



**PART A (SBD 1)**  
**INVITATION TO BID INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>E1/2022/2023</b>	CLOSING DATE:	<b>13 JANUARY 2023</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION:	<b>RENDERING OF TRAVEL MANAGEMENT SERVICES WHICH INCLUDES AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FROM SUTABLY QUALIFIED TRAVEL COMPANIES FOR FREE STATE DEPARTMENT OF EDUCATION</b>				
PERIOD:	<b>THREE YEARS FROM DATE OF APPROVAL</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
BID DOCUMENTS MAY BE COURIER TO OR DEPOSITED IN THE BID BOX SITUATED AT:					
<b>N8 Gateway Office Park</b>					
<b>Plot 22</b>					
<b>C/O Rudolf Greyling &amp; AW Louw Avenue</b>					
<b>Estoire, BLOEMFONTEIN, 9301</b>					
<b>THE BID BOX IS ON THE OUTSIDE AND LEFT FROM THE DOORS AT ENTRANCE 3</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>K Rampai</b>		CONTACT PERSON	Ms B More/Mr Legegeru	
TELEPHONE NUMBER	<b>051-4041873</b>		TELEPHONE NUMBER	051-4044082/4066	
FACSIMILE NUMBER			FACSIMILE NUMBER	051-4044082/4044066	
E-MAIL ADDRESS	<a href="mailto:K.Rampai@fseducation.gov.za">K.Rampai@fseducation.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:p.legegeru@fseducation.gov.za">p.legegeru@fseducation.gov.za</a> <a href="mailto:b.more@fseducation.gov.za">b.more@fseducation.gov.za</a>	
<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:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<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>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<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>					
<b>*BBBE CERTIFICATE MUST BE VALID AT TIME WHEN BID CLOSE.</b>					
Please note that there are two types of sworn affidavits namely these for:					
1) EME suppliers (where the total annual revenue for the latest financial year was R10 million or less) AND					
2) QSE suppliers (where the total annual revenue for the latest financial year is between R10 million and R50 million)					

Please ensure that you complete and submit the correct sworn affidavit according to your total annual revenue. The department will not take responsibility if information was wrongly declared. See paragraph 20 of the Standard Conditions for consequences on false information.

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW	

**PART B (SBD 1)**  
**TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p> <p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>
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**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:**

.....

## STANDARD BID CONDITIONS

### 1. PRICES SBD 3.2/ Bill of quantities

- 1.1 Bid prices **must** be all inclusive and no additional and hidden cost will be paid for e.g. delivery, VAT, etc.
- 1.2 The SBD 3.2/pricing schedule **must** be fully completed in pen ink. **Failure to do so will invalidate your offer.**
- 1.3 Service provider must ensure correct calculations as the department will not take responsibility for incorrect prices.

### 2. COMPLETION AND SUBMITTING OF BID DOCUMENT

#### A. STANDARD BID DOCUMENTATION FORMS (SBD) TO BE COMPLETED AND SIGNED

- 2.1 **SBD 1:**  
The **SBD 1** (Bid Invitation Form) to be completed in full and signed.
- 2.2 **SBD 4:**  
The declaration of interest form (SBD 4) to be completed at all times (if applicable or not) and signed by the bidder. The service providers must declare any relationship with any person employed by the Department as contemplated in the National Treasury Practice Note no 7 of 2009/2010 (SCM – Declaration of Interest). Failure to complete and sign the SBD 4 may disqualify your offer.
- 2.3 **SBD 5:**  
The National Industrial Participation Programme (SBD 5) should be completed in cases where it is applicable.
- 2.4 **SBD 6.1:**  
The Preference Point Claim form in terms of the Preferential Procurement Regulations 2017: Should be completed and signed by service provider if points are claimed.
- 2.5 **SBD 6.2:**  
The Declaration certificate for Local Production and content for designated sectors should be completed and signed if the content of this bid fall in the designated group of local production as identified by National Treasury.

#### B. CORRECTION FLUID AND CORRECTIONS TO SBD FORMS

- 2.6 Correction fluid (e.g. Tippex) must not be used in bid documents in order to correct mistakes. **Uses of correction fluid (tippex) in the bid document and on the prices are not acceptable and will invalidate your bid.**
- 2.7 Where a bidder wishes to correct a mistake, a single line must be drawn through it and the bidder must place his/her signature and date next to the correction, so that the original entry is still visible and legible.
- 2.8 In the case of alterations/corrections a full signature must be attached above, next to or below the said alteration or correction

### C. BID FORMS

- 2.9 The bid forms should not be retyped or redrafted.
- 2.10 Only the bid documents issued by the Department of Education Free State must be used.
- 2.11 Bid documents to be completed in full.
- 2.12 Bidders shall check the numbers of the pages and satisfy themselves that none are missing, duplicated or misprinted. No liability shall be accepted in regard to claims arising from the fact that pages are missing, duplicated or misprinted.

### D. SUBMITTING OF BID DOCUMENTATION

- 2.13 Unless specifically provided for in the bid document, no bid transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
- 2.14 The bid must be submitted in a **sealed envelope** before the closing date and time and deposited in the bid-box at:

**Department of Education  
Acquisition Management Sub-Directorate  
N8 Gateway Office Park  
Plot 22  
C/O Rudolf Greyling & AW Louw Avenue  
Estoire  
BLOEMFONTEIN  
9301**

**THE BID BOX IS ON THE OUTSIDE AND LEFT FROM THE DOORS IN  
ENTRANCE 3**

**The bid number and closing date must be clearly indicated on the sealed envelope.**

- 2.15 Bidders must ensure that bids are delivered timeously to the **correct address**.
- 2.16 Companies must ensure that their bid documentation is thoroughly binded. The Department cannot be held responsible for missing pages if your document is not binded.
- 2.17 **LATE BIDS**  
Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

### 3. FORMS TO CLAIM POINTS FOR B-BBEE (SBD 6.1 FORM)

- 3.1 Where points are claimed for B-BBEE Status Level of Contribution the SBD 6.1 form, to be completed in full and signed by the bidder. A **VALID AND ORIGINAL/ORIGINAL CERTIFIED BBBEE** Status Level Verification Certificate should be attached.
- 3.2 BBBEE Status Level Verification Certificates should be issued by the agencies as stipulated in Par 6.4 of the Standard Conditions.
- 3.3 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as an Unincorporated entity, provided that the entity submits their **consolidated B-**

**BBEE status level certificate** as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

#### **4. NON-COMPULSORY BRIEFING SESSION WILL BE CONDUCTED**

**Details:**

TOWN	VENUE	DATE	TIME
Bloemfontein	Conference Room 1 (Entrance 1) N8 Gateway Office Park C/O Rudolf Greyling & AW Louw Avenue BLOEMFONTEIN	8/12/2022	11:00

Meeting will start promptly as scheduled.

#### **5. EVALUATION CRITERIA**

##### **5.1 STAGE ONE: PRE-QUALIFYING CRITERIA FOR PREFERENTIAL PROCUREMENT**

- **B-BBEE STATUS LEVEL CONTRIBUTION (LEVEL 1-4)**  
(PRE-EVALUATION CRITERIA FOR PREFERENTIAL PROCUREMENT  
DEFINED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017:  
Regulation 4(1)(a))

**Only bidders with BBBEE status level of Contribution 1-4 will qualify.**

- Bidders are required to submit proof of B-BBEE status level of contributor. Proof includes a valid B-BBEE status level verification certificate or a valid sworn affidavit signed by the EME/QSE representative and attested by Commissioner of oaths.
- A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate.
- A bidder who fails to meet the pre-qualifying criteria stipulated above is an acceptable bid and will be disqualified and not evaluated further.

##### **5.2 STAGE TWO OF EVALUATION:**

###### **➤ SPECIAL CONDITIONS:**

The following should be submitted:

- Proof of registration ASATA/IATA (certified copy of accreditation certificate) or proof of right to use ASATA/IATA accreditation of another company.
- Bidders are required to submit their International Air Transport Association (IATA) and Association of Southern African Travel Agents (ASATA) license/certificate (certified copy) at closing date.
- Where a bidding company is using a 3<sup>rd</sup> party IATA or ASATA license, a copy of the

agreement between the bidding company and the SATA/IATA registered company together with a certified copy of the accreditation certificate of the latter company must be attached to the bid document

### 5.3 **STAGE THREE OF EVALUATION:**

#### ➤ **FUNCTIONALITY EVALUATION (SEPARATE FROM PRICE): 100 POINTS**

- Detailed functionality points allocations will be contained in the bid document.
- The bidder must score at least **70 out of 100** or functionality to qualify for further evaluation.

### 5.4 **STAGE 4: EVALUATION ON PRICE AND PREFERENCE (90/10 preference point system)**

- 5.4.1 Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2017 Regulation 3(a)(ii) "if it is unclear which preference point system will be applicable, 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.

The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

- 5.4.2 Points will be allocated to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

- 5.4.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit a valid **ORIGINAL/ORIGINAL CERTIFIED BBBEE** verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a or a valid sworn affidavit (DTI format) signed by the EME/QSE representative and attested by a commissioner of oath or sworn affidavit issued by DTI .

- 5.4.4 Bidders must ensure that the B-BBEE status level verification certificates submitted are issued by the following agencies:
- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
  - (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
- 5.4.5 Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.
- 5.5 Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.**
- 5.6 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.
- 5.7 Failure on the part of the Bidder to comply with the above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 5.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 5.9 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidder scoring the highest for functionality.  
Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 5.10 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## **6. JOINT VENTURE AGREEMENT**

- 6.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a **joint venture agreement, witnessed by a registered Attorney at Law must be submitted with the bidding document.**
- 6.2 **Failure to submit a Joint Venture agreement that are signed by all the parties in the Joint Venture will render the bid non-responsive and your offer will be disqualified.**
- 6.3 Individual entity/ies must be registered on the CSD and after closing and before awarding, register a Joint Venture or a Consortium on the CSD.
- 6.4 It is expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract.

## **7. PAYMENT TO SUPPLIERS**

Payments will be handled as prescribed by the PFMA and will normally be effected within 30 days of receipt of all the required documentation, which should be correct in every respect.



**8. LEGISLATION / LAWS**

Bidders must comply with the provisions of Labour Legislation as well as any other relevant legislation or legal requirement.

**9. VALIDITY PERIOD OF BID**

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents **(120 DAYS)** and is calculated from the closing time on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.

**10. QUANTITIES**

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs and availability of funds. The Department is not liable for any damages the contractor might suffer for not ordering specific quantities.

Where quantities are specified, "as required" the quantities will be ordered as and when needed.

**11. SPECIFICATION – BIDDERS RESPONSE**

**Where a specification provides for the bidders response to the different points of specification, the form must be properly completed.** Where items deviate from the requirement, the deviation must be indicated.

**12. QUALIFICATIONS OF BIDDERS**

- 12.1 The Accounting Officer does not bind himself/herself to accept either the offer scoring the highest point or any bid and reserves the right to accept or cancel the bid which he/she deems to be in the best interest of the Department even if it implies a waiver by the Accounting Officer of certain bid requirements which the Accounting Officer considers to be of minor importance and not complied with by a bidder.
- 12.2 The department will disqualify any bid from a bidder whose name appears on the national list of restricted bidders/suppliers/persons.
- 12.3 The department may terminate the contract in whole or in part if the supplier and/or representatives of the department, in the judgement of the department, committed or have engaged in corrupt or fraudulent practices during the bidding process or the execution of that contract that benefited that supplier.
- 12.4 The Department reserves the right to allocate a bid to different service providers to ensure the empowering of as many companies as possible.

**13. COMPLIANCE TO CONTRACT**

- 13.1 The Department may monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.
- 13.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.



**14. JOB CREATION**

14.1 The bid aims to meet the needs of the Department, while also contributing to, amongst other, economic development and job creation.

14.1.1 Indicate how many additional permanent staff members will be employed as a result of winning the bid: \_\_\_\_\_

14.1.2 Indicate how many temporary staff members will be employed as a result of winning the bid: \_\_\_\_\_

14.1.3 Indicate whether the service of Free State Citizens will be utilized:

YES ☐ NO ☐ [TICK APPLICABLE BOX]

**15. CENTRAL SUPPLIER DATABASE (COMPULSORY)**

*Please note that bidders should be registered on the Central Supplier Database.*

**PLEASE SUBMIT A PRINTOUT REPORT OF YOUR COMPANY'S DETAILS AS REFLECTED ON THE CENTRAL SUPPLIER DATABASE.**

**16. MAXIMUM DELIVERY PERIOD**

As indicated in specification.

**17. PENALTIES**

If detected that a preference had been obtained on a fraudulent basis or any specified goals are not attained in the performance of the contract, an organ of state may:

- Recover all costs, losses or damages resulting from the above-mentioned contract.
- Cancel the contract and claim damages.
- Impose a financial penalty, more severe than the theoretical financial preference associated with the claim which was made.
- Restrict the contractor, its shareholders and directors from obtaining business from any organ of state for a period not exceeding 10 years.

**18. SUCCESSFUL BIDDERS**

- The successful bidder/s will be obliged to sign a contract with the Department.
- Companies that are awarded bids must ensure that the income tax number and VAT number (where applicable) are indicated on the Invoice.

**19. AWARDING CONTRACTS TO GOVERNMENT OFFICIALS IS NOT ALLOWED  
A GOVERNMENT EMPLOYEE MAY NOT HAVE A BUSINESS INTEREST IN ANY ENTITY CONDUCTING BUSINESS WITH THE PROVINCIAL GOVERNMENT.**

In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.

According to the Public Service Regulations, 2016, an employee may not do business with any organ of state.

The Provincial Government may not award any tender or enter into any contract with an employee in the employment of the State.

All bids received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be disqualified.

**20. VALID TAX MATTERS**

It is a condition that the Tax matters of the successful bidder/s are in order.

**Submit the following documentation:**

Submit a **Centralized Supplier Database (CSD) report** which proof valid and compliant tax matters (in case of Joint Venture a CSD print out report for each party in the JV should be submitted).

**21. SUPPLIER DUE DILIGENCE**

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period and this may include pre-announced/non announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

**22. DECLARATIONS**

A bidder must declare that:

- Information provided is true and correct.
- The signatory to the bid document is duly authorized.
- Documentary proof regarding any bid issue will, when required, be submitted to the satisfaction of the State.

**23. THE BIDDER MUST COMPLETE THE FOLLOWING:**

**This is to certify that the above standard conditions have been read and the bidder undertakes to comply herewith for the full duration of the contract/bid. It is further accepted that any deviation from the bid conditions, requirements and specifications as well as false information provided on any form/document may result in the termination of contract prior to expiry.**

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of \_\_\_\_\_ (Company), hereby certifies that I take note and accept the above-mentioned Standard Conditions, Special Conditions of the Contract and the General Conditions of a Contract. I further declare that the information submitted is correct.

\_\_\_\_\_

**SIGNATURE**

Contact \_\_\_\_\_ person \_\_\_\_\_ of \_\_\_\_\_ company:

\_\_\_\_\_

Tel. of company: (\_\_\_\_) \_\_\_\_\_ Fax \_\_\_\_\_ of \_\_\_\_\_ company:  
(\_\_\_\_) \_\_\_\_\_

## **CONTENTS**

### **SECTION 1: EVALUATION CRITERIA**

### **SECTION 2: RETURNABLE**

### **SECTION 3: TERMS OF REFERENCE**

### **SECTION 4: CONTRACT (GCC)**



# SECTION 1: EVALUATION CRITERIA

## **(STAGE 1: PRE-EVALUATION)**

### **BID PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

#### **(DEFINED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017):**

1. Only bidders with **BBBEE level 1-4** will qualify.

#### **Conditions on BBBEE level:**

- If the BBBEE certificate/sworn affidavit is **not valid** your offer will be disqualified.

## **(STAGE 2: SPECIAL CONDITIONS)**

### **2. Special Condition:**

Proof of registration ASATA and IATA (**certified copy of accreditation certificate**) or proof of right to use ASATA and IATA accreditation of another company. **(Failure to submit the proof of registration will result in disqualification.)**

- (i) Bidders are required to submit their International Air Transport Association (IATA) and Association of Southern African Travel Agents (ASATA) license/certificate (certified copy) at closing date.
- (ii) Where a bidding company is using a 3rd party IATA or ASATA license, a copy of the agreement between the bidding company and the ASATA and ATA registered company together with a certified copy of the accreditation certificate of the latter company must be attached.

**The department has the right to appoint more than one company.**

## **(STAGE 3: FUNCTIONALITY)**

### **4. Evaluation on Functionality**

4.1 Bids will first be evaluated for functionality and bidders who score a minimum score out of **70** out of **100** for functionality and will proceed to the next phase of evaluation on price.

4.2 The following criteria and formula will be used to calculate points for the functionality of the proposal:

## FUNCTIONALITY CRITERIA

No	Evaluation Criteria and documentation to be submitted	Score
<b>Reference letter</b>	<p>Submit copies of reference letter on the employer's letter head where similar service (minimum total value of bookings of R50 000 from one entity in one financial year) in the last five (5) years, i.e., type of service rendered. Booking value thresholds will be scored as follows:</p> <ul style="list-style-type: none"> <li>No letter of reference – 0 points</li> <li>Letter of reference with R50 001-R100 000 as minimum value of bookings = 10 Points</li> <li>Letter of reference with R100 001-R150 000 as minimum value of bookings = 20 Points</li> <li>Letter of reference with R150 001- R250 000 as minimum value of bookings = 30 Points</li> </ul> <p><b>Documents which should be submitted as proof to claim the points above:</b></p> <p><u>The letter of reference <i>must</i> be accompanied by one the following documents as proof for points to be awarded to each bidder:</u></p> <ul style="list-style-type: none"> <li>Appointment letter if available or a valid contract/ service level agreement signed by both the bidder and their employer,</li> <li>Payment system report confirming total value and number of bookings made.</li> </ul> <p><i>Each reference letter must comply with <b>all</b> the under-mentioned criteria for points to be allocated:</i></p> <ul style="list-style-type: none"> <li>✓ It should be <b>signed</b>.</li> <li>✓ <b>Date</b> of letters should <b>not be older than 5 years</b>.</li> <li>✓ Letters should be on <b>official letterhead/s of institution</b> to whom services were rendered/project was carried out.</li> <li>✓ <b>Quality of service</b> to be stipulated.</li> <li>✓ <b>Value of service must be stipulated</b>.</li> </ul>	<b>30</b>
<b>Proof of financial capability</b>	<p>Complete <b>Annual Financial Statement declaration form</b> of this document and attach Financial statements audited by an accredited Auditor/Accountant, for the <i>two</i> latest financial years reflecting an annual turnover/revenue of the below threshold:</p> <ul style="list-style-type: none"> <li>Above R 50 001-R 100 000 = 10 points</li> <li>Above R 100 001 – R 150 000= 20 points</li> <li>Above R 150 001- R250 000 = 30 points</li> </ul>	<b>30</b>

<b>Geographical area of a Service provider</b>	<p>Full Points for this functionality criterion will be allocated to bidders operating within the borders of Free State Region:</p> <ul style="list-style-type: none"> <li>Free State based – 20 points</li> <li>Non – Free State based – 0 points</li> </ul> <p>Submit the following:</p> <ul style="list-style-type: none"> <li>Proof of relevant Free State <b>Municipality account</b> not older than 90 days at the closing date of the bid. Free State Municipal rates and taxes account should bear name of the director(s)/owner/company address.</li> <li><b>Original/Original Certified Copy</b> of Lease Agreement.</li> </ul> <p><u>If lease agreement/sub-lease agreement is submitted as proof, the following must be attached:</u></p> <ul style="list-style-type: none"> <li><b>Certified copies</b> of invoices (from Lessor) for the last three consecutive months; and</li> <li><b>Proof of Payments</b> (from the Lessee) for the last three (3) consecutive months.</li> </ul>	<b>20</b>
<b>Experience of the Key staff</b>	<p><b>Experience of the Key staff, i.e., <u>Senior Travel Consultant</u></b></p> <p>Detailed CV <b>and</b> complete resource information sheet must be attached with traceable and contactable reference for relevant Traveling Services</p> <p>Scoring of experience</p> <ul style="list-style-type: none"> <li>3 years – 10 points</li> <li>2 years – 6 Points</li> <li>1 year – 3 Points</li> </ul>	<b>10</b>
<b>Experience of the Key staff</b>	<p><b>Experience of the Key staff, i.e., <u>Travel Consultant</u></b></p> <p>Detailed CV <b>and</b> complete resource information sheet must be attached with traceable and contactable reference for relevant Traveling Services</p> <p>Scoring of experience</p> <ul style="list-style-type: none"> <li>3 years – 5 points</li> <li>2 years – 3 Points</li> <li>1 year – 1 Point</li> </ul>	<b>5</b>
<b>Experience of the Key staff</b>	<p><b>Experience of the Key staff, i.e., <u>Finance Officer</u></b></p> <p>Detailed CV and complete resource information sheet must be attached with traceable <b>and</b> contactable reference for relevant Traveling Services</p> <p>Scoring of experience</p> <ul style="list-style-type: none"> <li>3 years – 5 points</li> <li>2 years – 3 Points</li> <li>1 year – 1 Point</li> </ul> <p>Please ensure that</p>	<b>5</b>
<b>Total points</b>		<b>100</b>
<b>Minimum score is 70 points out of 100 points</b>		





## **SECTION 2: LIST OF RETURNABLES**



## **LIST OF RETURNABLE DOCUMENTS**

### 1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

Bid Document Name	Number of Pages	Returnable document
SBD 1: Invitation to Bid		
Standard Bidding Document 3 (SBD 3.2) – Non- Firm prices		
SBD 4: Declaration of Interest		
SBD 6.1: Preference Points Claim Form in terms of the PPR 2017		
Schedule of tenderer's experience.		
Resource information sheets		
Annual Financial Declaration form.		
Attached <b>ASATA/IATA</b> certificate.		
Attach ALL documentation as requested in functionality criteria		

<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>



## Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	APPOINTMENT OF A SUITABLY QUALIFIED TRAVEL MANAGEMENT COMPANIES TO RENDER TRAVEL SERVICES WHICH INCLUDES AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR THE DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (03) YEARS.		
Tender no:	E1/2022/2023	Closing date:	1
Advertising date:	2 DECEMBER 2022	Validity period:	1

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the Tenderer being disqualified from further consideration.*

### 2. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 2.1 Current projects.

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contract completion date
1					
2					
3					
4					
5					

Name of Tenderer	Signature	
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BID NO. **E1/2022/2023**

Portion 1: Tender

Part T2.1: Returnable Documents



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Education  
FREE STATE PROVINCE

**2.2 Completed projects.**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



**Resource Information Sheet (CV) – Senior Travel Consultant who will be always committed to the services.**

**Experience of key staff the following should be completed:**

Position held with current employer:	
Number of years with current employer:	
Date of Birth:	
ID number:	
Employed by:	

**SIGNATURE OF RESOURCE**

**DATE:**

\_\_\_\_\_



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								

In your opinion why you would be the right resource for this project, based on your experience?

NAME & SURNAME:

SIGNATURE OF RESOURCE:

DATE: \_\_\_\_\_

\_\_\_\_\_



**Resource Information Sheet (CV) – Travel Consultant who will strictly focus on the project**

**Experience of key staff the following should be completed:**

Number of years with current employer	
Position held with current employer	
ID number:	
Date of Birth:	
Employed by:	

NAME & SURNAME

SIGNATURE OF RESOURCE

DATE: \_\_\_\_\_





Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								

I, \_\_\_\_\_, declare that the above-mentioned information is true and correct.

\_\_\_\_\_

**SIGNATURE OF RESOURCE**

**DATE:** \_\_\_\_\_



**Resource Information Sheet (CV) –Financial Officer who will strictly focus on the project**

**Experience of key staff the following should be completed:**

Number of years with current employer	
Position held with current employer	
Date of Birth:	
ID number:	
Employed by:	

**SIGNATURE OF RESOURCE**

**DATE:** \_\_\_\_\_



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								

In your opinion why you would be the right resource for this project, based on your experience?

I, \_\_\_\_\_, declare that the above-mentioned information is true and correct.

\_\_\_\_\_

**SIGNATURE OF RESOURCE**

**DATE:** \_\_\_\_\_

## Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:  

☐ internally

☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]  

☐ enterprise has had its financial statements audited; name  
of auditor .....

☐ enterprise is required by law to have an independent review of its financial statements name of  
independent reviewer .....

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or  
audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signed...

Date.....

.....  
**Tenderer/Bidder's Name**

.....  
**Position**

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

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

NAME OF BIDDER _____ Closing Time 11:00 on 2022					BID NUMBER: E1/2022//2023 Validity Period: 120 Days		
ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)			BID PRICE IN RSA CURRENCY (EXCLUDING VAT)		
	RENDERING OF TRAVEL MANAGEMENT SERVICE IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR THE DEPARTMENT (Traditional Booking and On-Line Booking)	FEE PER PERSON			FEE PER PERSON		
A	DOMESTIC: AIR TRAVEL	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Domestic Air Ticket						
	Air ticket – reissue Domestic						
	Refund Admin Fee (excluding airline charges) straight refund						
	Lost Ticket indemnity fee (excluding airline charges)						
	Change Booking Fee						
	Cancellation Fee						

BID NO. E1/2022/2023

Portion 1: Tender

Part T2.1: Returnable Documents



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Department of  
Education  
FREE STATE PROVINCE

	Parking						
	Travel Insurance						
	SMS Notification						
	24 Hour emergency Call Center charges (surcharge) including weekends and public holidays						
	Transfer Services						
ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)			BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
	RENDERING OF TRAVEL MANAGEMENT SERVICE IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR THE DEPARTMENT	FEE PER PERSON			FEE PER PERSON		
B	INTERNATIONAL : AIR TRAVEL	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	International Air Ticket						
	Air ticket – reissue International						
	Refund Admin Fee (excluding airline charges) straight refund						
	Lost Ticket indemnity fee (excluding airline charges)						
	Change Booking Fee						
	Cancellation Fee						
	Parking						
	Travel Insurance						
	SMS Notification						
	24 Hour emergency Call Centre charges (surcharge) including weekends and public holidays.						
	Transfer Services						

BID NO. E1/2022/2023

Portion 1: Tender

Part T2.1: Returnable Documents



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ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)			BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
		FEE PER PERSON			FEE PER PERSON		
C	ACCOMMODATION	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Domestic Accommodation (including Bed & Breakfast)						
	Domestic Accommodation (excluding Breakfast)						
	Group of more than 5 - Domestic Accommodation (including Bed & Breakfast)						
	Group of more than 5 - Domestic Accommodation (excluding Breakfast)						
	International Accommodation (including Bed & Breakfast)						
	International Accommodation (excluding Breakfast)						
	Group of more than 3 - International Accommodation (including Bed & Breakfast)						
	Group of more than 3 - International Accommodation (excluding Breakfast)						
	Accommodation Booking Fee including Bill Back						
	Refund Admin Fee						





	Change Booking Fee						
	Visas (per passport)						
	Emergency Visa Fee (per passport)						
	Visa 2-4 pax per person						
	Visa 5 plus pax per Person						
	Cancellation fee						
	Parking						
<b>D</b>	<b>CAR HIRE/TRANSPORT</b>	<b>1st YEAR BOOKING FEE</b>	<b>ESCALATION % FOR 2nd YEAR</b>	<b>ESCALATION % FOR 3rd YEAR</b>	<b>1st YEAR BOOKING FEE</b>	<b>ESCALATION % FOR 2nd YEAR</b>	<b>ESCALATION % FOR 3rd YEAR</b>
	Domestic Car Hire						
	International Car Hire						
	Car Booking including Bill Back Fee						
	Shuttle Services (Point-to-Point and/or Hotel) - International - Domestic						
	Chauffeur Services						
	Rail/Bus Bookings						
	Change Booking Fee						
	Cancellation fee						
<b>E</b>	<b>BUNDLE FEE</b>	<b>1st YEAR BOOKING FEE</b>	<b>ESCALATION % FOR 2nd YEAR</b>	<b>ESCALATION % FOR 3rd YEAR</b>	<b>1st YEAR BOOKING FEE</b>	<b>ESCALATION % FOR 2nd YEAR</b>	<b>ESCALATION % FOR 3rd YEAR</b>
	Bundle Fee (Accommodation, Air Travel and Car Hire)						
	Change Booking Fee						
	Cancellation fee						
<b>F</b>	<b>OTHER SERVICES</b>	<b>1st YEAR BOOKING FEE</b>	<b>ESCALATION % FOR 2nd YEAR</b>	<b>ESCALATION % FOR 3rd YEAR</b>	<b>1st YEAR BOOKING FEE</b>	<b>ESCALATION % FOR 2nd YEAR</b>	<b>ESCALATION % FOR 3rd YEAR</b>
	Electronic management reporting						

BID NO. **E1/2022/2023**

Portion 1: Tender

Part T2.1: Returnable Documents



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	Electronic account reconciliation and matching (up to 2000 transactions a month)						
	Electronic account reconciliation and matching (over 2000 transactions a month)						
	Electronic voucher retrieval (via smartphone or web)						
	International Driver's License						
	<b>REQUIRED BY: DEPARTMENT</b>						
	Does offer comply with specification						<b>YES/NO</b>
	If not to specification, indicate deviation(s)						
	Period required for delivery						
	<b>Delivery: Firm/not firm</b>						
	<b>Delivery basis (all delivery costs must be included in the bid price)</b>						



## **SECTION 3:TERMS OF REFERENCE**

## **TERMS OF REFERENCE**

### **1. PURPOSE OF THE BID**

- 1.1. This bid is an invitation for Bidders to submit a proposal for the provision of the travel management services as set out in the SBD 3.2.
- 1.2. Bidder/s may bid for Traditional Booking or On-Line Booking system and must clearly indicate in their bid which system they intend to use.

### **2. OBJECTIVE**

- 2.1. The objective of the bid is to appoint Travel Management Companies (TMCs) in line with the following Departmental objectives -
  - 2.1.1. provide travel management services that are cost-effective, consistent, and reliable.
  - 2.1.2. ensure that quality service is rendered in line with the Service Level Agreement;
  - 2.1.3. improve spend visibility through detailed management reporting;
  - 2.1.4. operate within the travel policy to assist with the improvement of traveler behavior in order to minimize irregular, fruitless and wasteful expenditure.
  - 2.1.5. ensure the efficient and effective facilitation of domestic and international travelling and accommodation bookings requirements for the department;
  - 2.1.6. ensure that the most economical travelling and accommodation means are utilized by the department;
  - 2.1.7. better travel and accommodation procurement turnaround times

### **3. LEGISLATIVE AND REGULATORY FRAMEWORK**

- 3.1. This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail and Travel Framework.

### **4. DEFINITIONS**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4.2. **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours.
- 4.3. **Air travel** means travel by airline on authorized official business.
- 4.4. **ASATA** means Association of Southern African Travel Agents which is a representative forum that promotes professional service in the travel industry for its members and their clients.
- 4.5. **IATA** means International Air Transport Association, trade association for the world's airlines, representing some 290 airlines or 83% of total air traffic.
- 4.6. **Authorizing Official** means the employee who has been appointed to authorize travel in respect of travel requests and expenses.
- 4.7. **Car Rental** means the rental of a vehicle for a short period of time by a Travelers for official purposes.
- 4.8. **Department** means the Department of **EDUCATION**.
- 4.9. **Domestic travel** means travel within the borders of the Republic of South Africa.
- 4.10. **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 4.11. **International travel** refers to travel outside the borders of the Republic of South Africa.
- 4.12. **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services.
- 4.13. **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.
- 4.14. **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, South Africa, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- 4.15. **Service Level Agreement (SLA)** is a contract between the TMC and the department that defines the level of service expected from the TMC.
- 4.16. **Shuttle Service** means the service offered to transfer a traveler from one point to another, for example from place of work to the airport.
- 4.17. **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, after hours and courier fees.
- 4.18. **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g., international air ticket.
- 4.19. **Traveler** refers to an official, consultant or contractor travelling on official business on behalf of the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Department.

- 4.20. Travel Authorization** is the official form utilized by Department reflecting the detail and order number of the trip that is approved by the relevant authorizing official.
- 4.21. Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the traveler.
- 4.22. Travel Management Company** or TMC refers to the Company contracted to provide travel management services (*Travel Company*).
- 4.23. Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 4.24. Value Added Services** are services that enhance or complement the general travel management services e.g. travel advisories.
- 4.25. VAT** means Value Added Tax.
- 4.26. VIP or Executive Service** means the specialized and personalized travel management services to selected employees of the Department by a dedicated consultant to ensure a seamless travel experience.

## **5. SCOPE OF WORK**

- 5.1.** The travel management services will include but will not be limited to the following:
- 5.1.1** The contracted services will be provided to all Travelers travelling on behalf of the Department. This will include employees and contractors, consultants, and clients where the agreement is that the Department is responsible for the arrangement and cost of travel of such persons.
- 5.1.2** The Travel Management Company (TMC) will make all reservations in line with the Travel Policy.
- 5.1.3** The TMC must ensure that the final selection of flights, hotels and other services is authorized prior to the issuing of air tickets, vouchers, and other travel documentation.
- 5.1.4** Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account.
- 5.1.5** The participation in third party incentive schemes promoting sales of a specific product etc. is not allowed.
- 5.1.6** The TMC will create traveler Profiles for all Travelers and ensure that the information is updated.
- 5.1.7** The TMC will assist to manage the third-party service providers by addressing service failures and complaints against these service providers.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 5.2. **Reservations**

- 5.2.1. The TMC will always endeavor to make the most cost-effective travel arrangements while taking the convenience and requirements of the traveler into consideration.
- 5.2.2. The TMC must have a full understanding of all the destinations and routings to be able to advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.
- 5.2.3. The Department reserves the right to request proof that the TMC has requested a minimum of three (3) price comparisons/quotations for travel requests.
- 5.2.4. The TMC will book the negotiated discounted fares and rates where possible.
- 5.2.5. The TMC will respond timely and process all requests, changes and cancellations timeously and accurately.
- 5.2.6. The TMC will advise the Traveler of all Visa and inoculation requirements well in advance.
- 5.2.7. The TMC will assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 5.2.8. The TMC must also facilitate any reservations that are not bookable on the Global Distribution System (**GDS**).
- 5.2.9. The TMC will facilitate the bookings that are generated through their own or third party Online Booking Tool (**OBT**) where it can be implemented.
- 5.2.10. The TMC will also facilitate the bookings that are generated through the online request and approval system to be implemented in the near future.

## 5.3 **Air Travel**

### (1)

- 5.3.1 The TMC must be able to book full-service airlines as well as low-cost carriers.
- 5.3.2 The TMC should obtain three or more price comparisons/quotations where applicable to present the most cost effective and practical routing to the Traveler.
- 5.3.3 The airline ticket/electronic air ticket must include the applicable agreement number and the individual loyalty program number of the Traveler (if applicable). The following information should be displayed on the ticket: ticket number, name of Traveler, depart and destination and the costs there of.
- 5.3.4 The airline ticket must include the applicable agreement number and the individual loyalty program number of the Traveler (if applicable).
- 5.3.5 The TMC will be responsible for the tracking and management of unused e-tickets.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 5.3.6 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 5.3.7 The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 5.3.8 Airline tickets must be delivered electronically (SMS and/or email format) to the travelers(s) and travel bookers promptly after booking before the departure times.

#### **5.4 Accommodation**

- 5.4.1 The TMC will obtain price comparisons within the maximum allowable rate matrix as per the instruction of the National Treasury.
- 5.4.2 The TMC will obtain three price comparisons from accommodation establishments taking the maximum allowable rate, the proximity of the establishment in relation to the place of business and the convenience of the traveller into account.
- 5.4.3 This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the Department's travel policy.
- 5.4.4 Accommodation vouchers must be issued to all departmental travellers for accommodation bookings and must be invoiced to the relevant Department as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 5.4.5 The TMC must during their report period provide proof that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- 5.4.6 Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

#### **5.5 Car Rental and Shuttle Services**

- 5.5.1 The TMC will book the approved category vehicle in accordance with the Travel Policy with the appointed car rental service provider from the closest rental location.
- 5.5.2 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 5.5.3 For international travel the TMC will offer alternative ground transportation to the Traveller that include rail, buses and transfers.
- 5.5.4 The TMC will book transfers in line with the Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 5.5.5 The TMC must during their report period provide proof that negotiated rates were booked.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **5.6 After Hours and Emergency Services**

- 5.6.1** A consultant or team of consultants should be available to assist Travelers with after hours and emergency reservations and changes to travel plans.
- 5.6.2** A dedicated consultant/s must be available to assist VIP Travellers with after hour or emergency reservations.
- 5.6.3** After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.
- 5.6.4** 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.
- 5.6.5** The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

## **5.7 Communication**

- 5.7.1** The TMC must establish communication with all the stakeholders that include the Travellers, Travel Bookers, service providers, Supply Chain Management, and the finance directorates.
- 5.7.2** The TMC can be requested to conduct workshops and training sessions for Travellers and Travel Bookers.
- 5.7.3** All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement agreed to by the department and the appointed TMC.

## **5.8 Financial Management**

- 5.8.1** The TMC must implement the rates negotiated by National Treasury with travel service providers or the discounted airfares or the maximum allowable rates established by the National Treasury, where applicable.
- 5.8.2** The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to department for payment within the agreed time period.
- 5.8.3** Cost savings must be achieved, and this must be reported, and proof provided during monthly and quarterly reviews.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5.8.4** The TMC will be required to offer a 30-day bill-back account facility to accommodation establishments and ground transportation service providers that are utilised by the Travellers.
- 5.8.5** In certain instances where department has a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 5.8.6** The pre-payments required by certain establishments will be processed by the TMC. These pre-payments are often requested at the last minute for same day bookings.
- 5.8.7** The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the department's Supply Chain Directorate within the agreed timeframes (e.g., weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 5.8.8** The Free State Department of Education will settle the Travel service providers' accounts within the agreed payment terms.

**5.8.9 Negotiations**

The Free State Department of Education reserves the right to negotiate with the shortlisted Bidder/s. A flat rate will be determined by the lowest price offered by the bidders who are compliant prior to awarding of the bid and with the successful bidder/s for more cost-effective rates post awarding of the bid based on market conditions.

**5.9 Technology and Management Information**

- 5.9.1.** The TMC must have the capability to consolidate all management information into a single source document.
- 5.9.2.** Should future development require the utilisation of a particular GDS, the TMC should utilise the Government's selected GDS, even if it means a different GDS that the TMC is currently using.
- 5.9.3.** The implementation of an Online Booking Tool to facilitate domestic bookings must be considered to optimise the services and related fees.
- 5.9.4.** The TMC must provide a data feed to the National Treasury in the prescribed format and technical specifications.
- 5.9.5.** All management information and data input must be accurate.
- 5.9.6.** Reports must be accurate and provided as per the specifications at the agreed time. Information must be available on a transactional level that reflect detail including the name of the Department and Traveller, date of travel, spend category, supplier.
- 5.9.7.** Reports must be available in an electronic format for example Microsoft Excel. No PDF documents will be accepted.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**5.9.8.** Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

**a. Travel**

- i. After hours' reservations;
- ii. Compliments and complaints;
- iii. Consultant Productivity Report;
- iv. Long term accommodation and car rental;
- v. Extension of business travel to include leisure;
- vi. Upgrade of class of travel (air, accommodation and ground transportation);
- vii. Bookings outside Travel Policy (e.g., bookings less than 7 days prior to departure).

**b. Finance**

- i. Reconciliation of commissions/rebates or any volume driven incentives;
- ii. Creditor's ageing report;

**Creditor's summary payments;**

- iii. Daily invoices;
- iv. Reconciled reports for Travel Lodge card statement;
- v. No show report;
- vi. Cancellation report;
- vii. Receipt delivery report;
- viii. Monthly Bank Settlement Plan (BSP) Report;
- ix. Refund Log;
- x. Open voucher report, and
- xi. Open Age Invoice Analysis.

**5.9.9.** 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 unauthorized parties.

**5.9.10.** National Treasury will provide additional reporting requirements to be submitted on a monthly basis as prescribed by Cost Containment Instructions and National Travel Policy Framework.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **5.10. Account Management**

- 5.10.1. The TMC must ideally appoint an Account or Business Manager that is ultimately responsible for the management of the account.
- 5.10.2. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 5.10.3. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 5.10.4. The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- 5.10.5. During Reviews comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.
- 5.10.6. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

## **5.11. Value Added Services**

The TMC must also provide the following value-added services:

### **5.11.1. 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;

### **Information including the cost of public transport;**

- vii. Rules and procedures of the airports;
- viii. Business etiquette specific to the country, and
- ix. Airline baggage policy.

- 5.11.2. Supplier updates;
- 5.11.3. Electronic voucher retrieval via web and smart phones;
- 5.11.4. SMS notifications for travel confirmations;
- 5.11.5. Travel audits;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 5.11.6. Global Travel Risk Management;
- 5.11.7. VIP services for Executives that include check-in support, etc.

## 5.12. **Cost Management**

- 5.12.1. The Travel Policy is establishing a basis for a cost savings culture throughout the entire Department.
- 5.12.2. It is the obligation of the Traveller and the Authorising Official to ensure that the most cost-effective option is selected at all times.
- 5.12.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management and flexibility.
- 5.12.4. The TMC should have in-depth knowledge of the service provider products, to be able to provide the best option and alternatives that are in accordance with the 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.

## 5.13. **Reimbursement of Services Rendered**

- 5.13.1. A transaction fee will be paid to the TMC for services rendered.
- 5.13.2. The purpose of the transaction/management fee is to compensate the TMC for the quality services rendered and at the same time support a sustainable business model that will be beneficial to the TMC and department.
- 5.13.3. 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.

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

- 5.14.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools;
- 5.14.2. The TMC may implement an Online Booking Tool to facilitate domestic bookings to optimise the services and related fees;
- 5.14.3. All management information and data input must be accurate;
- 5.14.4. The TMC will be required to provide the department with a minimum of one (1) standard

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

monthly report that is in line with the National Treasury's Cost Containment Instruction reporting template requirement at no cost;

**5.14.5.** Reports must be accurate and be provided as per department specific requirements at the agreed tie. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation, etc.).

**5.14.6.** Department may request the TMC to provide additional management reports;

**5.14.7.** Reports must be available in an electronic format for example Microsoft Excel; and

**5.14.8.** 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 unauthorized parties.

**5.14.9.** Quarterly reviews are required to be presented by the TMC on all departmental travel activity in the previous three-month period. These reviews must be comprehensive and presented to relevant department's procurement and finance teams as part of the performance management reviews based on the service level agreements.

**5.14.10.** Annual Reviews are also required to be presented to relevant department's Senior Executives.

**5.14.11.** The above Travel Reviews will include information as indicated by the department.

## **6. DURATION OF CONTRACT**

**6.1** The Travel Management Companies will be appointed to provide travel management services for a three-year period. The Department reserves the right to extend for a reasonable period.

## **7. BID INFORMATION SESSION**

**7.1.** Non-compulsory briefing session will be held:

VENUE	DATE
Conference Room 1 (Entrance 1) N8 Gateway Office Park C/O Rudolf Greyling & AW Louw Avenue BLOEMFONTEIN	<b>8/12/2022</b>
	TIME <b>11:00</b>

**7.2.** The session will provide Bidders with an opportunity to obtain clarity on certain aspects of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

process as set out in this document and to address any substantial issues they might have.

- 7.3. The State reserves the right to answer questions at the session or to respond formally after the briefing session.

## 8. **OUTCOMES AND DELIVERABLES**

- 8.1. The department require that accommodation, road, and air travel including charter flights in respect of its officials be made by a Travel Management Company, with due consideration to the following:
- 8.1.1 The travel, accommodation will only be for official reasons and in the interest of the Department.
  - 8.1.2 All air tickets and travel documentation including vouchers/ shall be timeously delivered, faxed and/or emailed to the correct Booking Officer of the department who issued an order, as well as the service provider (e.g., hotel/B&B who will be providing the service required by the department)
- 8.2. The Travel Management Company must plan, arrange, and change accommodation bookings on instructions from the Booking Officer. Each accommodation voucher/ proof of payment handed to the Booking Officer must contain but not limited to the following:
- 8.2.1 The personal details of the official
  - 8.2.2 The booking details
  - 8.2.3 The limit of the Department's liability
- 8.3. Any charge to be levied by the Travel Management Company to the department in respect of flight bookings must be in accordance with **ASATA and IATA** travel rates. The Travel Management Company must negotiate contracts with service providers of accommodation and transport on a contract basis, so as to gain maximum cost benefit which must be passed on to the department. The Department may therefore request proof from the Travel Management Company over the duration of the contract.
- 8.4. Travel Management Company must ensure that no adverse effect on service delivery is experienced by the department.
- 8.5. Travel Management Company must negotiate its own terms of settlement with service providers.
- 8.6. Each order must be invoiced separately clearly quoting the relevant order number. In the case of group bookings such as with conferences, the department will generate a specific order for which an invoice must be submitted. The invoice is to also quote the departmental order number and submitted within 30 days after the services have been rendered.
- 8.7. Travel Management Company will be required to accept that payment will be made within 30 calendar days of the receipt of the correct invoice. Payment will not be made against invoices that do not have an order number or which are under dispute until such time that the matters under dispute have been resolved.
- 8.8. With regards to accommodation, the Department's liability will be limited to what has been booked per order.
- 8.9. Travel Management Company must provide details of the Car Hire Company contracted with in order to ensure that super cover insurance is provided. Travel Management Company must ensure that proper arrangements are made to have a car available, and the department is not found to be arranging a separate contract with the car hiring company. Travel Management Company must also ensure that no separate invoice is issued by the car hiring company to the department. It is preferable for the Travel Agency to be contracted to more than one Car Hire Company.
- 8.10. The successful Travel Management Company will be required to negotiate supplier discounts on behalf of the department and pass any discounts received from the third party to the department.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 8.11.** The Travel Management Company will be required to familiarize themselves with internal departmental procedures relating to the service and provide free training to the Booking Officers nominated by the department on the booking procedure to be followed.
- 8.12.** It is required that a comprehensive Travel Management Company service profile including administrative support functions be provided. The Travel Management Company must have a fully-fledged office/s within Free State.
- 8.13.** Personnel from the Travel Management Company (s) must be available on a 24-hour basis, as and when required, so that enquiries and unexpected changes to a travel plan or accommodation can be facilitated.
- 8.14.** In order to cater for the special needs of the Executive Authority, Head of Department (HOD) and Deputy Director General (DDG) of department a dedicated VIP Service is a key requirement. The following information must be provided with regard to the bidder's VIP Service:
  - 8.14.1** Confirmation that the VIP Service is in existence and that it will be available to service the department 24 hours per day, 7 days per week and 365 days per year for the duration of the project.
  - 8.14.2** Personalized service offered by the Bidder's VIP Service in particular the following:
  - 8.14.3** Tailor made travel service available for Executive Authorities, Head of Department (HOD) and Deputy Director General (DDG) of department.
  - 8.14.4** Travel arrangements according to the Executive Authority, Head of Department (HOD) and Deputy Director Generals (DDG) travel's needs.
  - 8.14.5** Staff compliment of the Bidder's VIP Service consultants, number of relevant years of experience of VIP
  - 8.14.6** consultants and Knowledge base of the VIP Consultants.
  - 8.14.7** Flexibility offered by the bidder's VIP Desk in particular:
  - 8.14.8** Personal one on one mobile/ on site travel consultation.
  - 8.14.9** Document delivery during and outside office hours.
  - 8.14.10** Reference project with contactable references.
- 8.15.** Travel Management Company must have a dedicated Strategic Relationship Manager who will be responsible for this account and be available 24 hours a day, seven days a week and 365 per year for the duration of this project.
- 8.16.** The bidder must have a Complaints and Compliments Channel easily accessible to the end users. Such a channel must have an ability to track all the complaints and feedback must be provided to the department and the concerned end user. Monthly reports of incidents must be generated setting out the incidents reported, and action taken.
- 8.17.** Management Reports, as required by department, must include the following:
  - 8.17.1** Detailed expenses incurred per month for each service shall be submitted to the Department within seven (7) days of the following month for monitoring and audit purposes.
  - 8.17.2** The reports must reflect detailed amounts per Debtors Account and reflect a breakdown of each service.
  - 8.17.3** Specific reports required such as outstanding orders (reflected per order number), invoices
    - a.** outstanding and a general statement of accounts (per account) indicating payments all outstanding accounts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 9. FEE STRUCTURES/SERVICE FEES (Price pages for bid purposes SBD 3.2)

- 9.1 In order to evaluate all bids on the same basis, bidders are to complete the table in the SBD 3.2 form. It will form part of the overall costing and evaluation of this bid. Bidders are to indicate prices for the first year and an escalation percentage for the second and third years. Bidders are also advised that the Department will only make use of the reputable air travel service providers as well as car hire / shuttle services.

- 9.1.1 Domestic: Air Travel
- 9.1.2 International: Air Travel
- 9.1.3 Car Hire/Transport
- 9.1.4 Accommodation
- 9.1.5 Bundle Fee

## 10. COSTING

- 10.1 Prices must be inclusive of all costs i.e., VAT, transport, etc.
- 10.2 Billing mechanisms, i.e., detailed monthly invoice per individual and summarized invoice per department before the 7<sup>th</sup> of the following month.
- 10.3 List value added proposition e.g., percentage (%) discount offered.
- 10.4 Copies of price comparisons/quotations and third-party detailed invoices for car rental and accommodation should be obtained and submitted together with invoice/s per individual. In the cases of Air Transport, service providers are required to provide copy/ies of an Electronic Ticket Receipt or 3rd party invoice as proof of bookings. If it was not possible to obtain price comparisons/quotations for travel requests, reasons must be provided.
- 10.5 The Department requires bidders to use the Transaction Fee model.

### 10.6 Transaction Fees

- 10.6.1 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.
- 10.6.2 The bidder must further indicate the estimated percentage split between **Traditional Booking** and **On- line Bookings**.

### 10.7 Volume Driven Incentives

- 10.7.1 It is important for bidders to note the following when determining the pricing:
  - i. National Treasury has implemented cost containment measures which must be implemented and enforced by the Department. Travel Management Services Companies are required to adhere to such cost containment measures whereby negotiated non-commissionable fares and rates with various airlines carriers and other service providers were negotiated by the National Treasury;
  - ii. No override commissions earned reservations will be paid to the TMC's.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- iii. An open book policy will apply, and any commissions earned will be reimbursed; and
- iv. TMC's are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institutions.

## **11. PERIOD OF CONTRACT**

**11.1** The travel agency contract will be running for a period of 3 years from the date of approval of the contract.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **SBD FORMS TO BE COMPLETED AND SIGNED:**

- **SBD 1**
- **SBD 3.2**
- **SBD 4**
- **SBD 6.1**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SBD 4

## 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

<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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SBD 4

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

## 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

<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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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 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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

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

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2

Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;"><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p style="text-align: center;">.....</p>
---	--

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



# ATTACH:

- **PROOF OF REGISTRATION ON CSD**

**PRINT OUT REPORT OF CSD  
WITH PROOF OF COMPLIANT  
TAX MATTERS**

- **TAX COMPLIANCE STATUS**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# ATTACH:

## **1) CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE REFLECTING ACTIVE MEMBERS**

**(CK1/CK2)/TRUST DEED/PTY LTD MEMORANDUM OF  
INCORPORATION/  
CERTIFICATE OF INCORPORATION/ PARTNERSHIP AGREEMENT  
ETC.**

## **2) ID DOCUMENTS OF DIRECTORS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **IN CASE OF JOINT VENTURE:**

# **ATTACH SIGNED JOINT VENTURE AGREEMENT (signed by both parties)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**ATTACH VALID**  
**AND ORIGINALLY**  
**SIGNED/**  
**ORIGINAL**  
**CERTIFIED BBBEE**  
**CERTIFICATE/**  
**SWORN AFFIDAVIT**

**AND ENSURE THAT YOU COMPLETE AND SIGN THE SBD 6.1**  
**FORM**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **FUNCTIONALITY**

# **ATTACH**

# **REFERENCE LETTER**

# **AND**

# **APPOINTMENT**

# **LETTER/SLA/PAYMENT**

# **SYSTEM REPORT**

**(Ensure that the letters comply with criteria)**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **FUNCTIONALITY**

# **ATTACH:**

**SIGNED AND SOUND FINANCIAL  
STATEMENTS FOR TWO LATEST  
FINANCIAL YEARS**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **FUNCTIONALITY**

# **ATTACH:**

## **MUNICIPAL ACCOUNT OR LEASE AGREEMENT**

(In case of lease agreement **originally certified copies** of invoices/proof of payment by the tenant for the last three months as proof that the landlord has been paid by the tenant.)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **FUNCTIONALITY**

# **ATTACH:**

## **CV'S OF :**

**1) SENIOR TRAVEL  
CONSULTANT**

**2) TRAVEL  
CONSULTANT**

**3) FINANCE OFFICER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>CHECK LIST:</b>			
<b>SUMMARY OF FORMS TO BE COMPLETED AND REQUIREMENTS</b>			
<b>PLEASE ENSURE THAT YOU SIGN AND COMPLETE THE FOLLOWING DOCUMENTS:</b>			
<b>SBD FORM</b>	<b>DESCRIPTION</b>	<b>TO BE COMPLETED BY</b>	<b>COMMENTS ON COMPLIANCE BY SERVICE PROVIDER</b>
<b>STANDARDIZED BID FORMS</b>			
<b>SBD 1</b>	Invitation to bid	To be completed and signed by the service provider.	
<b>SBD 4</b>	Declaration of interest	To be completed and signed by the service provider.	
<b>SBD 6.1</b>	Preference points claim form	To be completed and signed by the service provider in order to claim points	
<b>SBD 3.2</b>	Pricing schedule	Service Provider must: <ul style="list-style-type: none"> <li>Indicate price</li> </ul>	
<b>PLEASE ENSURE/PROOF THAT TAX MATTERS ARE IN ORDER BY SUBMITTING THE FOLLOWING DOCUMENT:</b>			
<b>TAX MATTERS TO BE IN ORDER</b>			
<b>CSD PRINT OUT SARS PIN</b>	Service provider must proof valid tax matters by providing: <ul style="list-style-type: none"> <li>Each party to a Consortium/Joint Venture must submit a separate valid Tax Clearance Certificate/CSD printout report with the bid.</li> <li>CSD printout report with compliant tax matters.</li> <li>Tax compliance status</li> </ul>		
<b>PLEASE ENSURE THE SUBMITTING OF THE FOLLOWING DOCUMENT:</b>			
<b>JOINT VENTURE AGREEMENT (if applicable)</b>			
<b>Joint Venture agreement</b> (Compulsory if applicable)	In the event that a joint venture bid is submitted a <b>signed</b> joint venture agreement, witnessed by a registered Attorney at Law must be submitted with the bidding document. Failure to submit a signed joint venture agreement ( <b>signed by all the parties</b> ) will lead to disqualification of the bid.		
<b>PLEASE ENSURE THE FOLLOWING:</b>			
<b>SPECIFICATION, SPECIAL CONDITIONS AND FUNCTIONALITY CRITERIA</b>			
<ul style="list-style-type: none"> <li>Please ensure that you attach <b>ALL</b> documents as requested in specification, special conditions and functionality criteria.</li> </ul>			
<b>ENSURE THAT YOU ATTACH AN ORIGINAL SIGNED/ORIGINAL CERTIFIED COPY OF YOUR BBBEE CERTIFICATE</b>			

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



# **GENERAL CONDITIONS OF CONTRACT IS APPLICABLE**

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

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2