



Province of the
EASTERN CAPE

ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: [reference number]

Tel: 043 605 7153 | **Fax:** 086 511 7610

Contact Person: [Hlokoma Mtshotshisa]

| **Email:** Hlokoma.mtshotshisa@dedea.gov.za
www.dedea.gov.za

INVITATION TO BID

Bid No.	SCMU- PP09-23/24-06
Bid Description	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER TRAVEL MANAGEMENT SERVICES (TMS) FOR A PERIOD OF 36 MONTHS
Venue where Tender Box is allocated	Ground floor, corner of Mc Lean and Downing Street, Old Standard Bank Building, King Williams Town
Date for compulsory briefing session	24 November 2023 at 10h00
Venue for compulsory briefing session	Ground floor Boardroom Palm Square, Bonza Bay Road, Beacon Bay, East London
Bid Closing Date & Time	08 December 2023 at 11H00
Queries related to the bid must be address to the following:	
Technical Terms of Reference:	Mr Vuyani Balman Email: Vuyani.balman@dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
SCM related enquiries:	Ms Hlokoma Mtshotshisa 043 605 7153 Email: Hlokoma.mtshotshisa@dedea.gov.za
Conditions	<ul style="list-style-type: none">• Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Economic Development and Environmental Affairs- The ECBD forms and all other forms relating to this bid must be



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	<p>completed and signed in the original in ink.</p> <ul style="list-style-type: none">- Forms with photocopies signatures or other such reproduction may be rejected.- Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.
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Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD, failure to register with CSD may invalidate your proposal

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

Failure to attend compulsory briefing session will be regarded as non-responsive and will be disqualified



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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:		CLOSING DATE:	CLOSING TIME:
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	
[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 PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
HDI women	5
HDI with disabilities (attach medical evidence)	5

HDI youth	5
HDI living in Eastern Cape province	5
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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
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4. Standards
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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 Programme (NIP)** 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.

 Vuyani Balman
 043 6057068
 079 884 3963
 vuyani.balman@dedea.gov.za
Ref: TRAVEL MANAGEMENT



TERMS OF REFERENCE

APPOINTMENT OF SUITABLE SERVICE PROVIDER(S) TO RENDER TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, ACCOMMODATION, VENUES AND CONFERENCE FACILITIES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS ON BEHALF OF THE DEPARTMENT

RENDERING OF TRAVEL AGENCY SERVICES FOR DEDEAT

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2 INTRODUCTION AND BACKGROUND INFORMATION

1.1 The Department of Economic Development, Environment and Tourism (DEDEAT) requires a comprehensive travel & hospitality management services for its officials for business purposes. The term contract may be awarded for a period of thirty-six (36) months. For the purposes of this tender the DEDEAT will be referred to as the department.

1.2 The travel & hospitality management service (domestic and international) required includes the provision of: -

- Air Travel
- Car Rental
- Shuttle or chauffer Services
- Parking Facilities at the airports
- Accommodation
- Conferencing, venue and facilities and registration
- Provide visa and passport support service.
- Road transport services
- After hour services

1.3 The service providers will be expected to ensure that the most cost effective and practical means of the services is used at all times.

- The department requires a fixed rate per booking that will be applicable for one year at a time.
- The travel management company must during this contract period, provides consultant or team of consultants to assists with after hours and emergency reservations and changes to travel plans at no extra costs.
- All services must be in line with National Treasury instruction note in respect to cost containment measures.
- All services to be rendered must complied with all Treasury instruction notes regarding COVID-19 as well Disaster Management Act in respect to the pandemic.

3 OBJECTIVES

- To develop a sound service delivery model to efficiently and effectively manage the provision of travel agency services to the Department.

TRAVEL MANAGEMENT SERVICES FOR DEDEAT

- To ensure that procured services are tailored to satisfy the needs and requirements of the Department.
- To ensure that all travel, accommodation, venues and conference facilities arrangements are only for official purposes and in the best interest of the department.
- To ensure high quality travel agency services on 24-hour a day, seven days a week for the duration of the contract.
- To ensure the best possible discounts on the procurement of the air tickets and accommodation including the accumulation of travel and accommodation points.
- To ensure the empowerment of the Eastern Cape travel and tourism industry.

The department's requirement for domestic or international travel and accommodation covers the following in total or in part countrywide and worldwide.

3.1 AIR TRAVEL

- Booking or arranging and amending air travel bookings through available branch offices and agencies situated inside or outside South Africa.
- Negotiating discounts on standard tariffs for air travel with all available airline companies.
- Negotiating & Manage travel incentives on accumulated rewards with all available airlines.
- Arrange lounge access at the airports (both domestic and international) when the need arises.
- All air tickets must be flexible.
- Ensure that luggage for travellers is paid for.

3.2 VEHICLE RENTAL

- Negotiating discounts on standard rates or reduced rates with all available car rental companies on behalf of the department.
- All rental vehicles must have unlimited kilometres.
- Where petrol card is used, only the usage must be charged, and the remainder must be credited to the department.
- Ensure that all petrol cards are always activated to avoid any inconvenience.

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- The State shall bear its own damage and accident risks related to the material damage to a vehicle (Institutional vehicle or rental vehicle). The state will bear its own damages and accident risks and be responsible for all claims and losses of state property where these arise from state activities by an official.
- Not all the vehicle must come with the petrol card and this can be arranged on request.
- In the event of short distance or shorter period, limited km shall be applied in hiring of vehicles and in the event of long distance or longer period unlimited km must be arranged.

3.3 SHUTTLE OR CHAUFFER SERVICES

- Booking vehicles with the services of a driver, through nominated SMME shuttle and chauffer suppliers.
- Negotiating discounts on standard rates with all available suppliers on behalf of the Department if no nominated SMME shuttle and chauffer suppliers are available.

3.4 ACCOMMODATION

- Planning and booking for accommodation services, through nominated SMME accommodation suppliers, or available hotels and accommodation suppliers.
- Negotiating discounts on standard rates with all available hotels and accommodation on behalf of the Department.
- Negotiating & Manage incentives and accumulated rewards with Hotel Groups where applicable.
- All accommodation arrangement must be in line with National Treasury Instruction No 04 of 2017/2018 as amended.

3.5 PARKING FACILITIES / VALET PARKING

- Arranging parking facilities or valet parking at the airports, for the officials. Support Departments in securing term agreements for parking suppliers or valet parking service providers.
- Negotiate discounts on tariffs or reduced tariffs with all available parking concerns, on behalf of the department.
- Manage pool vehicles located at designated airports for the use by officials (*If and when placed there*).

3.6 CONFERENCING, REGISTRATION, VENUES AND FACILITIES

- Arranging for hiring of venues, facilities and catering as and when required by the Department.
- Negotiating discounts on standard rates with all available hotel groups or conferencing suppliers on behalf of the Department.
- Provide registration of conferences, seminars and workshops.

3.7 ROAD TRANSPORT SERVICES

- Arrange for road worthy public transport for transporting of communities.
- Ensure indemnity forms are completed before departure.
- Negotiate discount
- Use of local service providers.

3.8 ADMINISTRATIVE SERVICES

- Provide a dedicated service with the necessary information technology systems, onsite at the Department premises where the Department volumes justify (Department will provide accommodation, furniture and connectivity in this case). Be able to fax, e-mail or send short message service (SMS) in respect of the itinerary and/or booking confirmations throughout the end-user and the department (Bidders must confirm this capacity in writing in the bid document).
- Provide dedicated customer care/contact centre programme catering for after-hour services at no extra cost.
- Maintain database of employee/traveller profiles
- Facilitate process of arranging travel documentation required for international trips.
- Prepare monthly reporting, as prescribed by Department (*See annexure A for more detail*).

NB: Bidders are required to submit together with their bids, proof that they have the necessary infrastructure and resources, including offices and number of personnel and equipment for the duration of the contract, to render the services outlined above.

Failure to provide proof and/or demonstrate ability to provide any of the above may result in a bidder being disqualified.

The key personnel assigned to the project shall render services as required by the contract only.

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4.8 VALUE ADDED SERVICES

- Supply an online facility where employees can view their travel itineraries, make bookings and cancel bookings.
- Provide visa and passport support service. & foreign exchange support services when necessary.

3.9 PAYMENTS & BILLING

- The travel agent presents the Department with a statement every month supported by source documents (invoices relating to orders generated) as stipulated by the Department from time to time.
- Invoices must be submitted on weekly basis to the department
- The Department to pay invoices presented within 30 days from date of receipt.
- Group bookings must be invoiced as bulk.
- Service fee will be charged per order issued.
- Service fees must not exceed 8 percent and must in line with service rendered (eg group bookings must be charged as such)

4 METHODOLOGY & RISK MITIGATION

- As part of the submission the bidder must provide a methodology and risk mitigating proposal that separately covers the following specific matters:
- Alignment of travel arrangements to meet Department needs in terms of customer policies and procedures.
- Arrangement of bookings with both conventional and non-conventional accommodation establishments.
- Provide consolidated bill back facility for air-travel, ground transport and hotel accommodation need and requirements.
- Negotiate best rates/deals/discounts with travel partners on behalf of Department, manage and track savings and report in terms of Department requirements.
- Establish and deploy an appropriate customer relationship management strategy and plan.

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Empowerment plan looking at developing SMME suppliers (Accommodation suppliers) in the province.

- (i) Corporate Social Investment Plan focusing on the management and application of any rebates and loyalty points that accrue to the travel agent for the purposes of corporate social investments (focusing on developing the youth and orphans)

5 MANDATORY REQUIREMENTS

- Complete and signed SBD 4 (declaration of interest);
- Resolution authorizing a particular person to sign the bid documents;
- Letter of good standing from the bank or a bank rating of C with a minimum of one (R1) million positive balance.

6 BID PROCESS: PRE-QUALIFICATION

The bid process will be evaluation stage where the functionality / quality of bids will be assessed. All bidders' / service providers will provide a list of three (3) references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. **Shortlisted bidders' / service providers may be expected to make a presentation where they will demonstrate similar previous work.**

Criteria	Measure	Score	Max
Bidders past or current experience in managing travel and hospitality management services (Please provide proof in a client's letter head with contactable reference)	Less than two years	1	30
	More than two years but less than five years' experience	3	
	Five or more years' experience	5	
	Deliverables not covered	1	30

TRAVEL MANAGEMENT SERVICES FOR DEDEAT

Detailed project plan on how the services will be manage, this should cover all deliverables mention in 1.2	All deliverables partial covered (at least 3 objectives)	3	
	All deliverable covered in detailed	5	
Functions within the entity or organization. <i>Attach the organogram & job descriptions of managers</i>	Information Technology	2	10
	Financial Administration		
	Operations Management	If all three measures are covered score 5	
Systems (<i>Letter stating system used, from company self or service provider</i>)	3 rd Party System	2	10
	In House System (No Web Access)	3	
	Web Based System with customer able to access	5	
Methodology & Risk Mitigation (Written presentations on addressing the following matters) If the presentation covers all measures indicated the following	Alignment of travel arrangements to meet Department needs in terms of customer policies and procedures.	1	20
	Arrangement of bookings with both conventional and non-conventional accommodation establishments.		
	Provide consolidated bill back facility for air-travel, ground transport and hotel accommodation need and requirements.	Only if it covers the above two including these two areas. Score 3	
	Negotiate best rates/deals/discounts/with travel partners on behalf of Department, manage and track savings and report in terms of Department requirements.		
	Establish and deploy an appropriate customer relationship management strategy and plan.	Only if covers all 7 area as indicated Score 5	
	Empowerment plan looking at developing SMME suppliers (Accommodation suppliers) in the province.		
	Corporate Social Investment Plan focusing on the management and application of any rebates and loyalty points that accrue to the travel agent for the purposes of corporate social investments (Focusing on developing the youth and orphans)		
Maximum score			100

Bidders will be evaluated on a 5-point scale where 1= Weak; 2= Average; 3= Good; 4= Very good; and 5= Excellent. Bidders will be required to obtain at least **80% or Points** in order to qualify for the final evaluation stage.

7 BID PROCESS: POST-QUALIFICATION

In terms of the revised Preferential Procurement Regulations 2022, the department will utilize the following specific goals as required by section 2 (1) (d) of the Preferential Procurement Policy Framework Act:

(a) Historical Disadvantaged Individuals (HDI): see details below:

To enforce their implementation of RDP goals and ensure local economic development for procurement, DEDEAT shall allocate preference points to any of the following categories:

- HDI black people
- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape Province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are military veterans

Bids shall be evaluated on the 80/20 principle. Preference points may be allocated as per the below table:

Specific Goals	Allocations of points
HDI women	5%
HDI with disabilities (attach medical evidence)	5%
HDI youth	5%
HDI living in the Eastern Cape Province	5%

8 TERMS AND CONDITIONS

The following terms and conditions must strictly be adhered to by all bidders:

- (i) Bidders must submit their financial proposals on a fixed rate per booking (See Annexure C) for the 12 (twelve) months, annual adjustments will be allowed using the CPI Price Index as guide.

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- (ii) Any additional cost may be listed separately, but it must be noted the Department retains the right to ignore fees, or if it relates to the specified services declare the bid unresponsive, since it is not included in the respective pricing schedules.
- 8.1 Bidders must submit their bid proposals by signing all relevant fields of the bid documents and submit all documents required documents.
- 8.2 In addition to the above, bidders are required to provide documentary proof of the following:
 - (i) Foreign exchange support services (copies of foreign transactions undertaken, or proof of international travels arranged to be attached).
 - (ii) Centralised Supplier Database (CSD) summary report
 - (iii) Letter of good standing from the bank or a bank rating of C with a minimum of one (R1) million.
- 8.3 Failure to submit the prescribed documentation may lead to the bid being considered non-responsive and subsequently rejected/not considered.
- 8.4 Bid Closure and Briefing Session
 - (i) There will be a compulsory Briefing Session due
 - (ii) All enquiries must be directed to the officials as indicated on the tender data/adverts.
 - (iii) The closing date, time and address will be specified on the tender advert
- 8.5. DEDEAT reserves the right to invite shortlisted companies to present their bid proposals for final decision.
- 8.6. DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid
- 8.7. The successful bidder must assign a dedicated Project Manager for the duration of the project.
- 8.8. Preferential Procurement Regulation, 2022 shall apply; submissions will be evaluated according to the provisions of that regulation;
- 8.9. The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004).

9 RETURNABLE DOCUMENTS & REQUIREMENTS

The Bidder must complete the following returnable documents and meet the requirements as part of the prequalification criteria, failing to submit these documents will lead to disqualification:

Documents	Conditions
Resolution authorizing a particular person to sign the bid documents	
SBD 1 (invitation to bid)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim)	
Proof of CSD	

All enquiries concerning this bid should be directed to the:

Department of Economic Development Environmental Affairs and Tourism
 Mr Vuyani Balman or Hlokoma Mtshotshisa
 Supply Chain Management Unit
 Cell: 079 884 3963 or 072 045 8528
 Tel: 043 605 7191

Email Address: vuyani.balman@dedea.gov.za or hlokoma.mtshotshisa@dedea.gov.za

Annexure A

CODE OF CONDUCT FOR BIDDERS

- 1 The primary aim of this Code of Conduct is to ensure that the Department receives the best possible service from bidder.
- 2 This Code is designed to regulate the activities between bidder and the Department.
- 3 The General Principles of the Code of Conduct are:
 - 4
 - 3.1 Bidder shall conduct their business in a manner which maintains and enhances their good standing.
 - 3.2 Bidder shall comply with all relevant statutory requirements.
- 4 General Conduct of Bidder:
 - 4.1 Bidder shall maintain a high standard of service to the Department.
 - 4.2 Bidder shall be honest and accurate when providing information in any form about their services and prices.
 - 4.3 Bidder shall make every effort to ensure that the travel arrangements procured are to Department's requirements.
 - 4.4 Bidder must always put the interests of the Department's first and not allow any preferred partnership or relationship with a supplier to interfere with these interests.
 - 4.5 Bidder shall respect the confidentiality of each transaction and must not disclose any information regarding the transaction to any other person or any other entity, unless required to do so by law.
 - 4.6 Bidder must cooperate with any inquiry conducted to facilitate resolution of a dispute.
 - 4.7 Bidder must provide all services as stated in their bid document and/or services level agreement (SLA).
5. Booking Procedures and Travel Documents:
 - 5.1 Bidder shall ensure that the Department has access to all booking and other conditions applicable to their travel arrangements before a booking contract is signed or agreed to.
 - 5.2 Bidder shall provide all booking conditions that apply to the transaction.
 - 5.3 Bidder shall ensure that they pass on to the Department all relevant confirmations and documentation from any third party intended for the Department.

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- 5.4 Bidder shall make available details about terms and conditions of any travel service or product, including cancellation and service fee obligations, before accepting payment for a booking, or before a booking contract is signed, or before a booking is accepted
 - 5.5 Bidder shall promptly advise the Department of any change in itinerary, services, features or price. If substantial changes are made the Department shall be entitled to cancel without penalty, unless otherwise stated in the terms and conditions of a third-party service provider.
 - 5.6 Bidder shall within 7 (seven) working days of receipt of the documentation or a request for a refund, submit any refund, documentation or requests to the Department.
 - 5.7 Bidders shall remit any of the undisputed funds under their control within 7 (seven) working days to the Department in respect of refunds.
 - 5.8 If a delay in providing the funds is experienced, reasons must be given to the Department, within 48 hours of discovering the delay.
6. Passport, Visa and Health Documentation:
- 6.1 Bidder shall inform the Department when health, visa and passport documentation may be required for a journey, and when the acquiring of valid documentation is the responsibility of the Department
 - 6.2 Bidder must advise the Department of passport, visa, health and other entry and transit documents required for the journey. Such information or assistance must be provided within sufficient time for the Department to obtain such documentation, or at the time of booking.
7. Insurance:
- Bidder shall draw the Department's attention to the availability of insurance cover for the travel, whenever applicable, and shall provide information and assistance when requested to do so.
8. Disputes:
- In the event of a dispute between a bidder and the Department, all correspondence and actions should be dealt with in terms of the bid document or SLA.
9. Conduct between bidder, Department and third parties:

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- 9.1 Bidder shall at all times represent the Department fairly and accurately in any dealings with third parties
- 9.2 The bidder shall check for accuracy surrounding the booking details of all documentation received from third parties before handing such documents over to the Department.
- 9.3 Bidder shall settle all debts legally due, without delay and within any period agreed to with the Department or any third party

Signature

Date

Full Names: _____

Duly authorized to represent:

(Name of bidder)

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Annexure B

Reporting

1. Minimum information on report will be the following:

Ref	Field	Information
1.	Department	Name
2.	Cost Centre	Number
3.	Booking Ref	Number
4.	Name of traveler	Name
5.	Surname of traveler	Name
6.	ID Number of Traveler	Number
7.	Frequent Flier Number of travelers	Number
8.	Date of service Departure	Date
9.	Date of service Return	Date
10.	Nature of service (Flight, Car Rental, Shuttle/Chauffeur, Accommodation, Parking, Venue, Penalties)	Name
11.	Reason for Trip (As per travel request)	Text
12.	Quoted amount	Amount
13.	Quoted date	Date
14.	Approved by authorized signatory Name	Name
15.	Approved by authorized signatory Date	Date
16.	Committed amount	Amount
17.	Committed date	Date
18.	Additional Cost not authorized (Penalties, Upgrades, etc.)	Amount
19.	Reason for additional cost	Text
20.	Additional cost approved by authorized signatory name	Name
21.	Additional cost approved by authorized signatory date	Date
22.	Total actual to be billed	Amount
23.	Billing date	Date
24.	Payment Due Date	Date
25.	Total Paid to date	Amount
26.	Last Payment received date	Date
27.	Amount outstanding	Amount
28.	Most expensive standard tariff in specific class of travel	Amount
29.	Amount saved in relation to most expensive standard tariff in specific class of travel	Amount
30.	Rebates or Commissions generated	Amount

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2. Per Expenditure Type Report

The Department requires the following details to be reflected in the monthly submitted management reports. The format indicated is for air travel, but similar reports can be requested for accommodation, car rental and/or any other service specified in this tender:

Ref	Field	Information
1.	Department	Name
2.	Cost Centre	Number
3.	Booking Ref	Number
4.	Date of travel	Date
5.	Passenger's particulars	Name
6.	Airline utilized	Name
7.	Cost relating to airport taxes or excess luggage	Amount
8.	Cost of air travel	Amount
9.	Normal fare	Amount
10.	Actual fare expenditure	Amount
11.	Total amount spent for specific month	Amount
12.	Total amount saved for the specific month	Amount
13.	Authorization number/Alpha code	Number
14.	Service provider	Name

3. Management Reports

The Department requires that summaries for the whole Department concerning its respective Directorates/Business Units be reflected in monthly submitted management reports. The information is to reflect the following (List not exhaustive):

- (i) Total amount spent per service type (Air travel, Accommodation, etc.) used for the specific month.
- (ii) Total amount spent for the specific month
- (iii) Total amount saved for the specific month
- (iv) Total accumulative amount spent per airline used for the specific quarter
- (v) Total percentage of saving for the specific quarter.
- (vi) Billing Reports, indicating ordered and unordered billing
- (vii) Billing reports, indicating paid and unpaid invoices (Debtors aging)

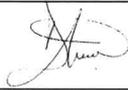
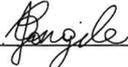
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Management reports on detailed expenses incurred per month for each service must be submitted to the Department within seven (7) days of the following month for monitoring and audit purposes.

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8. APPROVAL OF TERMS OF REFERENCE

	Mr. VB BALMAN MANAGER: SCM	MR. D KENTANE BID SPEC COMMITTEE	Ms. S JONGILE CFO	Ms. M MAMA HOD
	Compiler/ developer	Recommended/ Not Recommended	Recommended/ Not Recommended	Approved/ Not Approved
COMMENT(S)				
SIGNATURE				
DATE	17/09/2023	21 September 2023	26/10/2023	02/11/2023



Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS AND TOURISM

P/Bag X0054, BHISHO
South Africa, 5605
Phone: +27 (43) 6057316
Fax: +27 (43) 605 7175
Web: www.dedea.gov.za

SERVICE DESCRIPTION	Estimated Number of Trip (This is just an estimate)	SERVICE TYPE	SERVICE FEE	TOTAL INCL VAT
AIR TRAVEL				
Nett Fares - Domestic	250	Per order		R
- Regional	300	Per order		R
-International (single sector)	30	Per order		R
-International (multi sector)	10	Per order		R
Excess baggage	70kg	Per order		R
Charter Flights		Per reservation		R
ACCOMMODATION				
Reservations - Domestic	250	Per order		R
- Regional	300	Per order		R
- International	60	Per order		R
CAR RENTAL				
Reservation - Domestic	300	Per order		R
SHUTTLE SERVICES				
Transfer / shuttle / chauffeur reservations - Domestic		Per order		R
Group Transport Booking (10- 20 people) - Domestic		Per order		R
Group Transport Booking (21 - 40 people) Domestic		Per order		R
Transfer / shuttle / chauffeur reservations - International				
Group Transport Booking (10 - 20 people) - International				
Group Transport Booking (21 - 40 people) - International				
AIRPORT PARKING				
Airport parking reservations		Per order		R
OTHER SERVICES				
After-hours reservations / amendments (Please substantiate your charge if applicable)		Per order		R
Travel Insurance (for regional and international trips)		Per person		R
Vaccination (for regional and international trips)		Per person per order		R
Coach & Rail (Train tickets) Reservations		Per person		R
Commercial Bus Reservations (Bus tickets)		Per ticket		R
Shipping & Boat Ferry Reservations		Per person		R
Conveyance of vehicle by rail		Per order		R
Foreign exchange		Per person		R
Visa application		Per person		R
Events entertainment musician / artist		Per order		R
Interpreters / Motivational Speakers		Per order		R
CONFERENCE / WORKSHOP BOOKINGS				
Conference / Workshop (1 - 20 people)	80	Per order		R
Conference / Workshop (21 - 50 people)	50	Per order		R
Conference / Workshop (51 - 200 people)		Per order		R
Conference / Event (201 - 500 people)	50	Per order		R
Conference / Event (501 - 1000 people)	50	Per order		R
Conference / Event (> 1001 people)	40	Per order		R
Total Price Schedule				R
Prices must be in Rands and not Percentages.				
Transfer the Total Price Schedule amount over to the SBD 3.3 Form, this will be used for evaluation purpose only and your service fee charged during the life of this contract will be evaluated against this price list.				