



**Request for proposals for the appointment of service providers to provide travel management services to AgriSETA for a period of three (3) years.**

---

**Closing date and time: 16 January 2024 at 11:00am**

**Bid validity period: 120 days.**

**Bid number: AgriSETA/2023/ 10**

**Tender box address:**

**AgriSETA house at reception  
529 Belvedere Street, Arcadia, 0083  
P O box 23378, Gezina, 0031  
TEL: 012 301 5600**

**Emailed bids will not be accepted.**

**Website: [www.agriseta.co.za](http://www.agriseta.co.za).**

## 1. INTRODUCTION

AgriSETA is listed under Schedule 3 Part A of the PFMA as a public entity. Enabling a skilled and prosperous Agricultural sector. The entity is enacted through the Skills Development Act of 1997 Chapter 3, Section 9

Various Legislations are also applicable in the business operations of the SETA, such as the following:

- Higher Education Act, 1997 (Act No. 101 of 1997) (HE Act)
- National Student Financial Aid Scheme Act, 1999 (Act No. 56 of 1999) (NSFAS Act)
- National Qualifications Framework Act, 2008 (Act No. 67 of 2008) (NQF Act)
- Skills Development Levies Act, 1999 (Act No. 9 of 1999) (SDL Act)
- Public Finance Management Act
- All related Regulations of this Acts
- National Treasury Regulations
- National Treasury Frameworks for Strategic Plans (SP) and Annual Performance Plans (APP)

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to AgriSETA.

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

This RFP does not constitute an offer to do business with AgriSETA 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., 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

**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.

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

**Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.

**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.

**g-Commerce** refers to the Government's buy-site for transversal contracts.

**International travel** refers to travel outside the borders of the Republic of South Africa.

**Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.

**Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc.).

**Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground 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, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

**Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.

**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 TMC. These fees include visa fees and courier fees.

**Transaction Fee/ Service 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 a government official, consultant or contractor travelling on official business on behalf of Government.

**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 Travel Management Company (TMC) consultant on behalf of the Traveller, e.g., the personal assistant of the traveller.

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

**Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or 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 AGRISSETA 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. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.3. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.4. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

#### 4.2. **Technical Legislation and/or Standards**

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

### 5. **BRIEFING SESSION**

There will be no briefing session for this tender.

### 6. **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:

<b>Activity</b>	<b>Due Date</b>
Advertisement of bid on Government e-tender portal and AgriSETA website	24 November 2023
Bid closing date	16 January 2024 at 11:00am
Notice to bidder(s)	AgriSETA 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 AgriSETA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of AgriSETA 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 AgriSETA extends the deadline for bid submission (the closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 7. CONTACT AND COMMUNICATION

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Tebogo Mapitsing via email **quotations@AgriSETA.co.za** and/or 012 301 5678. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated office of AgriSETA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for AgriSETA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and AgriSETA must be done in writing to the provided email address.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, AgriSETA 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. AgriSETA and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 7.6. 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 AgriSETA (other than minor clerical matters), the Bidder(s) must promptly notify AgriSETA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford AgriSETA an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by AgriSETA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidders) 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.

## **8. 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).

## **9. 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.

## **10. FRONTING**

- 10.1. 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.
- 10.2. 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 AgriSETA may have against the Bidder / contractor concerned.

## **11. SUPPLIER DUE DILIGENCE**

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

## 12. SUBMISSION OF PROPOSALS

12.1. Bidders must submit one (1) original, two (2) copies and one (1) soft copy (in a memory stick) of their bid proposal. Price Proposals must be submitted separately from the technical proposal for the attention of:

Name: SCM Manager <b>Email: quotations@AgriSETA.co.za</b> Physical Address: AgriSETA Offices No: 529 Belvedere Street Arcadia Pretoria 0001
---

12.2. Bid documents will only be considered if received by AgriSETA before the closing date and time, regardless of the method used to send or deliver such documents to AgriSETA.

12.3. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file should be submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & SPECIFIC GOALS)
<b>Exhibit 1:</b> Pre-qualification documents (Refer to Section 16.1 - Phase 1: Pre-qualification Criteria (Table 1))	<b>Exhibit 1:</b> Pricing Schedule (Refer to Pricing Model on Annexure A2 – Pricing Submission) <b>Bidders must adhere to the following conditions when completing the pricing schedule:</b> 1. Bidders must complete pricing model on Annexure A2 2. <b>Where the bidder is not charging any cost for an item, a value of zero (0) must be indicated on the pricing model</b>
<b>Exhibit 2:</b> <ul style="list-style-type: none"><li>Technical Responses and Bidder Compliance Checklist for Technical Evaluation</li><li>Supporting documents for technical responses.</li></ul> <i>(Refer to Section 16.2 - Phase 2: Technical Evaluation Criteria and Annexure A1 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i>	

<b>Exhibit 3:</b>	
<ul style="list-style-type: none"> <li>• General Conditions of Contract (GCC)</li> </ul>	
<b>Exhibit 4:</b>	
<ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

12.4. Bidders are requested to initial each page of the tender document on the top right-hand corner.

### **13. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of 36 (thirty-six) months. AgriSETA may appoint three (03) service providers that may be utilized on a rotational basis or per department.

### **14. SCOPE OF WORK**

#### **14.1. Background**

AgriSETA currently uses **Travel with Flair (Pty) Ltd and Travel Touch (Pty) Ltd** to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a manual process. AgriSETA travel co-ordinator forwards the travel requisition to the travel management company for travel booking.

AgriSETA's primary objective in issuing this RFP is to enter into agreement with three (3) successful bidder(s) who will achieve the following:

- a) Provide AgriSETA with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction both local, regional, and international in line with the service levels for a period of 36 Months.
- b) Achieve significant cost savings for AgriSETA without any degradation in the services.
- c) Appropriately contain AgriSETA's risk and traveller risk.

#### **14.2. Travel Volumes**

The current AgriSETA's total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions from 2020 to date.

2020 to date as follows:

<b>Service Category</b>	<b>Estimated number of Transaction</b>	<b>Expenditure till to date</b>
Air Travel -Domestic	558	R 2 480 641,16
Air Travel-Regional/ International	9	R 201,103,44
Car Rental-Domestic	314	R 1 211 847,44
Accommodation -International	3	R 69,575.94
Accommodation- Domestic	562	R 2 459 407,93
Transfers; shuttle Domestic	203	R 353,460,00
Transfer: international	3	R 6 612.30
Insurance	3	R 1 350,00
Conference /Events	89	R 3 627 098,21
After hours	22	R 3 840,00
Airport parking	1	R -
Re- issue of tickets	23	R 3 105,00
<b>Estimate Expenditure</b>		<b>R 10 418 041,40</b>

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

#### **14.3. Service Requirements**

##### **14.3.1. General**

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

- a. The travel services will be provided to all Travellers travelling on behalf of AgriSETA locally and internationally. This will include employees and Board members. Subsector committees, consultants and clients where the agreement is that AgriSETA is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 14.3.6.
- c. Familiarisation with current travel suppliers and negotiated agreements that are in place between AgriSETA and third parties. Assist with further negotiations for better deals with travel service providers.

- d. Familiarisation and understanding of **AgriSETA Travel Policy and Procedure** and implementations of controls to ensure compliance.
- e. 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.
- f. Provide a facility for AgriSETA to update their travellers' profiles.
- g. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- j. Provide the reference letters from at least five (5) contactable existing/recent clients (within past 5 years).
- k. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

#### **14.3.2. Reservations**

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via SMS, and or email format.
- b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. book the negotiated discounted fares and rates where possible.

- f. 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.
- g. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g., for meetings, conferences, events, Incentives (MICE) etc.)
- i. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- j. advise the Traveller of all visa and inoculation requirements well in advance.
- k. assist with the issuing of travel insurance for international trips where required.
- l. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- n. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- o. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by AgriSETA are **non-commissionable**, where commissions are earned for AgriSETA bookings all these commissions should be returned to AgriSETA on a quarterly basis.
- q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by AgriSETA.
- r. Timeous (within 14 of travel days of travel) submission of proof that services have been satisfactorily delivered (invoices) as per AGRISSETA's instructions.

#### 14.3.3. **Air Travel**

- a. The TMC must be able to book full-service carriers as well as low-cost carriers.
- b. The TMC will book the most cost-effective airfares possible for domestic travel.

- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Travel booker and Travel Co-ordinator.
- 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 format) to the traveller(s) and travel bookers promptly after booking before the date of departure.
- g. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- h. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- i. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

#### 14.3.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with AgriSETA's travel policy.
- d. AgriSETA's travellers may only stay at accommodation establishments with which National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or AgriSETA

- e. Accommodation vouchers must be issued to all AgriSETA's travellers for accommodation bookings and must be invoiced to AgriSETA's as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

#### **14.3.5. Car Rental and Shuttle Services**

- a. The TMC will book the approved category vehicle in accordance with the AgriSETA Travel Policy with the appointed car rental service provider 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 TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the AgriSETA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the AgriSETA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

#### **14.3.6. After Hours and Emergency Services**

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

- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services (17:00pm – 8:00 am) must be provided from Monday to Friday outside the official hours (8:00 am to 17:00pm) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

#### 14.4. Communication

- 14.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of AgriSETA.
- 14.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 14.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

#### 14.5. Financial Management

- 14.5.1. The TMC must implement the rates negotiated by AgriSETA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 14.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to AgriSETA for payment within the agreed time period.
- 14.5.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 14.5.4. The TMC will be required to offer a **30-day** bill-back account facility to AgriSETA. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices AgriSETA for the services rendered. **No lodge card will be issued to the TMC.**

- 14.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 14.5.6. Consolidate Travel Supplier bill-back invoices.
- 14.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to AgriSETA's Financial Department for payment within 30 days. This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report.
- 14.5.8. Ensure Travel Supplier accounts are settled timeously.

#### **14.6. Technology, Management Information and Reporting**

- 14.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 14.6.2. All management information and data input must be accurate and complete.
- 14.6.3. The TMC will be required to provide the AgriSETA 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.

The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- 14.6.4. Reports must be accurate, complete and be provided as per AgriSETA'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) and cost centres / projects.
- 14.6.5. AgriSETA may request the TMC to provide additional management reports.
- 14.6.6. Reports must be available in an electronic format for example Microsoft Excel.
- 14.6.7. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

- i. Travel
  - a) After hours' Report.
  - b) Compliments and complaints.
  - c) Consultant Productivity Report.

- d) Long term accommodation and car rental.
- e) Extension of business travel to include leisure.
- f) Upgrade of class of travel (air, accommodation and ground transportation).

ii. Finance

- a) Creditor's ageing report.
- b) No show reports.
- c) Cancellation report.
- d) Refund Log.
- e) Open voucher report, and

14.6.8. The TMC 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.

**14.7. Account Management**

- 14.7.1. An Account Management structure should be put in place to respond to the needs and requirements of the AgriSETA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 14.7.2. The TMC must appoint a dedicated Accountant or Business Manager that is ultimately responsible for the management of the AgriSETA's account.
- 14.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 14.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 14.7.5. Ensure that AgriSETA's Travel Policy is enforced.
- 14.7.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 14.7.7. Ensure that workshops/training are provided to Travellers and/or Travel Bookers
- 14.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

**14.8. Value Added Services**

The TMC must provide the following value-added services:

- 14.8.1. Destination information for regional and international destinations:

- i. Health warnings.
- ii. Weather forecasts.
- iii. Places of interest.
- iv. Visa information.
- v. Travel alerts.
- 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

14.8.2. Electronic voucher retrieval via web and smart phones.

14.8.3. SMS notifications for travel confirmations.

14.8.4. Travel audits.

14.8.5. Global Travel Risk Management.

14.8.6. VIP services for Executives that include but is not limited to check-in support.

**14.9. Cost Management**

14.9.1. The National Treasury cost containment initiative and the AgriSETA's Travel Policy is establishing a basis for a cost savings culture.

14.9.2. It is the obligation of the TMC Consultant 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 TMC 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 TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with AgriSETA'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 business.

#### **14.10. Quarterly and Annual Travel Reviews**

14.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all AgriSETA's travel activity in the previous three-month period. These reviews are comprehensive and presented to AgriSETA's Procurement and Finance teams as part of the performance management reviews based on the service levels.

#### **14.11. Office Management**

14.11.1. The TMC to ensure high quality service to be delivered at all times to the AgriSETA's travellers. The TMC is required to provide AgriSETA with highly skilled and qualified human resources.

### **15. PRICING MODEL**

AGRISSETA requires bidders to quote on transactional fee model.

#### **15.1. Transaction Fees**

##### **Refer Annexure A2: 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 and not a percentage of the value or cost of the service provided by third party service providers.

- i. Off-site option (**Template 1**)

#### **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 providers.
- ii. No override commissions earned through AGRISSETA reservations will be paid to the TMCs;
- iii. An open book policy will apply, and any commissions earned through the AGRISSETA volumes will be reimbursed to AgriSETA
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

## 16. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Phase1)	Technical Evaluation Criteria (Phase 2)	Price and Specific goals Evaluation (Phase 3)
Bidders must submit all documents as outlined in paragraph 16.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Phase 2.	Bidder(s) are required to achieve a minimum of <b>75 points</b> out of 100 points to proceed to Phase 3 (Price and Specific goals).	Bidder(s) will be evaluated out of 100 points and Phase 3 will only apply to bidder(s) who have met and exceeded the threshold of 75 points.

### 16.1. Phase: Pre-qualification Criteria

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

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

<b>Document that must be submitted</b>	<b>Non-submission may result in disqualification?</b>	
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied SBD1 form
<b>Tax Status Tax Clearance Certificate – And Tax Status Pin</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status.</li> <li>ii. CSD verification outcome will take precedence.</li> </ul>
<b>Bidder's Disclosure – SBD 4</b>	<b>YES</b>	Complete and sign the supplied document
<b>Preference Point Claim Form – SBD 6.1</b>	<b>NO</b>	Failure on the part of a bidder 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
<b>Bidder Compliance form for Functional Evaluation (refer to Annexure A1)</b>	<b>YES</b>	Complete and sign
<b>Registration on Central Supplier Database (CSD)</b>	<b>YES</b>	<p>The Travel Management Company (TMC) 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.</p> <p><b>Submit CSD report with a tax compliant status.</b></p>
<b>IATA License and ASATA Certificate</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>i. Bidders are required to submit their International Air Transport Association (IATA) licence/certificate (<b>certified copy</b>) at closing date.</li> <li>ii. Where a bidding company is using a 3rd party IATA licence, proof of signed contractual agreement by both parties must be attached and copy of the certificate to that effect at closing date.</li> <li>iii. Bidders are required to submit their Association of South Africa Travel Agency (ASATA) certificate (<b>certified copy</b>) at closing date.</li> </ul>
<b>Pricing Schedule</b>	<b>YES</b>	Bidders are encouraged to submit full details of the pricing proposal as per <b>Annexure A2 and on excel spreadsheet in a separate envelope</b>

## 16.2. Phase 2: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A1** for detailed information.

Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) will be evaluated in Phase 1 for functionality. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of **75 points on functionality**.
- ii. The overall combined score must be equal to or above **75 points** to proceed to Phase 3 for Price and specific goals evaluations.

As part of due diligence, AgriSETA may conduct a site visit to a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at AgriSETA's sole discretion.

## 17. COMPANY EXPERIENCE

The service provider must have a reputable operational experience in conducting the similar service.

The service provider must provide a minimum of **5 signed reference letters** on the business letterhead. The reference letters must indicate the period, and services rendered as proof, that they have facilitated a similar project successfully.

The service provider must produce the ISATA certificate and IATA license.

Failure to attach the IATA license and ISATA certificate will result in your bid being eliminated.

## 18. DETERMINATION OF SCORE FOR FUNCTIONALITY

The functionality calculation will be done based on the defined criteria and weighting thereof as stated below:

SCALE LEVEL DESCRIPTIONS	RATING
No relevant response or information given to enable evaluation	0
<b>Very poor</b> response based on expected standard	1
<b>Poor</b> response based on expected standard	2
<b>Average</b> response based on expected standard	3
<b>Good</b> response based on expected standard	4
<b>Excellent</b> response based on expected standard	5

The following evaluation method will be used:

- After the closing date, an appointed evaluation committee of AgriSETA officials and possibly other external parties will evaluate the proposals of the bidders.
- The committee will individually evaluate each of the proposals received against the criteria provided for on SBD6.1 attached to this tender document.

All proposals submitted will be evaluated on three categories:

- Pre-qualification Criteria
- Functionality (technical content)
- Price and specific goals

Bids will be evaluated using the 80/20 split. The 80/20 preference points system applies for acquisition of goods or services for Rand value equal or above R2 000 and up to R50 million.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 75 points. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

Only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, 75 points will be used for price only and the 20 points will be used for specific goals. The points for price will be calculated in accordance with the formula prescribed in SBD 6.1 attached to this document.

## 19. CONDITIONS OF THE CONTRACT

- The requirement for content of the project proposal section below outlines the information that must be included in bid offers. **Failure to provide all or part of the information may result in your bid being excluded from the evaluation process.**
- AgriSETA may at its own discretion vary an instruction to include more work or to reduce the work.
- If any conflict of interest is discovered during the assignment, AgriSETA reserves the right to summarily cancel the agreement and demand that all the information, documents, and property of AgriSETA be returned forthwith.
- AgriSETA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.
- Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by AgriSETA.

- Bidders shall not issue any press release or other public announcement pertaining to the details of their project without the prior written approval of AgriSETA.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. AgriSETA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which AgriSETA is prepared to enter a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to AgriSETA together with its bid, duly signed by an authorized representative of the bidder.
- Bidders must be registered in the National Treasury Central Supplier Database (CSD) and must submit CSD report with a tax compliant status with their proposal.
- Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of AgriSETA.
- Disputes that may arise between AgriSETA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- The bidder must submit the total bid price inclusive of VAT and must be fixed for the duration of the contract. The price proposal must cover all the AgriSETA requirements in line with the scope of work, failure to meet this requirement will result in disqualification of the bidder. The Price submitted must be verified thoroughly by the bidder and will be used as a FINAL OFFER by the bidder.
- Once the Bid has been submitted to AgriSETA within the bidding period, the bidder will not be allowed to amend the Bid Price Offer.
- Completion of the Standard Bidding Documents below stated is mandatory, failure to do so will render your bid offer invalid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. AgriSETA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of

attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.

- The bidder must submit their bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. Competitors subcontracting to each other is prohibited and both bidders will be disqualified, except partners in a joint venture or consortium.
- Joint venture agreements pertaining to the bid in question must be attached and signed by both parties.
- Submit Company registration documents and Company Profile
- Bidders must complete section 4 of the AgriSETA SBD 6.1 attached to this bid document.
- Please complete and submit the following (as attached) with your bid proposal:
- Tax compliant CSD report/ tax pin
- SBD 4
- SBD 6.1
- SBD 3.1
- Evidence to be submitted by EME's/QSE's: A certificate issued by a registered auditor, accounting officer or an accredited verification agency, or sworn affidavit.
- The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certify ID copy of Directors or Shareholders. Including company profile.
- Bidders that wish to claim points for preferential procurement must do so by completing the relevant AgriSETA SBD6.1 form and provide necessary proof for points claimed when submitting their quotation/proposal/bid.
- In the event that a bidder did not complete the SBD 6.1 form, or they indicated that they do not wish to claim the preferential procurement the bidder is not disqualified. Such bidder will obtain points scored on price only and "0" for the preferential procurement.
- Debriefing of tender participants will open from the date in which the successful bidder(s) have been published and close after 30 days from the date of publishing the award.
- In case of a Joint Venture, a tenderer may not be awarded points for specific goals if both companies do not qualify for points for each specific goals. The highest points claimed between the two companies will be considered. Evidence as described in the SBD6.1 for points claimed must be submitted for each company in the Joint Venture.

## **20. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

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

- 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.
- seeks any assistance, other than assistance officially provided by AgriSETA, from any employee, advisor or other representative of AgriSETA in order to obtain any unlawful advantage in relation to Bid Invitation.
- makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of AgriSETA's officers, directors, employees, advisors or other representatives.
- 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 AgriSETA.
- 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 AgriSETA.
- has in the past engaged in any matter referred to above; or
- 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

**Annexure A1:**

Bidders must indicate their ability to execute as per criteria below on **Annexure A1** and Bidders must also complete the column and indicate reference in bidder's proposal.

**Annexure A2:**

Bidders are encouraged to submit full details of the pricing proposal as per Annexure A2 attached on this bid document and on the excel spreadsheet.

**ANNEXURE A1**

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	<b>DESKTOP EVALUATION</b>	<b>100</b>			
1	<b>GENERAL</b>	<b>15</b>			
1.1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. Transition plan= 5 points  No Transition plan= 0	5	Refer to par 14.3		
1.2	Provide reference letters to confirm similar work that has been executed from at least five (5) contactable existing/recent clients (within the past 5 years). The letter must include company name,	10			

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	<p>company letter head, contact details, duration of contract, a brief description of the services rendered.</p> <p>Letters that do not meet all the requirements will not be considered.</p> <p>5 compliant letters attached=5 points</p> <p>4 compliant letters attached= 4</p> <p>3 compliant letters attached= 3</p> <p>Anything less than 3 letters = 0</p>				
#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDERS'	COMMENTS

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
				<b>PROPOSAL</b>	
<b>2</b>	<b>RESERVATIONS</b>	<b>40</b>			
2.1	<p><b>Manage all reservations/ bookings.</b></p> <p>Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc.</p> <p>This should include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.</p>	15	Refer to par 14.3.2		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
2.2	<p><b>Manage group bookings.</b></p> <p>Describe your capabilities for handling group bookings (e.g., for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.</p>	10			
2.3	<p><b>Directly negotiated rates.</b></p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by AgriSETA are <b>non-commissionable</b>, where commissions are earned for AgriSETA bookings, all these commissions should be returned to AgriSETA on a quarterly basis.</p> <p>Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and</p>	5			

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	processing of the said negotiated rates.				
2.4	<p><b>After-hours and emergency services</b></p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveler(s).</p> <p>Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> <li>- how it is accessed by Travelers,</li> <li>- where it is located, centralized/ regionalized, in-country (owned)/ outsourced etc.</li> <li>- is it available 24/7/365?</li> <li>- Reminders to AgriSETA to process purchase orders within 24 hours to reduce queries on invoices</li> </ul>	10	Refer to par 14.3.6		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
3	COMMUNICATION	5	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
3.1	<p>Describe how you will ensure that travel bookers are informed of the travel booking processes.</p> <p>Describe your communication process where the traveler, travel coordinator/booker and travel management company will be linked in one smooth continuous workflow.</p>	5	Refer to par 14.4		
4	FINANCIAL MANAGEMENT	5	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
4.1	Describe how you will implement the negotiated rates and maximum allowable rates established either by AgriSETA or the National Treasury.	5	Refer to pa 14.5		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	<p>Describe how you will manage the 30-day bill-back account facility.</p> <p>Describe how pre-payments will be handled where it is required for smaller Bed &amp; Breakfast /Guest House facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to AgriSETA</p>				
5	<b>TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING</b>	5	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
5.1	Describe the proposed booking system e.g., Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT).	5	Refer to par 14.6		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	<p>Describe how travel consultants' access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates.</p> <p>Describe how you will manage data and management information such as traveler profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveler behavior, transaction level data, etc. (refer to the detail in <b>Section 14.6.4</b>)</p> <p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customized.</p> <p>Provide a description of all technology and reporting products proposed for AgriSETA.</p> <p>Can the TMC comply with the AgriSETA's monthly reporting requirement as prescribed by</p>				

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	National Treasury? See Monthly Reporting Template Prescribed by National Treasury Instruction No 7 of 2022/23.				
<b>6</b>	<b>ACCOUNT MANAGEMENT</b>	<b>10</b>	<b>REFERENCE IN BID DOCUMENT</b>	<b>REFERENCE IN BIDDERS' PROPOSAL</b>	<b>COMMENTS</b>
6.1	<p>Provide the proposed Account Management structure / organogram.</p> <p>Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.</p> <p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process?</p> <p>Please provide a detailed response indicating performance standards with respect to resolving service</p>	10	Refer to par 14.7		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	<p>issues. Complaint handling procedure must be submitted.</p> <p>What is in place to ensure that the AgriSETA's travel Policy is enforced.</p> <p>How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys?</p> <p>Indicate what workshops/training will be provided to Travelers and /or Travel Bookers.</p>				
7	<b>VALUE ADDED SERVICES</b>	<b>5</b>	<b>REFERENCE IN BID DOCUMENT</b>	<b>REFERENCE IN BIDDER'S PROPOSAL</b>	<b>COMMENTS</b>
7.1	Provide information on any value-added services your company can offer.	5	Refer to par 14.8		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<i><b>TO BE COMPLETED BY THE BIDDER</b></i>					
8	COST MANAGEMENT	5	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results?  Describe how you will assist AgriSETA to realize cost savings on annual travel spend.	5	Refer to par 14.9		
9	QUARTERLY AND ANNUAL TRAVEL REVIEWS	5	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
9.1	Provide a sample of a Quarterly and Annual review used for	5	Refer to par 14.10		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	performance management during the life cycle of the contract.				
10	OFFICE MANAGEMENT	5	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
10.1	<p>Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow.</p> <p>Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.</p> <p>Describe the type of training provided to travel agency personnel.</p> <p>Describe the forecasting system employed to staff operations in</p>	5	Refer to par 14.11		

A#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE IN BIDDER'S PROPOSAL	COMMENTS
<b><i>TO BE COMPLETED BY THE BIDDER</i></b>					
	response to volume changes owing to conferences, project-related volumes, etc.				

### BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that \_\_\_\_\_ (Bidder's Name) will: –

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

Signature\_\_\_\_\_

Date\_\_\_\_\_

*Print Name of Signatory:* \_\_\_\_\_

*Designation:* \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_ *(Bidding Company's Name)*

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	AGRISETA / 2023/10	CLOSING DATE:	16 JANUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE TRAVEL MANAGEMENT SERVICES TO AGRISSETA FOR A PERIOD OF THREE (3) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
AGRISETA HOUSE, 529 BELVEDERE STREET, ARCADIA 0083					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	TEBOGO MAPITSING		CONTACT PERSON	TEBOGO MAPITSING	
TELEPHONE NUMBER	012 301 5678		TELEPHONE NUMBER	012 301 5678	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA		E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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:

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
---------------------	-----------------

Closing Time 11:00	Closing date.....
--------------------	-------------------

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	---

---

- Required by: .....

- At: .....

.....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

---

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

**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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during

---

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

**SBD4**

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

## **SBD 6.1**

### **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:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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. FORMULA 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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: 80/20 preference point system is applicable)**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of SMMEs (Entities that are EME or QSE)	4	
Black ownership	8	
80% ownership by black women	4	
51% ownership by people with disabilities	2	
51% ownership by youth	2	

**Black ownership: 100% Black owned entities will score the full 8 points and between 51% - 99% black owned entities will score 4 points.**

#### **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 proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....



## PRICING SUBMISSION

**RFP NO:**

AGRISETA/2023/10

**RFP NAME:**

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL  
MANAGENET SERVICES TO AGRISSETA

**BIDDER NAME**

## PRICE INSTRUCTIONS

### 1. STRUCTURE OF THE TENDER

This spreadsheet for bid no :AGRISETA/2023/01 Travel Management Services, contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

### 2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

#### 2.1 *Tender submission format*

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

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

2.1.3 Bidders must complete and submit the templates attached ,which is/are  
*transactional fee model offsite*

2.1.4 Bidders must reference RFP/BID main document section 14.2 for current travel volumes.

#### 2.2 *Input spreadsheets*

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

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

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

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

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

#### 2.3 *Currency and VAT*

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

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

**TEMPLATE 1: TRANSACTION FEE MODEL**  
**OFF-SITE SERVICES**

RFP NO:

AGRISETA/2023/10

DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES TO AGRISSETA

BIDDER NAME

**1.1 TRANSACTION FEES**

ITEM	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
			Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	9		R	-		R	-
3	Air Travel – Domestic	558		R	-		R	-
4	Air Travel – International (Re-issue)	1		R	-		R	-
5	Air Travel – Domestic (Re-issue)	23		R	-		R	-
6	Refunds – Air Domestic	2		R	-		R	-
7	Refunds – Air International	1		R	-		R	-
8	Car Rental – Domestic	314		R	-		R	-
9	Car Rental – International	1		R	-		R	-
10	Transfers/Shuttle – Domestic	203		R	-		R	-
11	Transfers/Shuttle – International	1		R	-		R	-
12	Accommodation – Domestic	562		R	-		R	-
13	Accommodation – International	3		R	-		R	-
14	Bus/Coach Bookings	1		R	-		R	-
15	Train bookings – International	1		R	-		R	-
	Visa Assistance							
16	(Provision of documents and advice)	3		R	-		R	-
17	Courier services for travel documentation	1		R	-		R	-
18	SMS Notifications	15		R	-		R	-
19	Air-port parking	1		R	-		R	-
20	Cancellations	5		R	-		R	-
21	Changes to bookings/Re-issue of tickets	23		R	-		R	-
22	After Hours Services	22		R	-		R	-
23	Additional Ad-hoc Reports (per report)	1		R	-		R	-
24	Customised Reports (per report)	1		R	-		R	-
25	Debtors Account Reconciliation	1		R	-		R	-
26	Insurance	3		R	-		R	-
27	Conference/Events	89		R	-		R	-
28	Accommodation long stay	3		R	-		R	-
29	Other (Specify)			R	-		R	-
30	Other (Specify)			R	-		R	-
31	Other (Specify)			R	-		R	-
<b>Total</b>		1848		R	-		R	-
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	90,00%	0	Percentage Online	10,00%	0
<b>PRICE THAT WILL BE USED FOR EVALUATION PURPOSES</b>			<b>R</b>					<b>-</b>

**1.2 CONFERENCE TRANSACTION FEE**

Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee (as a % of the Total turnover of the event)		



<b>RFP NO:</b>	AGRISETA/2023/10
<b>RFP NAME:</b>	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES TO AGRISETA FOR A PERIOD OF 36 MONTHS
<b>BIDDER NAME</b>	

### Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the TOR Document, we offer to provide **OFF-SITE** travel management service to AgriSETA at the following total amounts (including VAT)

### Template 2: Transaction Fee (Off-Site)

<b>R</b>	-	<b>(incl. VAT)</b>	
In words:			

We undertake to hold this offer open for acceptance for a period of 120 **days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by AgriSETA

We understand that AgriSETA are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

**Signature**

**Date**

Print name of signatory: .....

Designation: .....

**FOR AND ON BEHALF OF: COMPANY NAME**

Tel No: .....

Fax No: .....

Cell No: .....

Email:.....

## FRAUD ALERT

Dear Bidders/ Prospective Suppliers

The correspondence serves to notify the Bidders and Prospective Suppliers to be vigilant of fraudsters attempting to solicit money indicating that they can ensure and secure that your respective Company and /or Organization will win the AgriSETA bid or tender for a certain fee. These fraudsters are also claiming to be working for the AgriSETA.

The AgriSETA taking into consideration its Internal processes and the Supply Chain Management framework will not contact any bidder soliciting money in exchange of a Contract or Purchase Order.

Bidders and Prospective are therefore requested not to entertain such calls or emails. Should your Company, Organization or Individuals receive a suspicious email, urgently contact Ms. Kubenokuthula Ndlovu: Chief Risk Officer on (012) 301 5687 email: [Kubenokuthula@agriseta.co.za](mailto:Kubenokuthula@agriseta.co.za); Alternatively call the AgriSETA Anti-Corruption Hotline, Free Call: 0800 869 624.



---

Innocent Sirovha (Dr)  
Chief Executive Officer

## **Annexure A**

# **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](http://www.treasury.gov.za)

**4. Standards**

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

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

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

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

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

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

**6. Patent rights**

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

**7. Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	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)