



drdar

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

BID DOCUMENT

**APPOINTMENT FOR SERVICE PROVIDER FOR TRAVEL MANAGEMENT SERVICES
FOR PERIOD OF THREE (3) YEARS -ALFRED NZO DISTRICT.**

SCMU8-24/25-0048

TENDERER:	
CSD NUMBER:	
LOGIS NUMBER:	
SPECIFIC GOALS:	
CLOSING DATE:	23 SEPTEMBER 2024
CLOSING TIME:	11:00 am
BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES	R.....

PREPARED BY:

SUPPLY CHAIN MANAGEMENT – DRDAR

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TABLE OF CONTENT

1. INTRODUCTION.....	4
2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP).....	4
3. DEFINITIONS	
4. LEGISLATIVE FRAMEWORK OF THE BID.....	7
5. BRIEFING SESSION	7
6. TIMELINE OF THE BID PROCESS	8
7. CONTACT AND COMMUNICATION	8
8. LATE BIDS.....	9
9. COUNTER CONDITIONS	9
10. FRONTING	9
11. SUPPLIER DUE DILIGENCE.....	9
12. SUBMISSION OF PROPOSALS.....	9
13. PRESENTATION / DEMONSTRATION	9
14. DURATION OF THE CONTRACT	10
15. SCOPE OF WORK	10
16. PRICING MODEL	19
17. EVALUATION AND SELECTION CRITERIA.....	20
18. GENERAL CONDITIONS OF CONTRACT.....	24
19. CONTRACT PRICE ADJUSTMENT	24
20. SERVICE LEVEL AGREEMENT.....	24
21. SPECIAL CONDITIONS OF THIS BID.....	24
22. DRDAR REQUIRES BIDDER(S) TO DECLARE.....	25
23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD.....	26
24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.....	27
25. PREPARATION COSTS	27
26. INDEMNITY	27
27. PRECEDENCE	27
28. LIMITATION OF LIABILITY	27
29. TAX COMPLIANCE	28
30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	28
31. GOVERNING LAW	28

32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	28
33. CONFIDENTIALITY	28
34. DRDAR PROPRIETARY INFORMATION	29
35. AVAILABILITY OF FUNDS	29

1. INTRODUCTION

VISION

Vibrant equitable sustainable rural community and food security for all.

MISSION

DRDAR's mandate is to promote support coordinate rural development and agrarian reform interventions to reduce poverty and underdevelopment through job creation, integrated food security programmes and equitable participation in development by all rural communities.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The Department of Rural Development & Agrarian Reform (DRDAR) seeks proposals from registered service providers (Travel Agents) to provide travel management services for the Alfred Nzo District (All Directorates) – DRDAR.

SCOPE OF THE PROJECT

The Department of Rural Development and Agrarian Reform will require a travel management service to provide the following.

- Comprehensive local travel arrangements and bookings for domestic travel on behalf of the ¹DRDAR consisting of *inter alia* accommodation, flights, car hire, shuttle service and conferences/workshops.
- Provide monthly Travel Management Reports,
- Reconcile invoices with Department requisitions and statements,
- Effect payment to service providers,
- Negotiate favorable deals for the Department
- Quick response time to travel requests,
- Perform all travel arrangements in terms of the rules provided by DRDAR and will ensure that all bookings are only processed against an official order duly signed and authorised by the relevant officials in the department
- After-hours service in case of emergencies

NB: Bidders should note that this forms part of a batch of tenders included into the DRDAR TMS within the Eastern Cape; the employer reserves the right not to award more than TWO projects to be executed simultaneously within the province. The department as a procuring entity will conduct a risk assessment based on amounts and nature of the commodity for the final decision vs the bidder's capacity.

¹ Department of Rural Development and Agrarian Reform

3. DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

Authorising Official means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

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

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

DRDAR means Department of Rural Development and Agrarian Reform

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

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

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

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

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

Merchant Fees are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

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

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

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

Traveller refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

Travel Authorisation is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.

Travel Booker is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

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

Travel Voucher means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

VAT means Value Added Tax.

VIP or Executive Service means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. LEGISLATIVE FRAMEWORK OF THE BID

Tax Legislation

- Bidder(s) must be compliant when submitting a proposal to DRDAR and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Procurement Legislation

DRDAR has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

Technical Legislation and/or Standards

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

5. BRIEFING SESSION

There will be no briefing meeting.

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 Days.

7. CONTACT AND COMMUNICATION

- A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Andiswa.Mdutyulwa@drdar.gov.za via email Vusumzi.Dumezweni@drdar.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- The delegated office of DRDAR may communicate with Bidder(s) where clarity is sought in the bid proposal.
- Any communication to an official or a person acting in an advisory capacity for DRDAR in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- All communication between the Bidder(s) and DRDAR must be done in writing.
- Whilst all due care has been taken in connection with the preparation of this bid, DRDAR makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DRDAR and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DRDAR (other than minor clerical matters), the Bidder(s) must promptly notify DRDAR in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DRDAR an opportunity to consider what corrective action is necessary (if any).
- Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DRDAR will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

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

11. SUPPLIER DUE DILIGENCE

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

12. SUBMISSION OF PROPOSALS

Bid documents must be placed in the tender box situated at:
Department of Rural Development and Agrarian Reform
206 Magistrate Street

Maluti Ex College of Education
Maluti
4740

on or before the closing date and time.

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

13.DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty six). Performance will be assessed on the first 12 months and mal-performance will lead to termination of the contract.

14.SCOPE OF WORK

14.1. Background

DRDAR currently uses the normal procurement process of requesting quotations from three or more service providers to book an official. There is no automated system used currently by the department.

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

- Provide DRDAR with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- Achieve significant cost savings for DRDAR without any degradation in the services;
- Appropriately contain DRDAR's risk and traveller risk.

14.2. Travel Volumes

The current DRDAR total volumes per annum includes air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for the Financial Year 2023/24 as follows:

TRAVEL SPEND

CATEGORY	ESTIMATED TRANSACTION VOLUME	ESTIMATED BUDGET
Accommodation	230	R2 550 429.30
Air Ticket	36	R 145 000.00

Car Hire	36	R 35 000.00
Registration fees	6	R112 100.00
Venue and Facilities	12	R 60 000.00

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

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14.3. Service Requirements

14.3.1 General

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

- The travel services will be provided to all Travellers travelling on behalf of DRDAR, locally. Is solely for the employees.
- Provide travel management services during normal office hours (Monday to Friday 8h00 – 16h00) and provide after hours and emergency services as stipulated in bullet 15.3.6
- Familiarisation with current DRDAR travel business processes.
- Familiarisation with current DRDAR controls to ensure compliance.
- Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- Manage the third party service providers by addressing service failures and complaints against these service providers.
- Consolidate all invoices from travel suppliers.
- Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to DRDAR.
- It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

14.3.2 Value Added Services

- The TMC must provide the following value added services:
- Destination information for regional and international destinations:
- Health warnings;
- Weather forecasts;
- Places of interest;
- Visa information;
- Travel alerts;
- Location of hotels and restaurants;
- Information including the cost of public transport;
- Rules and procedures of the airports;
- Business etiquette specific to the country;
- Airline baggage policy; and
- Supplier updates
- Electronic voucher retrieval via web and smart phones;
- SMS notifications for travel confirmations;
- Travel audits;
- Global Travel Risk Management;
- VIP services for Executives that include, but is not limited to check-in support.

14.3.3 Communication

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

14.3.4 Reservations

- The TMC must be able to book full service carriers as well as low cost carriers.
- The TMC will book the most cost effective airfares possible for domestic travel.
- For international flights, the airline which provides the most cost effective and practical routings may be used.
- The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

- The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- 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.
- 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.
- 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.
- The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- Assist with lounge access if and when required.

14.3.5 Air Travel

The Travel Management Company will:

- Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- Book the negotiated discounted fares and rates where possible.
- Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- Book parking facilities at the airports where required for the duration of the travel.

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

14.3.6 Accommodation

- The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with DRDAR's travel policy.

- DRDAR travellers may only stay at accommodation establishments with which DRDAR 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 DRDAR.
- Accommodation vouchers must be issued to all DRDAR travellers for accommodation bookings and must be invoiced to DRDAR as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 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.
- Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

14.3.7 Car Rental and Shuttle Services

- The TMC will book the approved category vehicle in accordance with the DRDAR Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 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.
- For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- The TMC will book transfers in line with the DRDAR Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- The TMC should manage shuttle companies on behalf of the DRDAR and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

14.3.8 Registration fee

- Every conference has registration fee and it varies according to the organization and Institutions hosting the conference.

- The fee also varies in currency depending on where it is hosted. Conference attendees receive invoices as individuals the moment they respond to or give an intention to attend the conference.
- The registration fee the conference can be different depending on the time of request for invoice e.g. earlybird, on-time registration and late registration.
- The service provider has to provide a quotation using the invoices of the individuals that are to attend the conference and his/her service fee.
- The attendees for conferences within SA will require Flights, accommodation and car hire, lunch on some instances
- In case of out of country the attendees require the above listed with insurance.
- Such logistics have been done separate from conference registration fee procurement in the past

14.3.9 After Hours and Emergency Services

- The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

14.3.10 Communication

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

14.3.11 Financial Management

- The TMC must implement the rates negotiated by DRDAR with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to DRDAR for payment within the agreed time period.
- Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 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 TMC, who, in turn, invoices DRDAR for the services rendered.
- 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.
- Consolidate Travel Supplier bill-back invoices.
- The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DRDAR's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- Ensure Travel Supplier accounts are settled timeously.

14.3.12 Technology, Management Information and Reporting

- The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- All management information and data input must be accurate.
- The TMC will be required to provide the DRDAR with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- Reports must be accurate and be provided as per DRDAR'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).
- DRDAR may request the TMC to provide additional management reports.
- Reports must be available in an electronic format for example Microsoft Excel.
- Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

1.Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

2.Finance

- 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
 - l) Open Age Invoice Analysis.
- 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.
 - The TMC to ensure high quality service to be delivered at all times to the DRDAR's travellers. The TMC is required to provide DRDAR with highly skilled and qualified human resources of the following roles but not limited to:

- a. Senior Consultants
- b. Intermediate Consultants
- c. Junior Consultants
- d. Travel Manager (Operational)
- e. Finance Manager / Branch Accountant
- f. Admin Back Office (Creditors / Debtors/Finance Processors)
- g. Strategic Account Manager (per hour)
- h. System Administrator (General Admin)

14.3.13 Account Management

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

15. PRICING MODEL

DRDAR requires bidders to propose Transaction Fee pricing model

15.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

15.1 The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

15.1.1 Off-site option (Template 2)

15.2 Volume driven incentives

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

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

16. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 16.3 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

16.1 Gate 0: Pre-qualification Criteria

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

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Tax compliant status and Directors/Shareholders will be verified on CSD ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5)

Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on Specific Goals
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	NO	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
ASATA Licence / Certificate	YES	16.1.1 Bidders are required to submit their ASATA licence/ certificate (certified copy) at closing date. 16.1.2 Where a bidding company is using a 3rd party ASATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

16.2 Stage 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points of 100 points.
- The overall combined score must be equal or above 70 points in order to proceed to Gate 2 for Price and Specific Goals evaluations.

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

16.3 Stage 2: Specific Goals Evaluation (20) = 20 points

APPLICATION OF PREFERENCE POINT SYSTEMS (SPECIFIC GOALS)

The 80/20 preference point system (specific goals) is applicable to price quotations and tenders with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included). The 90/10 preference point system (specific goals) is applicable to tenders with a Rand value equal to, or above R50 million (all applicable taxes included).

SPECIFIC GOALS.

Formal quotations and bids will be awarded based on price and preference in support of the following goals: Women, Youth, People living with disabilities and support of people living in rural areas (locality).

No	Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points
1	An EME or QSE which is at least 51% owned by black people	5	• ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
2	Located in the Eastern Cape Province where the services will be rendered / item delivered.	2	• Municipal rates account OR • Letter from councilor confirming residence OR • Lease Agreement
3	An EME or QSE which is at least 51% owned by women	7	• ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	• ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
5	An EME or QSE which is at least 51% owned by people with disability	2	• ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) • Medical certificate or SASSA registration or confirmation of disability from a relevant authority.

17. EVALUATION PROCEDURES.

- Bids/ quotations must be evaluated in terms of the evaluation criteria stipulated in the tender documentation.
- Where applicable technical risk assessment and or financial assessment will be conducted during the evaluation process.
- The test for bidder's competency to deliver may still be included as part of the evaluation criteria with minimum threshold stipulated in the tender documentation.

- In order to validate bidder's claims for specific goals points, the required documentation as listed in the above tables.
- Irrespective of goals to be supported the total number must be 20/10 for preference points.
- Points scored for price must be added to points scored for specific goals and the total rounded to the nearest decimal.

The contract must be awarded to the highest point's scorer unless objective criteria justify award to another bidder.

If two (2) or more bidders score an equal number of points, the contract must be awarded to bidder that scores highest number of points for specific goals.

If two (2) or more bidders score an equal total points in all respects, the award must be decided by drawing of lots.

17.1. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their specific goals as a legal entity, provided that the entity submits required relevant documentation stated above on page 23.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **DRDAR** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

17.2 Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for specific goals if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher specific goals than the person

concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.”

17.3 Stage 3 (80 + 20 = 100 points)

The Price and Specific Goals points will be consolidated.

18. GENERAL CONDITIONS OF CONTRACT

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

- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DRDAR is prepared to enter into a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to DRDAR together with its bid, duly signed by an authorised representative of the bidder.

19. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will not be allowed

20. SERVICE LEVEL AGREEMENT

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

21. SPECIAL CONDITIONS OF THIS BID

DRDAR reserves the right:

- To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- To accept part of a tender rather than the whole tender.
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- To award to bidder based either on size or geographic considerations subject to the price being negotiated to the rate of the lowest acceptable bid.

21.DRDAR REQUIRES BIDDER(S) TO DECLARE

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

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

- Act honestly, fairly, and with due skill, care and diligence, in the interests of DRDAR;
- Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- Act with circumspection and treat DRDAR fairly in a situation of conflicting interests;
- Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DRDAR;
- Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- To conduct their business activities with transparency and consistently uphold the interests and needs of DRDAR as a client before any other consideration; and

- To ensure that any information acquired by the bidder(s) from DRDAR will not be used or disclosed unless the written consent of the client has been obtained to do so.

22 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

22.1 DRDAR reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DRDAR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DRDAR's officers, directors, employees, advisors or other representatives;
- makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- has in the past engaged in any matter referred to above; or

- has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury

23 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 23.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DRDAR relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 23.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DRDAR against the bidder notwithstanding the conclusion of the Service Level Agreement between DRDAR and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24 PREPARATION COSTS

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

25 INDEMNITY

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

26 PRECEDENCE

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

27 LIMITATION OF LIABILITY

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

28 TAX COMPLIANCE

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

29 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

30 GOVERNING LAW

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

31 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

32 CONFIDENTIALITY

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

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

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

33 DRDAR PROPRIETARY INFORMATION

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

34 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP.....), the DRDAR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

Annexure A2

EVALUATION TECHNICAL SCORECARD

AND COMPLIANCE CHECKLIST

First Edition
January 2017

The Bidders will be evaluated according to the technical (Functionality) evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
DESKTOP EVALUATION (FUNCTIONALITY)		100	BIDDER TO INDICATE	
1	ACCOUNT BUSINESS MANAGER EXPERIENCE	30		
1.	The Account / Business Manager must have detailed Curriculum Vitae indicating experience in Travel Management for the Public Service • 8 or more years' experience completed = 30 points • 5 -7 years' experience completed = 20 points • 3 -4 years' experience completed = 10 points • 1 -2 years' experience completed = 05 points			

2	COMPANY EXPERIENCE IN THE TRAVEL INDUSTRY	40	40		
2	No of years in the travel management industry. Bidders must submit proof in the form of CIPS/ CIPRO registration certificate together with company profile and reference letters on client letterhead as evidence of services rendered and active existence in the Travel Industry. • 8 or more years' experience completed = 40 points • 5 -7 years' experience completed = 30 points • 3 -4 years' experience completed = 20 points • 1 -2 years' experience completed = 10 points				
3	FINANCIAL CAPACITY	30	30		
3.1	Proof of funds to execute the contract (a letter of an active credit facility from a financing institution or proof of sufficient funds in the form of a bank statement) Not Older than 3 months for either type of proof • R1.m and above = 30 points. • R600 000 up to R 999 999 = 20 points • R 500 000 up to R 599 999 = 10 points				

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

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

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

Signature _____

Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)

FORMS TO BE COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated.

PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on

Mr. /Ms , whose signature appears below, has been duly authorized

to sign all documents in connection with the Bid for **SCMU8-24/25-0088** and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorise Mr/Ms
, authorised signatory of the company
, acting in the capacity of lead partner, to sign all
 documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM					
BID NUMBER:	SCMU8-24/25-0048	CLOSING DATE:	23 SEPTEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	Appointment for Service Provider for Travel Management Services for period of three (3) Years for Alfred Nzo District.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT;					
206 Magistrate Street					
Maluti Ex college					
Maluti					
4740					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Mdutyulwa		CONTACT PERSON	Mr V Dumezweni	
TELEPHONE NUMBER	(083) 459 2079		TELEPHONE NUMBER	(067) 419 2243	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	Andiswa.Mdutyulwa@drdar.gov.za		E-MAIL ADDRESS	Vusumzi.Dumezweni@drdar.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
SPECIFIC GOALS CLAIMED	TICK APPLICABLE BOX] ☐ Yes ☐ No		ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED		TICK APPLICABLE BOX] ☐ Yes ☐ No
[ALL DOCUMENTATION REQUIRED FOR THE CLAIM OF PREFERENCE POINTS AS PER THE SPECIFIC GOALS DETAILED IN THE EVALUATION CRITERIA.]					
1.1.1.1.ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES
☐ NO					

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES
☐ NO	
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?	☐ YES
☐ NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE 2010 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 WITH NON-COMPLIANT TAX STATUS AT DATE OF CLOSING OF BID/ QUOTATION WILL BE NOTIFIED AND GRANTED 7 WORKING DAYS TO RECTIFY THE STATUS. 2.3 SHOULD THE STATUS REMAIN NON-COMPLIANT AFTER 7 WORKING DAYS THE BID WILL BE DEEMED NONRESPONSIVE WITHOUT FURTHER COMMUNICATION TO THE BIDDER. 2.4 FOR BIDDERS WHO ARE NONVAT VENDORS, ALL BID OFFERS ABOVE R 1 MILLION MUST INCORPORATE VAT. SHOULD A BID ABOVE R 1M BE AWARDED TO NONVAT VENDOR THE BIDDER WILL BE REQUIRED TO REGISTER FOR VAT PRIOR TO SIGNING OF CONTRACT. 2.5 WHERE BIDDER TENDERED ABOVE R 1 MILLION AND NOT INCLUDED VAT THE TENDERED AMOUNT WILL NOT BE LATER ADJUSTED TO INCLUDE VAT. 2.6 THE COMPLIANT TAX STATUS REQUIREMENTS ARE ALSO APPLICABLE TO FOREIGN BIDDERS WHO WISH TO SUBMIT A TENDER OFFER. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:.....



drdar

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

POPI - CONSENT FORM

Contractor/Service Provider/Supplier:	
Bid/Quotation No.:	
Project Description:	
Duration of Contract:	
Contract Value:	

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the Department of Rural Development and Agrarian Reform (DRDAR) and consent is effective immediately and will remain effective until such consent is withdrawn.

1. I a natural person "herein referred to as the Data Subject" with ID No..... hereby give my consent to the DRDAR "herein referred to as the Responsible Party" to collect, process and distribute my personal information where DRDAR is legally required to do so.
2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DRDAR sharing my personal information strictly for reporting purposes.
4. I understand that, should I refuse to provide DRDAR with the required consent and/ or information, the DRDAR will be unable to assist me.
5. I declare that all my personal information supplied to DRDAR is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DRDAR of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at..... On this day of20...

.....

Signature of data subject/ designated person

.....
Name & Surname/Departmental Responsible Party

.....
Signature

.....
Date

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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.
- 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

³ 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.

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	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 income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documentation to be submitted by bidders to validate their claim for points
An EME or QSE which is at least 51% owned by Black People	5		- ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Located in the Eastern Cape Province where the services will be rendered / item delivered.	2		- Municipal rates account OR - Letter from councilor confirming residence OR - Lease Agreement
An EME or QSE which is at least 51% owned by women	7		- ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4		- ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
An EME or QSE which is at least 51% owned by people with disability	2		- ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) - Medical certificate - SASSA registration or confirmation of disability from a relevant authority.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX

4.4. 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:	
	
	
	

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

Suppliers and Service Providers are to provide references to confirm pervious goods or services contracts of a similar nature were completed satisfactorily.

EMPLOYER (NAME & TEL NO)	CONTACT PERSON (NAME & TEL NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETE

SIGNED ON BEHALF OF THE BIDDER.....