

## **BID NO 09/FY/26**

TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 2 YEARS

ADVERTISEMENT DATE:	<b>18 SEPTEMBER 2025</b>			
CLOSING DATE:	21 OCTOBER 2025			
CLOSING TIME:	11h00am			
ADDRESS:	ECPTA Offices			
	17-25 Oxford Street, East			
	London			
BIDDER NAME:				
CSD NUMBER:				
PRICE OFFER FOR 3 YEARS				
PRICE OFFER FOR OPTIONAL				
2 YEARS				

URGENT FRAUD ALERT	REPORT
CRIMINAL CALLS TARGETING BIDDERS NO PAY-OFFS TO SUBMIT OR SECURE TENDERS STAY VIGILANT - REPORT FRAUD *ECPTA will not ask any bidder for any monies	Whistle Blowers PRIVATE & CONFIDENTIAL 0800 611 085 ecpta@whistleblowing.co.za www.whistleblowing.co.za



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## TENDER NOTICE

BID NO.09/FY/26

Bids are hereby invited for TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 2 YEARS

Bid documents outlining detailed specifications will be made available from Friday, **19**<sup>th</sup> **September 2025** "FREE OF CHARGE". Documents can be downloaded from the ECPTA website: <a href="https://www.visiteasterncape.co.za/corporate/procurement/tenders">www.visiteasterncape.co.za/corporate/procurement/tenders</a> or Eastern Cape Provincial Treasury: <a href="https://www.ectreasury.gov.za">www.ectreasury.gov.za</a> or National Treasury e-tender portal: <a href="https://www.etenders.gov.za">www.etenders.gov.za</a>.

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday 21st October 2025, at which time the bids will be opened in public.

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0871, e-mail: tenders@ecpta.co.za or Contact Mr. Mcebisi Sandi for technical enquires at 043 492 0685 during working normal hours, email tenders@ecpta.co.za

ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below: Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email: <a href="mailto:ecpta@whistleblowing.co.za">ecpta@whistleblowing.co.za</a>; Tip-offs Website: <a href="https://www.whistleblowing.co.za">www.whistleblowing.co.za</a>

#### **EVALUATION CRITERIA**

A three (3) Stage evaluation process will be employed. In Stage one, all bids received will be evaluated for **administrative compliance**. Only service providers who meet all the criteria for **administrative compliance** will proceed to stage 2 where bids will be evaluated on **technical compliance**. Only bidders meet the technical requirements will proceed to stage 3 where bids will be assessed for **Price and Specific goals** in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference point system.

## **Stage 1: Administrative compliance**

Bidders must comply with the set of administrative compliance requirements listed below. Bidders must comply with the set of administrative compliance requirements and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

- Bank Rating Certificate
- ASATA Registration
- IATA Licence/Certificate

## Stage 2: Technical compliance

Bidders must comply with the set of technical compliance requirements listed below. Bidders must comply with the set of Compliance and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

- Company Experience:
- Key Project Team Members:
- Methodology

## Stage 3: Price & Specific Goals

CRITERIA	POINTS
Price	80
Specific Goals	20
Total	100

## SBD 1

# PART A INVITATION TO BID

YOU ARE HERE AGENCY	BY II	NVITED TO BID	FOR REQUIREM	MENTS	OF THE EAST	ERN (	CAPE PARKS &	TOURISM
			CLOSING					
BID NUMBER:	09/F	Y/26	DATE:	21	October 2025	CLO	SING TIME:	11:00 am
TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO DESCRIPTION EXTEND FOR A FURTHER PERIOD OF 2 YEARS								
DESCRIPTION		CUMENTS MAY I				IATE	DAT (STREET	ADDBESS)
17-25 Oxford Str		COMENTS MAT	BE DEPOSITED	IIN I III	E BID BOX SITE	JAIL	DAI (SIKEEI)	ADDRESS)
Cnr. Oxford and		Street						
East London, 520								
		DE ENQUIDIES I	MAYDE					
DIRECTED TO	בטטו	RE ENQUIRIES I	VIAT BE	TECH	HNICAL ENQUIP	RIES I	MAY BE DIRECT	TED TO:
CONTACT					•			
PERSON		Ms. Unathi Zing	ganto		TACT PERSON	N	Icebisi Sandi	
TELEPHONE					PHONE			
NUMBER		043 492 0871		NUM	BER	0	43 492 0685	
FACSIMILE NUMBER		_		FACS	SIMILE NUMBER	₹		
E-MAIL ADDRES	SS	tenders@ecpta.c	co.za		AIL ADDRESS		enders@ecpta.co	.za
SUPPLIER INFO		TION						
NAME OF BIDDI	ER							
POSTAL								
ADDRESS								
STREET ADDRESS								
TELEPHONE								
NUMBER		CODE		NU	IMBER			
CELLPHONE NUMBER								
FACSIMILE								
NUMBER		CODE		NUMBER				
E-MAIL ADDRESS								
VAT REGISTRATION								
NUMBER								
SUPPLIER		TAX			CENTRAL			
COMPLIANCE		COMPLIANCE		OR	SUPPLIER			
STATUS		SYSTEM PIN:			DATABASE		. ^	
ARE YOU THE				ARF	No: YOU A	MAA	VA	
ACCREDITED					EIGN BASED			
REPRESENTAT	IVE			SUPI	PLIER FOR	□Y	es ∐No	
IN SOUTH AFRI		□Yes	□No	THE				
FOR THE GOOD	)S				DS/SERVICES		ES, ANSWER T	
/SERVICES [IF YES ENCLOSE PROOF] OFFERED? QUESTIONNAIRE BELOW]					ELOW]			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?								
					II AI NOA (NOA	·) ·		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?								

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE	RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION' IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOU (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	A REQUIREMENT TO REGISTER FOR

# PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COM	MPLY WITH ANY OF THE ABOVE PARTICULARS
MAY RENDER THE BID INVALID.	
NAME OF THE SIGNATORY	
SIGNATURE OF THE BIDDER	
CAPACITY UNDER WHICH THIS BID	IS
SIGNED:	(Proof of authority must be submitted e.g.
company resolution)	
DATE:	

## **TERMS OF REFERENCE**

## 1 Background

The Eastern Cape Parks and Tourism Agency (ECPTA), established and mandated in terms of the Eastern Cape Parks and Tourism Agency Act (2 of 2010), is responsible for the management of the Eastern Cape Provincial Parks. To achieve its management objectives, the Agency requires the services of a Travel Management Company (TMC) to provide travel management services for a period of 3 years with an option to extend for a further period of 2 years.

## 2 Scope Of Works

## 2.1 Travel Volumes

The current ECPTA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the estimated number of transactions for the last and current year as follows: The ECPTA reserves the right to increase or decrease the number of transactions based on the financial status of the entity.

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel – Domestic	182	R487 624.20
Air Travel - Regional & International	8	R480 095.15
Car Rental – Domestic	1530	R2 694 931.86
Shuttle Services – Domestic	10	R4 590.00
Accommodation – Domestic	904	R4 084 606.90
Accommodation - Regional & International	6	R193 943.35
Transfers – Domestic	5	R7 000.00
Transfers - Regional & International	5	R55 149.55
Bus/Coach bookings	81	R166 905.00
Conferences/Events	146	R1 135 364.01
After Hours	12	R1 560.00
Parking	0	R0
Insurance	6	R3 650.00

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Forex	0	R0
Visa	2	R5 454.50
GRAND TOTAL	2897	R9 320 874.52

The estimated expenditure is per annum and may vary based on ECPTA needs.

## 2.2. Service Requirements

#### General

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

- **a.** Manage the third-party service providers by addressing service failures and complaints against these service providers.
- **b.** Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

#### 2.3. Accommodation

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

- traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or ECPTA.
- **e.** Accommodation vouchers must be issued to all ECPTA travellers for accommodation bookings and must be invoiced to ECPTA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- **f.** The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- **g.** Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

#### 2.4. Air Travel

- a. The TMC must be able to book full-service carriers as well as low-cost carriers.
- **b.** The TMC will book the most cost-effective airfares possible for domestic travel.
- **c.** For international flights, the airline which provides the most cost effective and practical routings may be used.
- **d.** The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- **e.** The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- **f.** Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- **g.** The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- **h.** The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- **j.** Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- **k.** Assist with lounge access if and when required.

#### 2.5. Car Rental, Shuttle Services and Truck Hire for relocations

- **a.** The TMC will book the approved category vehicle in accordance with the ECPTA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue), cheapest rates within/outside their network of suppliers.
- **b.** The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- **c.** The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- **d.** For international travel the Service Provider may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- **e.** The TMC will book transfers in line with the ECPTA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the ECPTA and ensure compliance with minimum standards. The Service Provider should also assist in negotiating better rates with relevant shuttle companies.
- **g.** The TMC must during their report period provide proof that negotiated rates were booked, where applicable.
- h. The TMC will be required to book heavy duty vehicles for transportation of furniture and other heavy goods.

## 2.6. Conferencing, Venue Hire and Event Services

- **a.** The TMC will be responsible for booking conference venue hire and event services
- b. Facilitate the payment and procurement of ECPTA negotiated conference, venue and event management services. In cases where the ECPTA has negotiated preferred rates the appointed service provider may only charge VAT in the facilitation and payment of these services.
- **c.** The ECPTA has rural based projects and as such the service provider will be required to arrange venue hiring services from individuals with homesteads as identified by project requirements.

## 2.7. After Hours and Emergency Services

- **d.** The TMC must provide at minimum two (2) or more consultants to assist with after hours and emergency reservations and changes to travel plans.
- **b.** A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.

- **c.** After hours' services must be provided from Monday to Friday outside the official hours (16h30 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- **d.** A call centre facility or after hours contact number with a minimum of two (2) alternative numbers should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- **e.** The 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.

## 2.8. Financial Management

The TMC must implement the rates negotiated by ECPTA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

- a) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to ECPTA for payment within the agreed time period.
- b) Enable savings on total annual Accommodation expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- c) The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the Service Provider who, in turn, invoices ECPTA for the services rendered.
- d) Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- e) Consolidate Accommodation Supplier bill-back invoices.
- f) In certain instances where institutions have a travel lodge card in place, the payment of accommodation is consolidated through a corporate card vendor.
- g) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to ECPTA's Financial Department on the agreed time period (e.g., weekly). This includes attaching the Accommodation Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider billback report or the credit card statement.
- h) Ensure Accommodation Supplier accounts are settled timeously.

## 2.9. Technology, Management Information and Reporting

- **a.** The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- **b.** The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- **c.** All management information and data input must be accurate.
- **d.** The TMC will be required to provide the ECPTA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- e. The reporting templates can be found on <a href="http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral">http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral</a>
  <a href="mailto:aspx">.aspx</a>
- f. Reports must be accurate and be provided as per ECPTA's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- **g.** ECPTA may request the TMC to provide additional management reports.
- **h.** Reports must be available in an electronic format for example Microsoft Excel.
- i. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

## 2.9.1. Finance Reports

- a. Reconciliation of commissions/rebates or any volume driven incentives;
- b. Creditor's ageing report;
- c. Creditor's summary payments;
- d. Daily invoices;
- e. Reconciled reports for Travel Lodge card statement;
- f. No show report;
- g. Cancellation report;
- h. Receipt delivery report;
- i. Monthly Bank Settlement Plan (BSP) Report;
- j. Refund Log;
- k. Open voucher report, and
- m. Open Age Invoice Analysis.

n. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

#### 2.10. Account Management

- **a.** An Account Management structure should be put in place to respond to the needs and requirements of the ECPTA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- **b.** The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the ECPTA's account.
- **c.** The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.
- **d.** A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e. Ensure that the ECPTA's Travel Policy is enforced.
- **f.** The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- g. The ECPTA will monitor the performance of the TMC on a bi-annual basis through meetings and or performance survey forms.
- h. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- i. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

## 2.11. Office Management

- **a.** The TMC to ensure high quality service to be always delivered to the ECPTA's travellers. The Service Provider is required to provide ECPTA with highly skilled and qualified human resources of the following roles but not limited to:
  - i. Travel Consultants
  - ii. Account Manager
  - iii. Finance Manager

#### 2.12. Pricing Model

a. ECPTA requires a single pricing model being the transactional fee model.

#### **Transaction Fees**

**b.** 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.

#### c. Volume driven incentives

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

- I. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers.
- II. No override commission earned through ECPTA reservations will be paid to the TMCs.
- III. An open book policy will apply, and any commission earned through the ECPTA volumes will be reimbursed to ECPTA.
- IV. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

#### 2.13. Booker Communication

At a minimum the following modes of communication must be done for all bookers notification:

- SMS
- EMAIL,
- WHATSAPP

#### 3. EVALUATION CRITERIA

A three (3) Stage evaluation process will be employed. In Stage one, all bids received will be evaluated for **administrative compliance**. Only service providers who meet all the criteria for **administrative compliance** will proceed to stage 2 where bids will be evaluated on **technical compliance**. Only bidders meet the technical requirements will proceed to stage 3 where bids will be assessed for **Price and Specific goals** in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference point system.

## Stage 1: Administrative compliance

Bidders must comply with the set of compliance requirements listed below. Bidders must comply with the set of Compliance and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

- <u>Bank Rating Certificate:</u> Bidders must submit a Code A, B or C Bank rating certificate for financial capability. Bank Rating Certificates must not be older than 3 months from the closing date of the bid. Bank Rating Certificates which are not dated or dated outside the 3 months period and lower will not be considered. Bank Confirmation letters will not be considered.
- <u>ASATA Registration</u>: Bidders are required to submit their valid Association of South African Travel Agents (ASATA) proof of registration certificate at closing date. The ASATA certificate must be valid at closing date of the bid.
- <u>IATA Licence/Certificate:</u> Bidders are required to submit a valid copy of their International Air Transport Association (IATA) licence/ certificate at closing date. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date. The IATA Licence/Certificate must be valid at the closing date of the bid.

## Stage 2: Technical compliance

Bidders must comply with the set of technical compliance requirements listed below. Bidders must comply with the set of Compliance and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

<u>Company Experience</u>: Bidders must submit a minimum of <u>five (5) travel management</u> <u>projects</u> completed or current in organizations similarly sized or similarly mandated public entities or government departments. Only completed/current projects with a duration of three years and above will be considered for evaluation.

Proof of experience that will be acceptable

- a) Appointment letters and reference forms attached to the bid document or
- b) Appointment letters **and** reference letters from previous/current clients.

The reference forms must be completed, signed and stamped by the client(s) previously serviced or currently servicing.

NB: Each reference letter/form must be accompanied by the corresponding appointment letter. Reference forms that are incomplete or that do not comply with the stipulated requirements will not be considered for evaluation. Please note that Service Level Agreements (SLAs) and Purchase Orders (POs) will not be accepted as proof of company experience.

 Key Project Team Members: Bidders must submit CV's, copies of qualifications and copies of professional registration for the following key project team members.

- a) At least two (2) accredited travel agents with a minimum of three years' experience each
- b) At least one (1) Accounts Manager with a minimum of five years relevant experience.

The number of project team members listed above is not an indication of the size of ECPTA account; however, it is for evaluation purposes.

• <u>Methodology:</u> Bidders must submit a detailed methodology including but not limited to the following:

## I. Manage all reservations/ bookings

 Describe how all travel reservations/ bookings are handled e.g. car rental, flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air and car passport requirement, confirmation numbers and additional proof of competency.

## II. Directly negotiated rates

- Negotiated airline fares, car rental rates, etc, that are negotiated directly or established by National Treasury or by ECPTA are non-commissionable, where commissions are earned for ECPTA bookings, all these commissions should be returned to ECPTA on a quarterly basis.
- Describe how these specific rates will be secured. Describe any automated tools
  that will be used to assist with maintenance and processing of the said negotiated
  rates.

## III. Account Management

- Bidders must submit a detailed skills transfer plan with milestones over the duration
  of the period. The skills transfer plan must outline detailed steps and processes that
  will be undertaken to ensure that ECPTA would be ready to manage the account
  internally at the end of the contract period
- Describe how queries, requests, changes and cancellations will be handled. What
  is your mitigation and issue resolution process? Please provide a detailed response
  indicating performance standards with respect to resolving service issues. Complaint
  handling procedure must be submitted.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE INFORMATION / EVIDENCE WILL RESULT TO IMEMDIATE REJECTION OF THE BID

**Stage 3: Price and Specific Goals** 

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

POINTS FOR SPECIFIC GOALS					
Specific Goals Category	Weighting (of	Number of	Acceptable		
	20 Points)	points	Evidence		
Locality (Enterprises located in the Eastern	30%	7	<u>Valid Proof of</u>		
Cape Province)			Address.		
			Municipal Council		
			Letter		
			<u>Or</u>		
			Lease Agreement/		
			<u>Or</u>		
			Statement of		
			Account		
			Proof must be valid		
			at the time of		
			submission		
>51% Women Ownership	25%	5	CSD report		
10-50% Women Ownership		2.5	<u>Or</u>		
<10% Women Ownership		0	CIPC certificate &		
			ID Copy		
>51% Historically Disadvantaged Individuals	15%	3	CSD report		
Ownership			<u>Or</u>		
(South African citizen - who, had no franchise in			CIPC certificate &		
national elections prior to the introduction of the			ID Copy		
Constitution of the Republic of South Africa, 1983		1.5			
(Act 110 of 1983) or the Constitution of the		0			

POINTS FOR SPECIFIC GOALS							
Republic of South Africa, 1993, (Act 200 of							
1993))							
10-50% HDI Ownership							
<10% HDI Ownership							
>51% Youth Ownership	15%	3	CSD report				
10-50% Youth Ownership		1.5	<u>Or</u>				
<10% Youth Ownership		0	CIPC certificate &				
			ID Copy				
>51% Disability Ownership	10%	2	Medical certificate				
10-50% Disability Ownership		1					
<10% Women Ownership		0					
TOTAL	100%	20					

## BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- The ECPTA reserves the right to verify the authenticity of the evidence submitted. Should
  the evidence submitted be found to be misrepresented, the bidder would be disqualified
  and reported to the National Treasury Database of restricted service providers.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of a full CSD report for the month of closing of the bid.
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 150 days.

Bidders may only request clarification in writing up to 5 workings days before the closing date stated in the Tender Notice. No requests for clarifications will be accepted after the 14<sup>th</sup> of October 2025

#### **GENERAL CONDITIONS OF THE BID**

#### 1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

#### 2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 8-15)

#### 3. Contract to be Binding.

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties.

#### 4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. *The lowest or any Bid will not necessarily* be accepted. The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

## 5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

#### 6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

## 7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

## 8. Period of Validity for Bids and withdrawal of Bid after Closing Date

Bids are to be held valid and binding for 150 days from the closing date of submissions (calculated from, but not including, the due date).

## 9. Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so.

The Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary. The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

#### 10. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

#### 11. Price Escalation

Price escalation should be provided for the entire five (5) year period.

## 12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

#### 13. Samples

None

#### 14. Duration of the Bid

The contract duration is three (3) years with an option to extend for a further period of two (2) years from contract signing date. The option to renew will solely be at the discretion of ECPTA subject to need, budget and performance of the service provider.

15. Delivery Periods: The successful bidder will liaise with Mr. Mcebisi Sandi at 043 492 0685

## 16. Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked "PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 2 YEARS." - BID NO. 09/FY/26" Bids must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than 11:00 am on the 21<sup>st</sup> of OCTOBER 2025. Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

#### 17. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Ms. Unathi Zinganto at 043 492 0871 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: <a href="mailto:tenders@ecpta.co.za">tenders@ecpta.co.za</a>

#### 18. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

#### 19. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

#### 20. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

#### 21. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A Service Level Agreement (SLA) will be signed between ECPTA and the successful service provider.

## **GENERAL CONDITIONS OF CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Chief Executive Officer"** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **"Contract price"** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 "Day" means calendar day.
- 1.9 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.10 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.11 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 "**Dumping**" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 "ECPTA" means Eastern Cape Parks & Tourism Agency.
- 1.14 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, guarantine restrictions and freight embargoes.

- 1.15 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 "Letter of acceptance" means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor's tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 "Project site," where applicable, means the place indicated in bidding documents.
- 1.24 "**Purchaser**" means the organization purchasing the goods.
- 1.25 "Republic" means the Republic of South Africa.
- 1.26 "SCC" means the Special Conditions of Contract.
- 1.27 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.28 "Signature date" means the date of the letter of acceptance;
- 1.29 "Tender" means an offer to supply goods/services to ECPTA at a price;

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1.30 **"Tenderer"** means any person or body corporate offering to supply goods/services to ECPTA;

1.31 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

#### 4. Standards

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

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

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent rights

- 6.2 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

#### 7. Performance security

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

## 8. Inspections, tests and analyses

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

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

#### 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:







- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## 14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
  - (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

## 16. Payment

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

#### 17. Prices

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

### 18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. Contract amendments

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

#### 20. Assignment

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

#### 21. Subcontracts

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

#### 22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

#### 23. Penalties

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

#### 24. Termination For Default

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

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

## 25. Anti-Dumping and Countervailing Duties and Rights

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

## 26. Force Majeure

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

### 27. Termination For Insolvency

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

## 28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

#### 29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 30. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

#### 31. Applicable Law

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## 32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

#### 33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

#### 34. Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

## 35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## 36. National Industrial Participation Programme (NIPP)

36.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## 37. Amendment of Contracts

- 37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned

DATE	SIGNATURE OF BIDDER

#### SBD3.1

## PRICING SCHEDULE – FIRM PRICES (TRADITIONAL BOOKING FEES)

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

NAME OF BIDDER:	BID NO:09/FY/26
NAME OF BIDDER:	BID NO:09/FY/20

TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A

FURTHER PERIOD OF 2 YEARS

CLOSING TIME: 11:00 CLOSING DATE: 21 OCTOBER 2025

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

	TRADITIONAL BOOKINGS							
		YEAR 1		YEAR 2		YEAR 3		
Item	Description	Estimat ed Volume	Unit Price (Inc vat)	Unit Price (Inc vat)	Unit Price (Inc vat)	Total Amount	Unit Price (Inc vat)	Total Amount
1.	Air travel – Domestic	182	R	R	R	R	R	R
2.	Air Travel - Regional & International	8	R	R	R	R	R	R
3.	Car Rental - Domestic	1530	R	R	R	R	R	R
4.	Car Rental - Regional & International	10	R	R	R	R	R	R
5.	Shuttle Services – Domestic	904	R	R	R	R	R	R
6.	Accommodation Domestic	6	R	R	R	R	R	R
7.	Accommodation – Regional and international	5	R	R	R	R	R	R
8.	Transfers – Domestic	5	R	R	R	R	R	R
9.	Transfer – Regional & International	81	R	R	R	R	R	R
10.	Bus/Coach bookings	146	R	R	R	R	R	R
11.	Train – Regional & International	182	R	R	R	R	R	R
12.	Conferences/Events	8	R	R	R	R	R	R
13.	After Hours	12	R	R	R	R	R	R

14.	Parking	0	R	R	R	R	R	R
15.	Insurance	6	R	R	R	R	R	R
16.	Forex	0	R	R	R	R	R	R
17.	Visa	0	R	R	R	R	R	R
	TOTAL PRICE			R		R		R

## **PRICING FOR OPTIONAL 2 YEARS**

	TRADITIONAL BOOKINGS							
			YEAR 1		YEAR 2			
Item	Description	Estimated Volume	Unit Price (Inc vat)	Total Amount	Unit Price (Inc vat)	Total Amount		
1.	Air travel – Domestic	182	R	R	R	R		
2.	Air Travel - Regional & International	8	R	R	R	R		
3.	Car Rental - Domestic	1530	R	R	R	R		
4.	Car Rental - Regional & International	10	R	R	R	R		
5.	Shuttle Services – Domestic	904	R	R	R	R		
6.	Accommodation Domestic	6	R	R	R	R		
7.	Accommodation – Regional and international	5	R	R	R	R		
8.	Transfers – Domestic	5	R	R	R	R		
9.	Transfer – Regional & International	81	R	R	R	R		
10.	Bus/Coach bookings	146	R	R	R	R		
11.	Train – Regional & International	182	R	R	R	R		
12.	Conferences/Events	8	R	R	R	R		
13.	After Hours	12	R	R	R	R		
14.	Parking	0	R	R	R	R		
15.	Insurance	6	R	R	R	R		



16.	Forex	0	R	R	R	R
17.	Visa	0	R	R	R	R
	TOTAL PRICE			R		R

CONFERENCE AND EVENT TRANSACTION	ESTIMATED FEE	PERCENTAGE	ESTIMATED
		FEE	TOTAL
Conference Transaction fee (as a % of the total turnover of the event	R 500 000.00		R

#### **SUMMARY PRICE SCHEDULE**

NO	TRANSACTION FEES	TOTAL FEES (Incl. VAT)
1	Total for 3 Years	R
2	Total For optional 2 Years	R
3	Conferencing Fees (tendered % x R500,000)	
Estimated Total Bid Price for 5 Years		R

#### **Pricing Instructions:**

- Estimated Volume figures displayed above are for evaluating purpose and the ECPTA volumes may increase/decrease based on the requirements of the ECPTA.
- All costs associated with carry out the service listed from page. 8-15 must be included in the Grand Total.
- No additional cost will be paid out by the agency for any additional cost not expressed in the pricing schedule above.
- The tender is rate based and the rate per transaction quoted shall remain fixed for the duration of the contract.

THE UNDERSIGNED (NAME & SURNAME)	CERTIFY
THAT THE INFORMATION FURNISHED ABOVE IS C	CORRECT.
Signature	Date
Name of Bidder	Position

#### **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 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	ldentity Number	Name of State institution

2.1.2 If the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise are employed by the state, is there any approval to conduct business with the state, signed by the accounting officer/authority attached?

YES/NO or N/A

Please attach letter of approval signed by the Accounting Officer/ Accounting Authority.

Failure to submit proof of approval from the Accounting Officer/ Accounting Authority will lead to immediate rejection of the bid/quotation.

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

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

3.1 I have read and I understand the contents of this disclosure:

who is employed by the procuring institution? YES/NO

- 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 consortium1 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during 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.

2/12/0/0/2

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<sup>&</sup>lt;sup>1</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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

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

#### 2. **DEFINITIONS**

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left( 1 + \frac{Pt - P max}{P max} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Enterprises located in the	7	
Eastern Cape Province)		

>51% Women Ownership	5	
10-50% Women Ownership	2.5	
<10% Women Ownership	U	
>51% Historically Disadvantaged	3	
Individuals Ownership		
(South African citizen - who, had no		
franchise in national elections prior to		
the introduction of the Constitution of		
the Republic of South Africa, 1983 (Act	1.5	
110 of 1983) or the Constitution of the	0	
Republic of South Africa, 1993, (Act		
200 of 1993))		
10-50% HDI Ownership		
<10% HDI Ownership		
>51% Youth Ownership	3	
10-50% Youth Ownership	1.5	
<10% Youth Ownership	O O	
>51% Disability Ownership	2	
10-50% Disability Ownership	1 0	
<10% Women Ownership	O O	
TOTAL	20	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm		
4.4.	Company registration number:		
4.5.	TYPE OF COMPANY/ FIRM		
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Public Company</li> <li>□ Personal Liability Company</li> <li>□ (Pty) Limited</li> <li>□ Non-Profit Company</li> <li>□ State Owned Company</li> <li>[TICK APPLICABLE BOX]</li> </ul>		

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify





that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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



## **EVALUATION CRITERIA**

**STAGE 1: Administrative Compliance** 

## ATTACHED BANK RATING CERTIFICATE

## ATTACHED ASATA REGISTRATION CERTIFICATE

## ATTACHED IATA LICENCE / CERTIFICATE

#### **EVALUATION CRITERIA**

#### **STAGE 2: Technical Compliance**

This form must be completed by the authorized person of the bidder's current or previous clients. The form must be fully completed, signed, and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

#### 1. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

Performance Rating			Comments
Work performed in compliance	Excellent	5	
with contract terms.	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in	Excellent	5	
relation to the work to be	Good	4	
performed.	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	

	Poor	T	2				
	Very Poo		<u>-</u> 1				
	1019100		•				
Customer services.	Excellen	t	5				
	Good		4				
	Fair		3				
	Poor		2				
	Very Poo	or	1				
Quality of Service.	Excellen	t	5				
	Good		4				
	Fair		3				
	Poor		2				
	Very Poo	or	1				
Communication and accessibility.	Excellen	t	5				
	Good		4				
	Fair		3				
	Poor		2				
	Very Poo	or	1				
Documentation records, receipts,	Excellen	t	5				
invoices and computer-			4				
generated reports received in a	Fair		3				
timely manner and in compliance	Poor		2				
with contract specification	Very Poo		1				
Would you recommend using this				If no, provide rea	asons	:	
service provider in future?	Yes	No					
OVERALL PERFORMANCE							
OVERALL PERFORMANCE Excellent Good	Fair	-		Poor		Very Poor	
OVERALL PERFORMANCE  Excellent Good	Fair	-		Poor		Very Poor	
Excellent Good				•			
				Poor  Designation			
Excellent Good  Name of Authorized Person		_		Designation_			
Excellent Good  Name of Authorized Person		_		•			
Excellent Good  Name of Authorized Person  Email Address		_		Designation	er _		
Excellent Good  Name of Authorized Person		_		Designation_	er _		
Excellent     Good       Name of Authorized Person        Email Address        Signature		_		Designation	er _		
Excellent Good  Name of Authorized Person  Email Address		_		Designation	er _		
Excellent     Good       Name of Authorized Person        Email Address        Signature		_		Designation	er _		
Excellent     Good       Name of Authorized Person        Email Address        Signature		_		Designation	er _		
Excellent     Good       Name of Authorized Person        Email Address        Signature		_		Designation	er _		

#### 2. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

Performance Rating			Comments
Work performed in compliance	Excellent	5	
with contract terms.	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in	Excellent	5	
relation to the work to be	Good	4	
performed.	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	

			C			4	1				
			Goo			4					
			Fair			3					
			Poo			2					
				y Po		1					
Communication	n an	d accessibility.		ellen	ıt	5					
			God	od		4					
			Fair			3					
			Poo	r		2					
			Ver	y Po	or	1					
Documentation	rec	ords, receipts,	Exc	ellen	ıt	5					
	nd	computer-	Good			4					
generated rep			Fair			3					
timely manner			Pod	r		2					
with contract s	peci	fication		y Po	or	1					
Would you reco	omn	nend using this					lf ı	no, provide reas	ons:		
service provide			Yes	S	No			•			
·											
<b>OVERALL PER</b>	FOF										
Excellent		Good		Fai	r			Poor		Very Poor	
Name of Author	izod	Porcon					_	Designation			
Name of Author	izeu	reison			_			Designation			
Email Address_					_		(	Contact number			
Signature					_			Date			
Official Sta	<b></b>										
Official Star	пр										

#### **3.REFERENCE FOR THE BIDDER**

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
<b>Contractual Completion Date</b>	
Bidder's Completion Date	

Performance Rating			Comments
Work performed in compliance	Excellent	5	
with contract terms.	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in	Excellent	5	
relation to the work to be	Good	4	
performed.	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

Quality of Service.	Excellen	ıt	5			
duality of convictor	Good		4			
	Fair		3			
	Poor		2			
	Very Po	or	1			
Communication and accessibility.	Excellen		5			
	Good		4			
	Fair		3			
	Poor		2			
	Very Po	or	1			
Documentation records, receipts,	Excellen	it	5			
invoices and computer-	Good		4			
generated reports received in a	Fair		3			
timely manner and in compliance	Poor		2			
with contract specification	Very Po	or	1			
Would you recommend using this service provider in future?	Yes	No		If no, provide rea	asons:	
OVERALL PERFORMANCE	1	l				
Excellent Good	Fai	r		Poor	Very Poor	
Name of Authorized Person		_		Designation		
Email Address		_		Contact number	er	
Signature		_		Date		
Official Stamp						
F						

#### **4.REFERENCE FOR THE BIDDER**

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

Performance Rating			Comments
Work performed in compliance	Excellent	5	
with contract terms.	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in	Excellent	5	
relation to the work to be	Good	4	
performed.	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	

	Goo	d		4			
	Fair	u		3			
	Pool	r		2			
	Very	/ Po	or	1			
Communication and accessibility.	Exce			5			
,	Goo		<u>-</u>	4			
	Fair			3			
	Pool	r		2			
	Very	/ Po	or	1			
Documentation records, receipts,	Exce	ellen	t	5			
invoices and computer-	Goo	d		4			
generated reports received in a	Fair			3			
timely manner and in compliance	Pool	r		2			
with contract specification	Very	/ Po	or	1			
Would you recommend using this service provider in future?	Yes	<b>;</b>	No		If no, provide reas	sons:	
OVERALL PERFORMANCE			l				
Excellent Good		Fai	r		Poor	Very Poor	
Name of Authorized Person			_		Designation		
Email Address			_		Contact number		
Signature			_		Date		
Official Stamp							
·							

#### **5.REFERENCE FOR THE BIDDER**

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
<b>Contractual Completion Date</b>	
Bidder's Completion Date	

Performance Rating			Comments
Work performed in compliance	Excellent	5	
with contract terms.	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in	Excellent	5	
relation to the work to be	Good	4	
performed.	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

Quality of Convince	Cycellen	.+	5			
Quality of Service.	Excellen	it .	4			
	Good Fair					
	Poor		3			
Communication and accominity	Very Po		1			
Communication and accessibility.	Excellen	Ι	5			
	Good		4			
	Fair		3			
	Poor		2			
	Very Po		1			
Documentation records, receipts,	Excellen	ıt	5			
invoices and computer-	Good		4			
generated reports received in a	Fair		3			
timely manner and in compliance	Poor		2			
with contract specification	Very Po	or	1			
Would you recommend using this service provider in future?	Yes	No		If no, provide rea	sons:	
OVERALL PERFORMANCE				_		•
Excellent Good	Fai	r		Poor	Very Poor	
Name of Authorized Person		_		Designation		
Email Address		_		Contact numbe	r	
Signature		_		Date		
Official Stamp						

# NB: BIDDERS MUST SUBMIT CV's & COPIES OF QUALIFICATIONS/CERTIFICATION OF KEY PERSONNEL

This form should be completed for each key person listed in the table (v): TEAM CAPABILITY

Responsibility or role on the project (as tabled on <b>TEAM CAPABILITY</b> )	Travel Agent
(do tabled on TEAM OAI ABIETT)	
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No of Years of exp:
Employment record: (List of chronological order st	carting with earliest work experience)
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my describes my qualifications and my experience and for which I have been nominated.	
(Signature of Person named in schedule)	Date

Attach additional pages if more space is required.

Responsibility or role on the project (as tabled on <b>TEAM CAPABILITY</b> )	Travel Agent
(as tabled on TEAW CAPABILITY)	
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	1
Professional membership:	
Name of employer (firm):	
Current position:	No of years of exp:
Employment record: (List of chronological order	starting with earliest work experience)
Experience records pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of n describes my qualifications and my experience a	
for which I have been nominated.	
(Signature of Person named in schedule)	Date

Attach additional pages if more space is required

## **STAGE 2: Price and SPECIFIC GOALS**

Accounts Manager
Date of birth:
Nationality:
No of years of exp:
ng with earliest work experience)
owledge and belief, this data correctly
at I will be available to execute the work
Date
Jale

Attach additional pages if more space is required

# ATTACH METHODOLOGY

## **Stage 3: Price and Specific Goals**

## ATTACH FULL CSD REPORT

## **ATTACH PROOF OF ADDRESS**

# ATTACH MEDICAL CERTIFICATION (IF APPLICABLE)

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#### JOINT VENTURE DISCLOSURE FORM

#### **GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

#### 1. JOINT VENTURE PARTICULARS

a)	Name
b)	Postal address
c) Phy	sical address

d)	Teleph	one	
e)	Fax		
2.	. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER		
	2.1(a)	Name of Firm	
		Postal Address	
		Physical Address	
		Telephone	
Fax			
	•	n for matters pertaining to Joint Venture Participation Goal requirements:	
	2.2(a)	Name of Firm	
		Postal Address	
		Physical Address	
		Telephone	
Fax			
Contac	ct perso	n for matters pertaining to Joint Venture Participation Goal requirements:	
		(Continue as required for further non-Affirmable Joint Venture Partners)	
<u>IDENT</u>	ITY OF	EACH AFFIRMABLE JOINT VENTURE PARTNER	
	3.1(a)	Name of Firm	
		Postal Address	
		Physical Address	
		Telephone	
Fax			

Contac	cı perso	n for matters pertaining to Joint Venture Participation Goal requirements:
	3.2(a)	Name of Firm
		Postal Address
		Physical Address
		Telephone
Fax		
		ct person for matters pertaining to Joint Venture Participation Goal requirements:
	3.3(a)	Name of Firm
		Postal Address
		Physical Address
		Telephone
Fax		
Conta	ct perso	n for matters pertaining to Joint Venture Participation Goal requirements:
1.		DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT TURE PARTNERS IN THE JOINT VENTURE
5.	OWNE	RSHIP OF THE JOINT VENTURE
		a) Affirmable Joint Venture Partner ownership percentage(s)%
		b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

a) b) c) d) e) b) c)	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a) b) c) d) e)	AFFIRMABLE JOINT VENTURE	
a) b) c) d) e)	AFFIRMABLE JOINT VENTURE	
a) b) c) d)		
a) b) c) d)	PARTNERS	
a) b) c) d)	PARTNERS	
a) b) c)	PARTNERS	
a)	PARTNERS	TAKINEKNAME
_	PARTNERS	TAKINEKNAME
<u>1</u>	NON-AFFIRMABLE JOINT VENTURE	PARTNER NAME
r		
_	RECENT CONTRACTS EXECUTED BY PRIME CONTRACTORS OR AS PART	Y PARTNERS IN THEIR OWN RIGHT AS NERS IN OTHER JOINT VENTURES
	equipment) to be provided	d by each partner.
		nt (specify types, quality, and quantities of
	Anticipated on-going capital cont	ributions in Rands
	(iii)	
	(*Brief descriptions and further pa	articulars should be provided to clarify percentages).
	Initial capital contribution in Rand	ls
	(ii)	
	Profit and loss sharing	
	(i)	

d)	
e)	

#### 7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a)	Joint Venture cheque signing
(b)	Authority to enter into contracts on behalf of the Joint Venture
(c)	Signing, co-signing and/or collateralising of loans
(d)	Acquisition of lines of credit
(e)	Acquisition of performance bonds

	(f)	(f)	Negotiating and signing labour agreements		
8.			NT OF CONTRACT PERFORMANCE me and firm of the responsible person).		
(a) S	Supervisi	on of field	d operations		
(b) N	lajor pui	rchasing			
(c) E	stimatin	g			
(d) T	echnica	l manage	ment		
9.	MAN	IAGEME	INT AND CONTROL OF JOINT VENTURE		
	(a)	Identify	the "managing partner", if any,		
	(b)	instituti	authority does each partner have to commit or obligate the other to financial ons, insurance companies, suppliers, subcontractors and/or other parties pating in the execution of the contemplated works?		
			•		

• • • • • • • • • • • • • • • • • • • •	 	

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

#### 10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

		(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").
	(b)	Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
		(i) Number currently employed by Affirmable Joint Venture Partners
		(ii) Number currently employed by the Joint Venture
	(c)	Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
	(d)	Name of individual(s) who will be responsible for hiring Joint Venture employees
	(e)	Name of partner who will be responsible for the preparation of Joint Venture payrolls
11.	CONT	ROL AND STRUCTURE OF THE JOINT VENTURE
Briefly		be the manner in which the Joint Venture is structured and controlled.
and a	ffirms th sary to	ned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form at the foregoing statements are true and correct and include all material information identify and explain the terms and operations of the Joint Venture and the intended of each partner in the undertaking.
inform chang of the	ation re es in ar books,	ned further covenants and agrees to provide the Employer with complete and accurate egarding actual Joint Venture work and the payment therefore, and any proposed by provisions of the Joint Venture agreement, and to permit the audit and examination records and files of the Joint Venture, or those of each partner relevant to the Joint authorised representatives of the Employer.
Signa	ture	73
		10

Duly authorized to sign on behalf of
Name
Address
Telephone
Date
Signature
Duly authorized to sign on behalf of
Name
Address
Telephone
Date
Signature
Duly authorized to sign on behalf of
Name
Address
Telephone
Date

#### JOINT VENTURE AGREEMT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.

#### **AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.