	STREET / PHYSICAL ADDRESS		POSTAL CODE
	POSTAL ADDRESS		POSTAL CODE
	BUSINESS TELEPHONE No.		DIALLING CODE
	BUSINESS FACSIMILE No.		DIALLING CODE
	NAME OF CONTACT PERSON		
	E-MAIL ADDRESS		
CELLULAR TELEPHONE No.			

DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS: BANK NAME: <input type="text"/> BRANCH NAME & CITY/TOWN: <input type="text"/> BRANCH NUMBER/CODE: <input type="text"/> ACCOUNT NUMBER: <input type="text"/> ACCOUNT TYPE: <input type="checkbox"/> CURRENT <input type="checkbox"/> SAVINGS <input type="checkbox"/> TRANSMISSION	BANK DATE STAMP (COMPULSORY) <input type="text"/>
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I / We hereby request, instruct and authorise you to pay any amounts which may accrue to me / us to the credit of my / our account with the abovementioned bank.

I / we understand that the credit transfers hereby authorised will be processed electronically through a system known as the "ACB ELECTRONIC FUNDS TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank. Details of each payment will be printed on my/our bank statement or any accompanying voucher.

I / We understand that a payment advice will be supplied by the Marine Living Resource Fund in the normal way, and that it will indicate the date on which funds will be available in my / our account.

This authority may be cancelled / changed by giving prior written notice, by way of registered post or facsimile.

SIGNATURE OF AUTHORISED PERSON	<input type="text"/>	POSITION HELD	<input type="text"/>
PRINT NAME OF AUTHORISED PERSON	<input type="text"/>	DATE (DD/MM/YYYY):	<input type="text"/> <input type="text"/> <input type="text"/>