PROVINCE OF
THE EASTERN CAPE

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THE EASTERN CAPE

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-18/19-0006

STANDARD BIDDING DOCUMENT FOR THE APPOINTMENT OF TRAVEL MANAGEMENT AGENTS TO RENDER TRAVEL AND ACCOMMODATION SERVICES FOR THE EASTERN CAPE DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS .

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
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5605

Prepared by:

P . FEJU
Steve Vukile Tshwete Education Complex
ZONE 6, ZWELITSHA
5605

Tel: (040) 608 4335

Contact Person: Mr. P NXOZANA

Name of Bidder: _____

Closing Date: **14 JANUARY 2019**

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SCMU6-18/19-0006**	CLOSING DATE:	**14 JANUARY 2019**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF TRAVEL MANAGEMENT AGENTS TO RENDER TRAVEL AND ACCOMMODATION SERVICES FOR EASTERN CAPE DEPARTMENT OF EDUCATION(ECDoE) FOR A PERIOD CONTRACT OF THREE (3) YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR. P. NXOZANA**	CONTACT PERSON	**MR. S. TONISI / J JACOBS**
TELEPHONE NUMBER	**040 608 4524**	TELEPHONE NUMBER	**040 608 4346 /0825541665**
FACSIMILE NUMBER	**040 602**	FACSIMILE NUMBER	**0404 608 4117**
E-MAIL ADDRESS	**Pakamile.nxozana@ecdoe.gov.za**	E-MAIL ADDRESS	**Jeni.jacobs@ecdoe.gov.za /sinethemba.tonisi@ecdoe.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number **SCMU6-18/19-0006**
Closing Time 11:00	Closing date **14 JANUARY 2019**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: .....
- At: .....
  .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/not firm
- Delivery basis .....

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

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

*Delete if not applicable

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SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid number **SCMU6-18/19-0006**

Closing Time 11:00 ..... Closing date **14 JANUARY 2019**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-		Required by:	
-	At:		.....
-	Brand and model		.....
-			
-		Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-		Period required for delivery	
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

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SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....
Name of state institution at which you or the person connected to the bidder is employed : .....
Position occupied in the state institution: .....

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between **YES/NO**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. **Signature**

…….. **Date**

…….. **Position**

…….. **Name of Bidder**

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] **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.**

10. 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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

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RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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Province of the
EASTERN CAPE
EDUCATION

SUPPLY CHAIN MANAGEMENT

Steve Vukile Tshwete Complex • Zone 6 • Zwelitsha • Eastern Cape Private Bag X0032 • Bisho • 5605 • REPUBLIC OF SOUTH AFRICA **Tel: +27 (0)40-608 4494** • **Fax: +27 (0)40-6084672** • Website: www.ecdoe.gov.za Email: jeni.jacobs@ecdoe.gov.za

TERMS OF REFERENCE

BID NUMBER:	**SCMU6 – 17/18-0006**
DESCRIPTION:	Appointment of Travel Management Agent/s to render travel and accommodation services for the Eastern Cape Department of Education (ECDoE) for a period contract of three (3) years.
PUBLISH DATE:	30 November 2018
VALIDITY PERIOD:	120 Days from the closing date
CLOSING DATE:	14 January 2019
CLOSING TIME:	11h00
COMPULSORY BRIEFING SESSION:	N/A
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha KING WILLIAM'S TOWN
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the Foyer in the main building of the ECDoE Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible from 08h00 to 16h30; 5 days a week from Monday to Friday. Bidders must ensure that they **sign the register** at the reception counter when delivering bids. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses.

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TERMINOLOGY

Accommodation means the rental of lodging facilities as per grading in terms of National Treasury Regulations and ECDoE Travel Policy 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 08h00 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.

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

ECDoE means Eastern Cape Department of Education

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

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

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).

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 document that regulates the relationship between the TMC and ECDoE 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.

SCM means Supply Chain Management

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 and confidentiality.

1. BACKGROUND

1.1. The Eastern Cape Department of Education herein after referred to as the "ECDoE" is mandated to provide quality education and learning in the Eastern Cape Province.

1.2. ECDoE employees are required, from time to time, to perform their duties away from their normal place of work and therefore require the services of a reputable and an experienced Travel Agent/s to co-ordinate their travel and accommodation arrangements.

1.3. The travel and accommodation arrangements are only for officials travelling for official purposes and in the interest of ECDoE.

1.4. ECDoE institutional Arrangement:

1.4.1. The ECDoE has Cluster A and B consisting of six (6) districts in each cluster and Head Office with various Programmes.

NO.	DISTRICT OFFICE	LOCATION	CLUSTERS
1)	Amathole East	Butterworth	Cluster B
2)	Amathole West	Fort Beaufort	Cluster B
3)	Buffalo City Metro	East London	Cluster B
4)	Cacadu	Graff-Reinet	Cluster B
5)	Chris Hani East	Queenstown	Cluster B
6)	Chris Hani West	Ngcobo	Cluster A
7)	Joe Gqabi	Sterkspruit	Cluster A
8)	Nelson Mandela Bay	Port Elizabeth	Cluster B
9)	OR Tambo Inland	Mthatha	Cluster A
10)	OR Tambo Coastal	Port St Johns	Cluster A
11)	Alfred Nzo East	Mbizana	Cluster A
12)	Alfred Nzo West	Mt Frere	Cluster A
13)	MEC's and SG's offices	Zwelitsha	Head Office
14)	Programmes 1 to 7	Zwelitsha	Head Office

2. BID OBJECTIVES

2.1. The ECDoE seeks to enter into an agreement with competent TMC/s that are fully accredited members of International Air Transport Association (IATA) and Association of South African Travel Agents (ASATA) or any reputable travel agent accreditation institution/body with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements.

2.2. The ECDoE will enter into an agreement with more than one TMC/s which will be allocated as follows:

2.2.1. Member of the Executive Council's office (MEC) and the Superintendent General's office (SG);

2.2.2. Cluster A and their Districts

2.2.3. Cluster B and their Districts

2.2.4. Head Office Programmes

2.3. The ECDoE reserves the right to rotate the TMC in the event that the TMC does not perform as required.

3. DURATION

3.1. The contract will run for a period of three (3) years from date of award subject to the signing of the SLA. This may be extended by mutual consent for a further period of two (2) years at the discretion of the ECDoE.

3.2. The service provider may be requested to scale down services (in terms of an approved exit plan) at any period of the contract.

4. SCOPE OF WORK

4.1. Air Travel

4.1.1. Booking and amending air travel arrangements (Domestic and International).

4.1.2. Negotiating discounts on standard tariffs for air travel with all available airline companies.

4.1.3. Negotiating discounts in travel rands or credits, on accumulated expenditure for air travel with all available airline companies.

4.1.4. Issuing electronic tickets (e-ticketing) as introduced and implemented by various service providers.

4.1.5. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures, Provincial and National Treasury Instruction Notes and Regulations will be provided to the successful bidders on conclusion of the formal contract.

4.2. Airport Parking

4.2.1. Booking and amendments of airport parking arrangements as and when requested.

4.2.2. Negotiating discounts on standard tariffs with all available airport parking providers.

4.3. Vehicle Rental

4.3.1. Booking and amendments of car hire arrangements as and when requested.

4.3.2. Negotiating discounts on standard tariffs or reduced tariffs for car rental with all available car hire companies.

4.3.3. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures will be provided to the successful bidders on conclusion of the formal contract.

4.4. Train and Bus/Shuttle Travel Service

4.4.1. Booking and amendments of shuttle arrangements as and when requested (domestic and international).

4.4.2. Negotiating discounts on standard tariffs or reduced tariffs with all available shuttle providers.

4.5. Accommodation

4.5.1. Planning, booking and amendments of accommodation arrangements with the graded (Grade 3 to 5) hotels, private hotels, guest houses, lodges, boarding houses etc. as and when required.

4.5.2. Negotiating discounts on standard tariffs or reduced tariffs with all available accommodation providers. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures will be provided to the successful bidders on conclusion of the formal contract.

4.5.3. Confirming the suitability of accommodation facilities and ensure that they meet the acceptable standards/requirements of the department.

4.6. Conferences/Workshops/any other venues and facilities as required by the ECDoE

4.6.1. Booking and amendments of conference arrangements with hotels, guest houses, lodges, venues and facilities etc. as and when required.

4.6.2. Negotiate discounts on standard tariffs or reduced tariffs with the relevant service providers which must be passed on to the ECDoE.

4.6.3. A minimum qualifying rating in respect of conferences/workshops/ ECDoE's events in conjunction with existing austerity measures, Provincial and National Practice Notes or Regulations will be provided to the successful bidders on conclusion of the formal contract.

4.7. Support Services

4.7.1. Travel Office:

4.7.1.1. Must have establish and maintain a fully-fledged and well-equipped office with adequate and experienced staff.

4.7.1.2. Expenses for the specialized furniture, equipment, telephone/fax call expenses, salaries and any other running expenses will be for the cost of the successful bidder.

4.7.1.3. The establishment must be in line with the regulations stipulated by the International Air Transport Association (IATA) / Association of South African Travel Agents (ASATA) or any reputable TMC accreditation institution/body.

4.8. Other Services

4.8.1. The TMC/s must also assist, when required, with the arrangements of Visas, Passports, Foreign exchange, traveller's cheques, excess baggage, flight meals and any special assistance required etc for both ECDoE officials, learners and teachers traveling abroad on official duties.

4.9. Delivery Service

4.9.1. All travel documentation (vouchers, itineraries etc.) must be timely delivered to the relevant official or his or her nominee via email or any other agreed upon means inside or outside the country prior to departure.

4.10. After-Hour Service

4.10.1. The TMC must provide an after-hours service (24hour basis) that will ensure availability of a team equipped to deal with any aspect of ECDoE's travelers' plans that may need last minute attention or unexpected adjustments – ranging from new bookings, cancellations, alterations, etc.

4.10.2. The after-hour telephone number must be accessible at all times.

4.10.3. This service may not be outsourced to another service provider.

4.11. Management Reports

4.11.1. Management reports on detailed expenses for each service including hotels, lodges, B&Bs/guest houses, car hire companies used per completed month, inclusive of all savings, must be submitted on or before the third day of the following month.

4.11.2. Each ECDoE district office must have their individual report/s.

4.11.3. An all-inclusive report reflecting expenditure for a clusters/head office, MEC and SG must be compiled and submitted to Head Office within the same period.

4.11.4. An example of the management report format must be attached to the bid proposal.

4.11.5. The proposed management report will be refined (if necessary) and agreed upon with the successful bidder/s.

4.11.6. The report must reflect all the details as per the attached annexure 'D'

4.12. Departmental Travel and Accommodation policies and procedures

4.12.1. The TMC must be well conversant with the Travel and Accommodation Regulations, policies of ECDoE, Austerity Measures, Provincial and National Treasury Regulations and Practice Notes and comply with all the provisions.

4.12.2. It is the TMC's responsibility to ensure that all its newly appointed officials that will be working in this contract receive training on the provisions of such restrictions and cost containment measures or austerity measures, delegations, processes and procedures within seven (7) days of appointment.

4.12.3. The training of TMC staff on departmental policies and procedures will be provided by ECDoE.

4.13. Quarterly Reviews

4.13.1. The TMC/s must ensure that travel suppliers provide the best service to the ECDoE.

4.13.2. The TMC/s must also monitor the performance of its suppliers and provide ECDoE with written performance reports on quarterly basis.

4.14. Operational Service Level Agreement (SLA)

4.14.1. An Operational Service Level Agreement pertaining to this contract will be concluded between the successful bidder/s and the ECDoE.

4.14.2. The Operational SLA will reflect the requirements outlined in the bid specifications.

4.15. Workshops and Surveys

14.15.1. The TMC must convene half yearly workshops and meetings with ECDoE and travel suppliers and conduct surveys to measure client satisfaction.

14.15.2. The half yearly workshops and meetings must take place in all ECDoE offices Head Office and District Offices.

4.16. General Requirements

4.16.1. Travel Orders/Open Vouchers Reports.

4.16.2. The TMC must compile and submit a list of travel orders to each ECDoE office, that have not yet been invoiced and those that have been cancelled, on a monthly basis.

4.16.3. This report must be submitted together with the management report.

An example of the Travel Orders/Open Vouchers Report must be attached to the bid proposal in line with annexure 'D'. The proposed travel orders/open vouchers report will be refined (if necessary) and agreed upon with the successful bidder.

4.17. After-Hours Reports

4.17.1. The TMC/s must compile and submit these reports to all affected ECDoE offices and they must be in line with the format that will be agreed upon. The reports must be submitted on a daily basis – if an after-hour request(s) has been processed by the TMC.

4.18. Tariff/Discount Adjustments

4.18.1. The TMC/s must send notices to ECDoE of tariff adjustments by the travel suppliers, in writing. The TMC will declare and revert all commissions earned and credits to ECDoE on a quarterly basis.

4.18.2. Documentary proof of standard tariffs will be obtained by the TMC/s and be made available to ECDoE.

4.18.3. All discounts against the standard tariff of, or on accumulated expenditure on airline, car rental, rail and bus companies'/shuttle services, hotels etc, and any rates, may not be adjusted to the disadvantage of ECDoE within the duration of the contract. Any action contrary to this requirement will result to immediate termination of the contract.

4.19. Payment

4.19.1. For all land arrangements the normal Electronic Fund Transfer System will be used.

4.19.2. All invoices and supporting documentation relating to accommodation and travel bookings for a specific month must be submitted together.

4.19.3. All payments shall be made within 30 days on receipt of the invoice in line with the Public Finance Management Act (PFMA) and ECDoE's Financial Management Policies and Procedures.

4.20. Human Resources

4.20.1. The TMC/s must ensure that an adequate number of qualified and experienced travel consultants as indicated in the evaluation criteria (taking into account ECDoE's travel and accommodation expenditure) are appointed to ensure effective and efficient provision of the travel services.

4.20.2. ECDoE reserves the right, after consultation with the TMC/s to ask for a replacement of a consultant should he/she not comply with ECDoE's corporate culture.

4.20.3. As stated in the elimination criteria the TMC must appoint an adequate number of account officials who shall efficiently and properly reconcile the ECDoE travel and accommodation account.

4.20.4. The TMC must nominate dedicated person(s) to process travel arrangements for the Member of the Executive Authority of the Department (MEC) and the Superintendent General (SG). Any

changes in respect of the nominated person(s) must be communicated with the Department in writing within five (5) working days.

4.20.5. Any request from either the MEC or SG office must be treated with extreme confidentiality and the nominated person(s) must sign a confidentiality agreement in this regard.

4.20.6. The ECDoE must be provided with a copy(s) of such agreement(s) immediately when the nominated person(s) take office.

4.21. Normal Operating Hours

4.21.1. The TMC must provide the travel services from 08:00 to 16:30, Mondays to Fridays.

4.21.2. An after hour and emergency services number must be established (24hour basis).

4.21.3. Bidders must indicate separately (separate from the prescribed price proposal) which other value-add support services are available and the cost thereof.

5. RESPONSIBILITIES

The ECDoE shall:

5.1. Provide the successful TMC/s with reasonable information relating to the travel and accommodation services required as well as ECDoE's internal policies and procedures regulating travel and accommodation services.

5.2. The officials in Directorates of the ECDoE who are responsible for arranging and facilitating travel and accommodation, will be responsible for the following:

5.2.1. Giving the TMC/s the necessary detail so that the required travel and/or accommodation requirements are understood. In this regard, the following will have been considered

5.2.2. Official nature of the travel and requirements;

5.2.3. Departure and arrival points/dates and any type of required travel;

5.2.4. Departure and arrival dates and type of accommodation required in line with austerity measures and procedures of the Department;

5.2.5. Any other specific requirements relating to, for an example, passenger;

5.2.6. Class in aircraft to be provided, vehicle rental etc.

5.3. All these must be in line with the existing austerity measures, policies and procedures of the ECDoE.

5.4. Furnish the TMC with the request for official travel and accommodation (Annexure D 16.4.1) approved by the delegated official as per the delegations of the ECDoE.

5.5. Furnish the TMC/s with specimen signatures of officials delegated to authorize travel and accommodation expenditure in line with annexure "D"

5.6. Perform account and invoice reconciliation and confirm accuracy before payment of effected.

The TMC/s shall:

5.7. Make travel bookings (domestic and international) in line with ECDoE's Travel and accommodation procedures, delegations or austerity measures that may be applicable at the time;

5.8. Suggest alternative options that can contribute towards achieving financial savings;

5.9. Timely deliver travel documentation (vouchers, etc.) to travelers after receipt of a Travel Request Form with an order number from an authorized ECDoE official;

5.10. After hours travel arrangements shall be treated differently.

6. INVOICING

The TMC/s shall:

6.1. Timely submit invoices as proof that the required services have been rendered and used, so that payment can be made by ECDoE;

6.2. Submit correct invoices with correct supporting documentation (laundry slips, meals slips, etc.);

6.3. Submit only final invoices, not partial ones (e.g. invoice with outstanding laundry slips shall not be acceptable, etc.)

6.4. Ensure that invoices are submitted within the 1st week of the previous month.

6.5. Submit proof of all travel services that have been cancelled;

6.6. Bear the cost of the travel services procured without following the Travel and Accommodation processes and procedures of the ECDoE by the Travel Consultants.

7. OPERATIONS

The TMC/s shall

7.1. Maintain confidentiality with regard to all ECDoE operations and all ECDoE travelers and only release travel related information to authorized ECDoE officials and upon award shall further be required to sign a non-disclosure agreement.

7.2. Supply names, addresses and telephone numbers of all branch offices, inside and outside the Province.

7.3. Supply an after-hour telephone number which shall be accessible at all times.

7.4. Manage the internal disputes among its staff such that ECDoE is not affected by those disputes. When making bookings for travel and accommodation, preference must be given to the instruction of the officials who made the bookings in respect of dates, routes, preferred seating, preferred food i.e. vegetarian, halaal, availability of parking facilities, distance from airports, public transport etc. for accommodation.

7.5. Alternative arrangements must be timely suggested if preferred seating, or accommodation arrangement is impossible or if it can be proven that with deviations to the original arrangements, financial savings can be realized.

7.6. Issue a travel documentation upon receipt of an approved request for official travel and accommodation.

7.7. The onus is upon the TMC/s to ensure that all officials dedicated to the ECDoE travel accounts fully understand ECDoE travel and accommodation requirements including process and procedures relating to travel and accommodation.

7.8. The TMC/s must put in place measures to secure its machinery and equipment/furniture or any contents used by the TMC for their office.

7.9. The ECDoE will not be liable for any break-ins, loses and damages suffered by the TMC's and its personnel.

8. SUPPORTING/VALUE-ADDED SERVICES

8.1. Bid proposals must indicate, separately, which supporting services and value-add services are available and the cost thereof.

8.2. This must be attached to the bid proposal.

8.3. All discounts for any service included in the bid must also be reflected separately. TMC/s must distinguish between standard discounts, special discounts and cumulative discounts, if any, all these must be reflected in the in a separate page and the conditions applicable thereto must be specified.

9. ELIMINATION CRITERIA

PRE-QUALIFICATIONS REQUIREMENTS

9.1. Failure to sign and fully complete the SBD 1, SBD4, SBD8 and SBD9.

9.2. Failure to submit a current and valid proof of registration with IATA, ASATA, Travelport or any reputable TMC accreditation institution/body (current date must be clearly indicated on the proof of registration with accreditation number).

9.3. Failure to submit a three (3) months bank statement/ credit facility from a registered bank showing a positive balance of not less than R2 million rands.

9.4. Failure to submit audited financial statements from a registered and reputable auditing firm/ an accountant for the period of three years from 2015, 2016 and 2017.

9.5. Failure to complete the prescribed pricing schedule Annexure "A";

9.6. NB: Failure to comply with all the above-mentioned requirements shall result in the bid being disqualified.

10. SERVICE FEE STRUCTURE

10.1. The TMC/s must submit a detailed service fee structure which must be strictly done in line with Annexure "A".

10.2. All service charges must be inclusive of VAT;

10.3. The service charges must be firm in the first year of the contract and for any increase in the second year, any requests for an increase which will only be acceptable in the second year of the contract must be submitted to the ECDoE with supporting documents or proof for approval by the ECDoE and the ECDoE reserves a right to approve or not approve the such requests.

10.4. The bid proposal must clearly define ways as to how the TMC/s intends to assist ECDoE to get value for money and make great savings.

11. EVALUATION OF THE BID

11.1. The bid proposals shall be evaluated in accordance with the 90/10 principle.

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 4 of the Preferential Procurement Policy Framework Act No 5 of 2000, responsive bidders will be adjudicated by the state on 90/10 preference point system in terms of which points are awarded to bids as follows:

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

Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)

together with the bid. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

12. EVALUATION PROCESS

12.1. All proposals submitted and that meet the requirements as per the bid conditions will be evaluated on the basis of their responsiveness to the scope of work, according to the Evaluation Criteria.

12.2. The bulk of points are in respect of the experience and capability of the individual team members and the proposals will only be evaluated if detailed CVs of the proposed project members are provided in accordance with the Curriculum Vitae Template in the Bid Document Pack.

12.3. Failure to include sufficient information to enable adjudicators to allocate requisite points will result in the bidder not earning such points.

12.4. In terms of Regulation 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and Preferential Procurement Regulation 2017, responsive bidders will be adjudicated by the state on 90/10 preference point system, Ninety (90) points will be allocated for price and Ten (10) points for B-BBEE status level.

12.5. The responsive bids will be evaluated in three stages. stage one (1) is administrative evaluation, and stage two (2) functionality, and stage three (3) pricing and preference points.

12.6. All bids duly submitted will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements / conditions, will be eliminated from further adjudication.

12.7. Bids which have met all the compliance requirements will be evaluated according to the adjudication criteria as described herein. Only bids which score more than 70 points in total for functionality will be considered for further adjudication and award.

12.7.1. STAGE 1: Initial screening Process:

12.7.1.1. During this phase, bid responses will be reviewed for purposes of assessing compliance with terms of reference requirements including the general bid conditions and requirements;

12.7.1.2. Supporting documents for consortium, joint venture, sub-contracting etc.

12.7.1.3. Bidders must ensure that special conditions of the contract are met and where required evidence must be submitted together with the proposal. Failure to meet the special conditions of the contract will lead to disqualification of the bidder.

12.7.2. **PHASE 2: Technical/ Functionality Evaluation**

12.7.2.1. Bid responses will be evaluated in accordance with the Functional criteria as follows:

12.7.2.2. Required experience and expertise;

12.7.2.3. The bidder must show the following attributes in their expertise & proven experience:

12.7.2.4. For experience: This entails indicating the number and naming of projects undertaken by the company (client base);

12.7.2.5. For expertise: This entails the qualifications, technical expertise and years 'experience of the individuals' which will be the assigned team members in the areas cited. (Noting that personal experience is gained at your company and previous companies worked for (CVs should show this).

12.7.2.6. For status: The bidder shall be a company with proven experience, expertise and proven track record. The information provided for each client must include: references indicating the following; client name, contact details, description of the project, and the budget.

13. FUNCTIONALITY EVALUATION

Bidders who score at least below the minimum of 70% will not proceed to the presentation stage and will be disqualified.

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	Experience and expertise in providing similar services. Please provide a minimum of four (4) reputable, contactable reference where similar services were delivered. The reference letter must state the duration of contract, the value and the			

	performance of the Travel Agent throughout the duration of the contract.			
	Points will be allocated as follows:	**Points**		
A.	4 and above contactable references	**30**	**30**	A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference.
	3 contactable references	**20**		
	2 contactable references	**10**		
	Less than 2 contactable references	**0**		
B.	**Technical Proposal must be dealt with in line with Annexure "B" and must address and cover all the elements stated in this annexure** i.e. The system/s and equipment used for travel bookings Levels of experience of staff members i.e. Account Manager, Branch Manager, Service Consultants; Travel and accommodation services including after hour service etc	**COMPLY**	**NOT COMPLY**	Provide proof
	Points will be allocated as follows:	**Points**		
	Technical proposal covering all elements outlined in Annexure "B" with supporting evidence where required and must demonstrate adequate capacity to execute the project/manage the ECDoE account, including value add services and possible discounts.	**30**	**30**	
	Technical proposal not covering all elements outlined in Annexure "B" and without supporting evidence and does not demonstrate adequate capacity to execute the project/manage the ECDoE account, including value add services and possible discounts.	**0**		
	Staff members (CV's	**COMPLY**	**NOT COMPLY**	

C	• Demonstrating capacity to execute the work • Ability to deal with emergency contingency planning • Provide profiles/ CVs of human resources to be allocated to this project with relevant experience. **You are required to provide certified copies of qualification of staff members and proof of registration with relevant regulatory body/ies where applicable**			
	Points will be allocated as follows:	**Points**		
	Account Managers with a minimum of three years relevant experience and proof of qualifications which must be certified copies, Service Consultants with a minimum of three years relevant experience with certified proof of qualifications.	**30**	**30**	Proof of qualification(s), registration and contactable references must be provided; a reference will be discarded if the referee gives a negative reference.
	Account Managers with two years relevant experience and proof of qualifications which must be certified copies, Service Consultants with two years relevant experience with certified proof of qualifications.	**20**		
	Account Managers with less than two years relevant experience and proof of qualifications which must be certified copies, Service Consultants with less than two years relevant experience with certified proof of qualifications.	**10**		
	TOTAL POINTS		**90**	

16. BID CONDITIONS

16.1. Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified;

16.2. ECDoE will un-buddle the bid and award to more than one TMC;

16.3. ECDoE reserves the right to award the bid in whole or partially;

16.4. ECDoE reserves the right not to award the bid;

16.5. The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Panel;

16.6. Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bid proposals;

16.7. Planned Joint Ventures related to this project shall only be considered to be valid if there is proof of agreement signed by all parties involved. In case of the joint venture each party must submit the following:

16.8. Original or certified copies of their entities' audited financial statements.

16.9. Joint BBEE Certificate;

16.10. Bids must be delivered by the stipulated time to the correct address and **late bids shall not be accepted for consideration.**

16.11. All bids must be submitted on the official forms provided not to be re-typed or online.

16.12. Bidders must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes).

16.13. B-BBEE certificate or sworn affidavit for B-BBEE must be submitted with the bidding documents;

16.14. This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential procurement regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract;

16.15. Bidders must ensure compliance with their tax obligations;

16.16. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become ECDoE's property unless otherwise stated by the bidder/s at the time of submission.

16.17. The bid proposal must be packaged as per guidelines provided in the specifications under the heading **'FORMAT AND SUBMISSION OF BIDS'**

17. SPECIAL CONDITIONS

17.1. A bid not complying with the minimum requirements stated hereunder will be regarded as not being "Acceptable bid" and as such will be rejected;

17.2. Bidders must have a level one (1) or two (2) BBBEE status to qualify for further evaluation.

17.3. If any pages have been removed from the bid document or have not been submitted;

17.4. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document;

17.5. Bidders are requested to submit one (1) original and two (2) copies of their proposals indexed and separated for ease of reference.

17.6. The bid has not been properly signed by a party having the authority to do so;

17.7. A duly signed and dated original copy of the company's relevant resolution granting, signing and authority of their members or board of directors must be submitted;

17.8. Bid offer will be rejected if a bidder or any of the directors is listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State;

17.9. Bid offers will be rejected if the bidder has abused the ECDoE's Supply Chain management system;

17.10. Failure to attach a copy of a valid signed Joint Venture /Consortium agreement (If applicable) to the bid document;

17.11. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.

17.12. The ECDoE may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference,

17.13. This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document;

17.14. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

18. OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID

18.1. Contract Information

18.1.1. The awarded bidders are expected to have the bid document and be well versed with it at all times as this is a binding document.

18.2. Unsatisfactory performance

18.2.1. Due to the importance attached by the ECDoE to this bid, successful bidders will be expected to observe the bid conditions contained in this specification as well as the time frames relating to the deliverables;

18.2.2. Bidders are therefore requested to take note of all the clauses of the specifications in this invitation to the bid;

18.2.3. The ECDoE reserves the right to terminate the contract with immediate effect, should the appointed services providers perform unsatisfactorily and fail to remedy such poor or non-performance within seven days of receipt of a written request to do so;

18.2.4. This excludes cases that can be mutually agreed upon to be beyond reasonable control of the supplier and could be viewed to be a supervening impossibility to perform.

18.2.5. The Validity period for the tender after closure will be 120 days.

19. FORMAT AND SUBMISSION OF BIDS

19.1. Bidders are requested to submit one (1) original and two (2) copies of their proposals indexed and separated for ease of reference.

19.2. Bidders must submit their bids before or on the stipulated closing date and time. Late bids shall not be considered;

19.3. Bidders are requested to submit their bids in the following manner:

19.4. Functionality proposal should be submitted in a separate envelope clearly marked "TECHNICAL PROPOSAL";

19.5. The price proposal should be submitted in a separate envelope clearly marked "FINANCIAL PROPOSAL"

20. CONTRACT ADMINISTRATION

20.1. Successful bidders must advise the Supply Chain Management Unit (Contract Management) immediately when unforeseeable circumstances will adversely affect the execution of the contract;

20.2. Full particulars of such circumstances as well as the period of delay must be furnished;

20.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

21. DEVIATION FROM THE BID FORMAT

Any deviation from the prescribed bid format will invalidate the bid.

22. ALL PROPOSALS SHOULD BE POSTED OR HAND DELIVERED TO:

The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwelitsha
KING WILLIAM'S TOWN

Submissions can be delivered into the tender box between 08h00 and 16h30 Monday to Friday prior the closing date of 14 January 2019 at 11h00.

Submissions should be in a sealed envelope marked the name of the PROPOSAL NUMBER SCMU6

23. CLOSING DATE AND TIME

The closing date is 14 January 2019 at 11h00. No late submission will be accepted.

24. BID ENQUIRIES AND CONTACT PERSON

No telephonic or any other form of communication relating to this proposal will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

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ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE PROPOSAL.

25. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid document and information may be directed to the following officials:

Technical Enquiries:
Mr S Tonisi / J Jacobs
Tel: 040 608 4346/082 554 1665
Fax: 040 608 4117
Email address: jeni.jacobs@ecdoe.gov.za/sinethemba.tonisi@ecdoe.gov.za

Bid Enquiries:
Mr P Nxozana
Tel 040 608 4524 / 079 693 6148
Fax: 040 608 4663
Email address: pakamile.nxozana@ecdoe.gov.za

Compiler:

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Director: Demand and Acquisition
Ms L Lupondwana

14/11/2018

Date

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RECOMMENDED / NOT RECOMMENDED

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.....

MONDE SANGON

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Chairperson:

Bid Spec Committee

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Date

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Member: Departmental Bid Spec Committee

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Date

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Member: Departmental Bid Spec Committee

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Date

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Member: Departmental Bid Spec Committee

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Date

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Member Departmental Bid Spec Committee

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Date

APPROVED/NOT APPROVED

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The Superintendent General

Mr TS Kojana

28/11/2018

Date

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27. ANNEXURES

27.1. Annexure A (pricing schedule)

27.2. Annexure B (requirements for the technical proposal)

27.3. Annexure C (particulars of the bidders' organization

27.4. Appendixes / (Operating procedures)

27.5. Request for official travel and accommodation (Appendix A)

27.6. Air Travel (Appendix B)

27.7. Vehicle Rental (Appendix C)

27.8. Accommodation (Appendix D)

27.9. Train and Bus /Shuttle Services (Appendix E)

27.10. Procedure in relation to payment (Appendix F)

27.11. Accumulated credits (Appendix G)

27.12. Guide for Management Report (Appendix H)

21. ANNEXURE 'A'

It is compulsory that the bidder completes this pricing schedule failure to do so will invalidate the bidders' proposal.

Air Travel Pricing Schedule

TRANSACTION TYPE	TRANSACTION	ESTIMATED NO OF TRANSACTIONS	TRANSACTION FEE (UNIT PRICE, EXCL. VAT)	TOTAL (INCLUDING, VAT)
Domestic	Issue	1 396		
	Re-issue	99		
	Cancellation	82		
	Refund	66		
Regional	Issue	10		
	Re-issue	1		
	Cancellation	1		
	Refund	1		
International	Issue	8		
	Re-issue	1		
	Cancellation	1		
	Refund	1		

Car Hire Pricing Schedule

TRANSACTION TYPE	TRANSACTION	ESTIMATED NUMBER OF TRANSACTIONS (PER CAR, PER DAY)	TRANSACTION FEE (UNIT PRICE, EXCL. VAT)	TOTAL (INCLUDING, VAT)
Domestic	Booking	4 917		
	Changes	702		
	Cancellation	702		
	Refund	702		
Regional	Booking	20		
	Changes	3		
	Cancellation	3		
	Refund	3		
International	Booking	18		
	Changes	1		
	Cancellation	1		
	Refund	1		

Hotel Accommodation Pricing Schedule

TRANSACTION TYPE	TRANSACTION	ESTIMATED NUMBER OF TRANSACTIONS (PER PERSON PER NIGHT)	TRANSACTION FEE (UNIT PRICE, EXCL. VAT)	TOTAL (INCLUDING, VAT)
Domestic	Booking	50 999		
	Changes	3 600		
	Cancellation	3 000		
	Refund	2 400		
Regional	Booking	2 833		
	Changes	200		
	Cancellation	167		
	Refund	133		
International	Booking	2 833		
	Changes	200		
	Cancellation	167		
	Refund	133		

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Conferencing and Venue Hire Pricing Schedule

TRANSACTION TYPE	TRANSACTION	QUANTITY PER TRANSACTION	PERCENTAGE MANAGEMENT FEE
Conferencing	Booking	369	
	Changes	26	
	Cancellation	22	
	Refund	17	

NB: Bidders must indicate separately (separate from the prescribed price proposal) which other value-add support services are available and the cost thereof.

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22. ANNEXURE 'B'

It is compulsory that the bidder completes this template failure to do so will invalidate the bidders' proposal.

ASPECT	COMMENT	BIDDER'S RESPONSE
TECHNICAL PROPOSAL		
How will ECDoE benefit by entering into the contract with you? Brief response required		
TRAVEL OFFICES		
ASPECT	**COMMENT**	**BIDDER'S RESPONSE**
Equipment	What equipment will be provided by the Travel Agency to ensure effective and efficient operation of the in-house travel office? (A list must be attached).	
Travel Consultants	How many travel consultants and other staff members will be deployed to ECDoE's in-house travel office? Indicate their levels as well. Attach CVs	
Account Manager/s and Branch Manager	Attach the CV of Account Manager/s and Branch Manager.	
Staff for invoicing and Reconciliation	How many staff member will be allocated to deal with ECDoE account on the invoicing and reconciliation? Indicate their levels as well. Attach a sample of the invoicing and reconciliation format.	
Responsibilities	Does the bidder concur with the responsibilities for both parties outlined in the specifications? If not, indicate the reasons.	
After-Hours Service	Give details of the After-Hours Service that will be provided.	
TRAVEL AND ACCOMMODATION SERVICES		
ASPECT	**COMMENT**	**BIDDER'S RESPONSE**
Database for accommodation	Attach the database for accommodation at domestic and international level to the bid proposal, where possible include ratings. Confirm if the accommodation on your database has been validated to meet the required standards.	
ASPECT	**COMMENT**	**BIDDER'S RESPONSE**
Payment for services and tracking	What are the arrangements in place? Demonstrate briefly how your booking system work and tracking of invoices.	

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Passports and Visas	Is the Travel Agency able to arrange for visas and passports? If yes, indicate the arrangements in place.	
Foreign Exchange	What are the arrangements in place for this facility?	
Other Supporting Services	What other supporting services that the Travel Agency can provide in relation to international travel?	
MANAGEMENT OF ACCOUNT		
ASPECT	**COMMENT**	**BIDDER'S RESPONSE**
Control Measures	What are the control measures in place to prevent financial/security irregularities? How will the Travel Agency ensure compliance to the ECDoE's Travel Procedures/Delegations/? How will the Travel Agency ensure that there is no duplicate invoicing and ensure that their supplier invoice them once? What control measures are in place and workable to prevent duplicate invoices and invoices for same services received twice by the Travel Agency.	
Reconciliation of Account	Propose how the account will be reconciled to ensure proper financial control (timely and accurate invoicing, user-friendly and easy to understand monthly statements, (mini statements and provide work in progress etc.)	
Separate Accounts for Head Office, District Offices and Cluster	How do you intend to ensure that invoices are sorted accordingly and sent to the correct offices (Head Office and District Offices) and that an overall statement is sent to ECDoE Head Office?	
Invoices	Indicate frequency of invoice with relevant supporting documents delivery to ECDoE Head Office and District Offices, method and the cost thereof.	
Update on Latest Developments	Does the Travel Agent commit to sending the written and timely updates to ECDoE, on the latest developments in the travel industry?	
Discounts	Distinguish between standard discounts, special discounts and cumulative discounts all these must	

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	be reflected separately. Reflect in your proposal how they will be managed.	
REPRESENTIVITY		
ASPECT	**COMMENT**	**BIDDER'S RESPONSE**
Local Offices	Does the Travel Agency have branch offices across the country/province with which bookings/amendments/cancellations can be made outside South Africa? Attach a list of branch offices.	
International Branch Offices	Does the Travel Agency have branch offices throughout the world with which bookings/amendments/cancellations can be made outside South Africa? Attach a list.	
Support Services	What other support services are being offered in this regard?	
ORGANISATIONAL CREDENTIALS		
ASPECT	**COMMENT**	**BIDDER'S RESPONSE**
IATA/ASATA Registration Numbers	List the registration numbers for IATA and ASATA, or any accreditation institution/body. **NB:** Registration proof must be attached to the bid proposal.	
Company's Service Standards	Supply details of the service standards that the Travel Agency adheres to.	
Penalties	How does the Travel Agency propose penalties with regard to non-compliance to be implemented?	
Corporate Agreements	Indicate benefits and shortcomings of corporate agreements and, if entered into, how best these can be utilised and managed.	
Recommendations	Supply recommendations on the service provision standardisation ensuring adherence to ECDoE Travel arrangements and proactive management of the Services Agreement/Contract and Operating Service Level Agreement to ensure maximum benefits.	
Bidders are required to provide elaborative responses in their technical proposals including evidence where required in order to score points on functionality.		

23. ANNEXTURE 'C' PARTICULARS OF THE BIDDER'S ORGANISATION

It is compulsory that the bidder completes this template failure do so will invalidate the bidders' proposal.

GENERAL

This section will provide details regarding the prospective bidders' organization and must be filled in with **black ink.** (Where the organization is a joint venture, the details of the individual members are to be stated clearly.) No form of correction fluid (e.g. Tippex) may be used in this document. Corrections must be done by drawing a neat line through the incorrect statement and writing the correct information above the incorrect information. The prospective bidder must endorse each correction with his/her signature next to the correction.

Note: Where applicable, please indicate the applicable answer by placing an **X** in the relevant range.

FULL REGISTERED NAME OF THE ORGANIZATION

If the prospective bidders are an existing or an intended joint venture (JV), full details of the joint venture are to be provided separately as indicated in 8.11 above.

TYPE OF COMPAY

POSTAL ADDRESS

PHYSICAL ADDRESS

CONTACT DETAILS

TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

NAME OF CONTACT PERSON

LEGAL ENTITY OF THE ORGANISATION

Please indicate whichever entity would be applicable to your organization

Joint Venture	Sole Proprietor	Partnership	Close Corporation	Private Company	Public Company	Other (Describe)

YEAR OF ESTABLISHMENT

COMPANY REGISTRATION DETAILS/NUMBERS

Certified copies of the founding statements of companies must be submitted. In case of a joint venture that is formed for the execution of the proposed contract, all entities to the joint venture shall submit their respective company/close corporation details/numbers.

VAT REGISTRATION NUMBER OF THE COMPANY

An original company's current tax clearance certificate or a pin must be attached to the bid proposal.

BANK DETAILS

Name of the Bank	Branch	Account Number

BANK RATING/REPORT

Certified Copy/Copies of bank rating/report(s) must be attached to the bid proposal.

PERSONNEL

Employment Level	Disability	Women Equity	HDI
Senior Management Level			
Middle Management Level			
Administrative Level			
Other			
Are Contract/Temporary Workers employed (as and when required)	Yes (X)	Indicate Number:	No (X)

CURRENT AND PAST CONTRACTS (CLIENT BASE)

A list of current and past contracts which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. **Failure to complete the table BELOW in full shall invalidate the bid.**

Indicate all the current and past contracts in the table below and **ONLY** those relevant to the Travel services required in the bid specifications. It is only the relevant experience that shall be considered for bid evaluation purposes.

Name of client/organization where contract is being executed/was executed	Contract period (indicate start and end dates), e.g. 1 April 2017 to March 2018	Nature of travel services currently providing/provided	Contact persons and telephone numbers of your client	Transactions processed per year	Scope of Work (Domestic or International) or both	

NB: ECDoE shall verify the contents of this list directly with the bidders' clients during reference check. Bidders are required to complete this table in full as it shall be the ONLY ONE used to evaluate bidders experience and capability (in terms of travel transactions processed per year).

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EQUITY STATUS

Provide details of any joint ventures between your entity and any HDI Enterprise for the execution of this bid.

% of HDI Black Owned	Name of Joint Venture	Rand Value

**Black Enterprise: A sole proprietorship, partnership, company, close corporation or entity which is registered in terms of SA legislation and which is at least 51% owned and controlled by black people. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.

CONTRACTS IN OTHER COUNTRIES

If the prospective bidder renders a travel service by means of a contract outside South Africa, please provide details as requested below:

Name of Country	Service

FINANCIAL/CLAIMS HISTORY

Has the organization of parent company or former company with the same principals ever been liquidated: Yes/No

YES (x)	NO (x)

LITIGATION AND/OR JUDGEMENT HISTORY – PROVIDE DETAILS FOR THE PAST FIVE YEARS

Nature of Claim	When did the claim arise	Who are the parties involved in the dispute?	How was the dispute involved?	Did the incident result in any financial problems?

Province of the
EASTERN CAPE
DEPARTMENT OF EDUCATION

24. APPENDIX A

OFFICIAL REQUEST FOR TRAVEL AND ACCOMMODATION

To be completed by the requesting official of ECDoE

TITLE	INITIALS AND SURNAME (of the official travelling)		DIRECTORATE	INDICATE CLUSTER, DISTRICT OR HEAD OFFICE REQUEST
VOYAGER NO:			BA EXEC. CLUB NO:	
Appointed ECDoE official	YES	NO	PERSAL NUMBER:	

PURPOSE OF THE JOURNEY:-.....

.....

.....

PLACE(S) TO BE VISITED:-.....

.....

RESPONSIBILITY:	OBJECTIVE
BUDGET AVAILABLE	
BAS REPORT ATTACHED CONFIRMING THE AVAILABILITY OF FUNDING	

CAR RENTAL: (VEHICLE WITHOUT DRIVER) CAR GROUP: REF NO.

PICK-UP /DELIVERY DATE:..... DROP-OFF DATE:- .....

PICK-UP/ DELIVERY TIME:- ..... DROP-OFF TIME:-.....

PICK UP ADDRESS:..... DROP-OFF ADDRESS:-.....

Official who is a driver must insists on pre and post trip inspection of the rental vehicle signed by both parties when collected and returned. Ignoring this instruction will lead to possible liability of the official for any damages claimed by the rental company. If there is company representative the official must report this to the department in writing to Fleet and Auxiliary Services.

Accommodation	Service i.e. B&B, Hotel, Guest lodge,	Date and time for check-in	Date and time for check-out
Conference or workshop facility etc.	Requirements	Date and time for check-in	Date and time for check-out

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Shuttle Services	Date	Time	Departure Address	Destination Address	Arrival Time
Airline Route	Date	Time	Departure Address	Destination Address	Arrival Time
Excess Luggage	Estimated KG:				

REASONS

_____

I hereby certify that the trip(s) are official and in line with the procurement plan and the operational plan of my unit and that funds are available for this expenditure. No insurance will be paid by the Department for local and overseas trips. Should the official wish to take out insurance, it will be for his/her own account

_____	_____	_____
Signature of the Applicant	Signature of the Unit Head (as delegated by the Department)	Signature of the CFO
_____	_____	_____
PRINT NAME	PRINT NAME	PRINT NAME
_____	_____	_____
Date	Date	Date

Cell no. of the Traveler _____

Name and Cell. no. of the official facilitating the booking _____

Office Contact No/Ext _____

25. APPENDIX B

1. PROCEDURES RELATING TO AIR TRAVEL

IDENTIFY REQUIREMENTS

1.1. A member of ECDoE identifies a need to travel by a commercial airline company from point A to B. The requirement is submitted on an OFFICIAL REQUEST FOR TRAVEL 16.4.1 to the relevant authority to obtain approval to travel through a commercial airline company.

2. AUTHORISE REQUEST

2.1. The authority appointed to approve the request for traveling, reviews the request and approves it if in order.

3. PRELIMINARY BOOKINGS

3.1. If approved to travel, the member will contact the travel agency and make preliminary booking.

4. GOVERNMENT ORDER

4.1 An approved official request to travel will be handed over to the travel agent. It is to be noted that, if a combined preliminary booking has been made for a group of officials, each official must be reflected on the request.

5. ISSUANCE OF THE TICKET

5.1 Only when the approved request to travel is received, will the travel agent confirm the preliminary booking by issuing the air ticket to the relevant official.

6. DELIVERY OF AIR TICKET

6.1 The travel agent will deliver the air ticket to the relevant official at the Department of her nominee or at the point of delivery or collection. E-tickets must be confirmed via email or SMS immediately.

7. COLLECTION OF TICKET

7.1 It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and the official who made the booking, may air tickets be collected from the travel agent or from passenger services at airports.

8. CHANGES TO AIR TRAVEL ARRANGEMENTS

8.1 In case of changes to the original travel arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements on condition that such changes are confirmed in writing. In this case the following actions will be taken:

8.1.1 **Cancellation of travel:** The air ticket is to be returned to by the official who made the booking to the travel agent who will cancel the booking. If payment has been made and an invoice has already been submitted to DoE, a credit note will be processed. In the event of a cancellation fee being levied, the travel agent will invoice DoE accordingly.

8.1.2 **Changes to travel:** The official who made the booking is to approach the travel agent timeously and have the original booking cancelled.

9. REPLACEMENT OF LOST TICKETS

The following actions have to be taken:

9.1 The official who made the booking will report the loss of the air ticket to the nearest South African Police Service Services (SAPS) office, approach the travel agent to cancel the relevant air ticket and submit the reference number of the particular case as provided by SAPS.

9.2 The travel agent will approach the airline company concerned and to cancel the ticket and submit the particulars of the report to SAPS.

9.3 A new air ticket will be issued and forwarded to the relevant official in the department.

9.4 In case of an invoice already issued and submitted to DoE, a document showing the change in the air ticket number on the invoice only, is to be submitted to DoE.

10. WEIGHING – IN AT AIRPORT

10.1 Travelers are to ensure that they timeously weigh-in at airports to prevent cancellation of the bookings or additional costs relating to changes in bookings.

11. CHANGES IN THE BOOKING DURING WEIGHING-IN

11.1 Only in exceptional cases may travelers change the original bookings. In these cases the travelers will be obliged to pay any additional costs and refer any claims for reimbursement to the department.

12. EXCESS LUGGAGE

12.1 Official excess luggage is to be dealt with as follows (private excess luggage remains the responsibility of the official concerned)

12.1.1 Prior Knowledge: The travel agent, depending on the volume and cost of the excess luggage involved, the agent will make arrangements for such luggage and invoice with the air ticket.

12.1.2 Weighing – in at Airport: The traveler will be obliged to pay the cost for any excess luggage identified during the weighing-in at airports and submit any claim for reimbursement to the department.

13. LOUNGES AT AIRPORTS

3.1 Use of dedicated lounges at airports may only be used by travelers if it is at no additional cost to the department or it included in the relevant air ticket. In the event of a specific and special requirements relating to domestic and international travel, the department is to make special arrangements with travel agent.

26. APPENDIX C

PROCEDURES RELATING TO VEHICLE RENTAL

1. IDENTIFY REQUIREMENTS

1.1. A member of ECDoE identifies a need to use a vehicle during an official visit away from his place of work.

2. REQUEST FOR RENTED VEHICLE

2.1. The requirement is submitted on an OFFICIAL REQUEST FOR TRAVEL to the relevant authority to obtain approval to rent a vehicle for use during the intendant official trip. Ensure correct group of are booked as per the prescripts of the department. Official to ensure that pre and post inspections are done with the driver by a representative of the rental company.

3. AUTHORISE REQUEST

3.1. The authority appointed to approve the request for rented vehicles, reviews the request and approves it if in order.

4. PRELIMINARY BOOKINGS

4.1. If approved, the official will contact the travel agency and make preliminary booking. The travel agent will in all instances book vehicles in the cheapest group, unless instructed otherwise in writing.

5. METHOD OF PAYMENT

5.1. The department will effect payment of the vehicle rentals directly to the travel agent after receipt of an invoice and the copy of the relevant approved request.

6. DELIVERY OF A VOUCHER FOR THE RENTAL

6.1. The travel agent will deliver the voucher for the rental of the vehicle to the relevant official or his or her nominee or at the point of delivery or collection.

7. COLLECTION OF TICKET

7.1. It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and the official who made the booking, may vouchers be collected from the travel agent or from the car rental company.

8. SIGNING RENTAL AGREEMENT

8.1. At the destination the member approaches the relevant car rental company or meets with representative of the car rental company delivering the vehicle and hands in the voucher for rental. The member will correctly complete and sign the rental agreement on behalf of the department. In respect of the following aspects on rental agreement:

- Collision damage waivers
- Personal accident insurance
- Theft waivers

9. CHANGES TO AIR TRAVEL ARRANGEMENTS

9.1. In case of changes to the original vehicle rental arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements on condition that such changes are confirmed in writing. In this case the following actions will be taken:

9.2. **Cancellation of vehicle rental:** The voucher is to be returned to by the official who made the booking to the travel agent who will cancel the booking. If payment has been made and an invoice has already been submitted to DoE, a credit note will be processed. In the event of a cancellation fee being levied, the travel agent will invoice DoE accordingly.

9.3. **Changes to vehicle rental:** The official who made the booking is to approach the travel agent timeously and have the original booking cancelled.

10. REPLACEMENT OF LOST VOUCHER FOR RENTAL

10.1 The travel agent will issue a new voucher for rental and forward it to the official.

11. NON ACCEPTANCE OF RENTED VEHICLES

11.1. In the event of vehicles not being accepted as booked and the car rental companies not timeously being advised of any cancellation or change to the booking, such non-acceptance of rented vehicles are to be reported to the ECDoE.

12. RECEIPT OF RENTED VEHICLES

12.1. Before taking receipt of the vehicle, the official is to ensure that the vehicle is in good order, condition, properly filled with fuel, oil and water, and that the mileage on the odometer corresponds with the mileage entered on the rental agreement. An irregularity or deviation is to referred to the car rental company to before departure or within the reasonable period, e.g. within 30 minutes, if departure is not eminent.

13. USE OF RENTED VEHICLES

13.1 While the vehicle is in possession of the official, the official will use the vehicle primarily for the official purposes that it was rented for. Furthermore, the official will use the vehicle carefully and take all reasonable precautions to protect the vehicle from theft and damage. If unattended, the official will ensure that doors, windows and boot are locked, any alarm device or immobilizer is operating and the keys of the vehicle are in the possession or control of the official.

REFUELLING RENTED VEHICLE

13.2 If the vehicle requires fuel or oil, the official will be obliged to pay for it himself and refer any claim for reimbursement to the ECDoE.

14. RETURN OF RENTED VEHICLES

14.1 When returning the vehicle, the official is to ensure that the vehicle is in good order and condition. The mileage on the odometer is to be noted and an estimate made of the quality of petrol required to refill the tank. In case of damages to the vehicle and/or damages to or theft of certain items of the vehicle, the exact nature of the damages and /or theft is to be noted.

15. VEHICLE COLLISION/ACCIDENTS/THEFT REPORT

15.1 In a case of any collision, accident or theft of the rented vehicles, or damages to or theft of items from the rented vehicle, the official will immediately report the occurrence to the car rental company and complete all the required documentation. If this is not possible, the official will supply the car rental company with all relevant documents, statements or particulars concerning the occurrence as it had been reported to the police or traffic authorities.

16. COMPLETION OF RENTAL AGREEMENT ON RETURN OF THE VEHICLE

16.1 The official must endorse on the member's copy of the rental agreement the mileage noted from the odometer, the estimated quality of petrol used and nature of any damages and/or theft for reconciliation with the invoice received later.

17. PROOF OF USE OF RENTED VEHICLE

17.1 After returning, the official is to hand the copy of the rental agreement to the relevant official in the ECDoE and certify on the relevant invoice that the vehicle had been used.

18. THE ECDoE ACCIDENT /THEFT REPORT

18.1 In case of any collision, accident or theft of the rented vehicle, or damages to or theft of items from the rented vehicle, the official will complete the required accident report. All relevant documents, statements or particulars concerning the occurrence must accompany the accident or theft report and be handed in to the tasking authority for further action.

19. INSURANCE CLAIMS IN RESPECT OF VEHICLE COLLISION / ACCIDENT / THEFT OR CLAIMS IN RESPECT OF TRAFFIC OFFENCES

19.1 In case of any claims concerning collision, accident, theft of the rented vehicles, damages to or theft of items from the rented vehicles or traffic offences, the travel agent will submit invoices or summonses containing such relevant information as received from the car rental company. The information on the invoices is to be similar to that applicable to invoices submitted in respect of rented vehicles, but are to be addressed for payment by the ECDoE and not the travel agent.

20. CLAIMS AGAINST THE STATE

20.1 The ECDoE will consider all invoices received relating to the claim in respect of vehicle collisions, accidents, damages or theft, as claims against the State. Such claims will be considered to establish whether:

21.1.1. The driver was legally entitled to use the vehicle

21.1.2. The driver was the cause of the of the collision, accident, damages or theft, and

any third parties were the cause of the collisions, accidents, damages or theft so that it could determine whether the State should pay the claims itself or have the individual or third party liable for such claims.

27. APPENDIX D

PROCEDURE RELATING TO ARRANGEMENT OF ACCOMMODATION

1. IDENTITY REQUIREMENTS

1.1. An official of the ECDoE identifies a need to be accommodated during an official visit away from his office.

2. REQUEST FOR ACCOMMODATION

2.1. The ECDoE official submits his or her request for accommodation 16.4.1 for the intended visit to the relevant authority for approval. The travel agent must negotiate best possible rates with hotels/lodges/guest houses for ECDoE guided by the ECDoE's prescripts.

3. PRELIMINERY BOOKINGS

3.1. If approval is granted, ECDoE official will contact the travel agent and make preliminary bookings.

4. METHOD OF PAYMENT

4.1. The travel agent will pay the accommodation (only dinner, bed and breakfast, except if any special arrangements have been made) and then claim back from ECDoE by invoice with a copy of the relevant approved 16.4.1 form attached and the order number.

5. AUTHORISE ISSUING OF VOUCHER FOR ACCOMMODATION

5.1. The travel agent will receive written confirmation of accepting the preliminary booking, whereby the issuing of the voucher is authorized by the ECDoE.

6. DELIVERY OF VOUCHER FOR ACCOMMODATION

6.1. The travel agent will deliver / email the voucher for accommodation to the relevant official of ECDoE, his or her nominee or at the point of delivery or collection.

7. COLLECTION OF VOUCHER FOR ACCOMMODATION

7.1. It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and the official who made the booking, may vouchers for accommodation be collected from the travel agent.

8. CHANGES TO ACCOMMODATION ARRANGEMENTS

8.1. If changes occur to the original accommodation arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements, with the proviso such changes are confirmed in writing. The following action must be taken for the indicated cases:

8.1.1. Cancellation of accommodation: The voucher for accommodation is to be returned by the official who made the booking to the travel agent who will cancel the booking.

8.1.2. Changes to accommodation arrangement: The official who made the booking is to approach the travel agent timeously and have the original booking changes.

9. REPLACEMENT OF LOST VOUCHER FOR ACCOMMODATION

9.1. The travel agent will issue a new voucher for accommodation and forward to the relevant official at ECDoE.

10. ARRIVAL AT ACCOMMODATION

10.1. At the reception, the official will hand in the voucher for accommodation, sign the required documents and take possession of the room keys. In a case of a combined booking, all officials will individually sign the required documents and take possession of their room keys.

11. NON-UTILIZATION OF ACCOMMODATION

11.1. In the event of the accommodation not being used as booked and travel agent and hotel not having been timeously advised of any cancellation or changes to the booking, such non-utilization of accommodation is to be reported to the ECDoE.

12. DEPARTURE FROM ACCOMMODATION

12.1. Before departure each official will sign a final voucher. The official must pay cash for his/her telephone calls/faxes/dry cleaning (if not staying longer than three days), and alcoholic drinks. These accounts are to be retained and submitted by the official when submitting his or her claim for reimbursement of travel expenses except alcoholic drinks.

28. APPENDIX E

PROCEDURES RELATING TO LOCAL AND INTERNATIONAL TRAIN AND BUS TRAVEL/SHUTTLE SERVICES

1. IDENTITY REQUIREMENTS

1.1 An official of ECDoE identifies a need to travel by train or bus from point A to B. The requirement is submitted on a 16.4.1 form to the relevant authority in the Department to obtain approval to travel by train or bus. The travel agent negotiates best possible rate with the bus/train companies.
1.2 The travel agent will provide the ECDoE with travel rates for buses and trains and communication in writing rate changes/adjustments.
1.3 The authority appointed to approve the 16.4.1 request, reviews the request and approves it if it is in order.

2. PRELIMINERY BOOKINGS

2.1 If approved to travel, the official will contact the travel agent and make preliminary bookings.

3. METHOD OF PAYMENT TO THE TRAVEL AGENT

3.1 The ECDoE will effect payment of the train or bus travel to the travel agent upon receipt of an invoice/s copy of the approved request and the order.

4. ISSUE OF TRAIN OR BUS TICKET

4.1 Only when the approved 16.4.1 request form has been approved and received will the travel agent confirm the preliminary booking by issuing a train or a bus ticket to the official of ECDoE or his/her nominee or the point of relevant delivery or collection.

5. COLLECTION OF TRAIN OR BUS TICKET

5.1 It is to be noted that only in exceptional cases and mutually agreed between the travel agent and the official who made the booking, may the train or bus ticket be collected from the travel agent or from railway stations or bus terminals.

6. CHANGES TO THE BUS OR TRAIN TRAVEL

6.1 If changes occur to the original train or bus arrangements, the official who made the booking is to liaise with the travel agent and make the necessary arrangements, with the proviso such changes are confirmed in writing. The following action must be taken for the indicated cases:

6.1.1 **Cancellation of travel:** The travel ticket is to be returned by the official who made the booking to the travel agent who will cancel the booking. If an invoice had already been issued submitted to ECDoE, a credit note will be processed.

6.1.2 **Changes to travel arrangement**: The official who made the booking is to approach the travel agent timeously and have the original booking changes. Return the relevant ticket and have the original booking cancelled. The travel agent will provide the official with the new ticket.

7. REPLACEMENT OF LOST BUS OR TRAIN TICKET

7.1 The following actions have to be taken by the travel agent:

7.1.1 The relevant ticket must be cancelled.
7.1.2 The new ticket must be issued and forwarded to the relevant official in the ECDoE.
7.1.3 In case of invoice already issued and submitted to the ECDoE, a document showing the change in the ticket number only on the invoice is to be submitted to the ECDoE.

29. APPENDIX F

PROCEDURES RELATING TO PAYMENT

1. SUBMISSION OF INVOICES

1.1. If approved 16.4.1 form were submitted to the travel agent, the travel agent will give the ECDoE the required original invoices and statements as soon as possible after the service has been delivered. The invoices are to contain the following minimum basic information and additional specific information relating to the indicated services provided:

(a) Basic information

- Invoice number, date and order number
- Travel agent's name, address, office of issue and consultant's name.
- The official who required the service or attached name list of group.
- The copy of the approved 16.4.1 Appendix A

(b) Air Travel Information

- Date of travel.
- Air ticket number.
- Airline company's name and routes travelled.
- Passenger's name or name list of group.

(c) Vehicle rental information

- Date and period of vehicle rental.
- Car rental company's name.
- Driver's name or name list of group.
- Number of days rented and kilometers travelled.
- Daily tariff.

(d) Train / Bus Travel

- Date of travel.
- Train / Bus ticket number.
- Railway / bus company's name and route travelled.
- Passenger's name or name list of the group.

(e) Supporting services

- Date of service provided
- Service provider (invoices of hotel, dinner slips, breakfast slips. Parking slips and laundry slips must be attached.
- ECDoE member concerned

2. CERTIFICATION OF INVOICES

2.1. Upon receipt of invoices, the ECDoE will do the following:

(a) **Basic check:** Ensure that invoice compare with the relevant approved 16.4.1

(b) Air travel:

- Ensure that air tickets are attached to invoices compare with the information of the air tickets reflected on the invoices and with copies of those in possession. In case of the replacement air ticket for a lost air ticket, a supporting document verifying the change is to be attached to the invoice.
- Ensure that the officials concerned certify on the invoices that the air tickets were supplied and that the travels had occurred as scheduled.

(c) Vehicle rental

- Ensure that the information on the invoices relate to the information on the rental agreements returned by the drivers concerned.
- Ensure that the officials concerned certify on the invoices that the vehicles were rented and that the information on the invoices is correct.

(d) Train/Bus Travel:

- Ensure that the official concerned certify on the invoices that the travels had been undertaken and that the information on the invoices is correct.

(e) Supporting services:

- Ensure that the official concerned certify on the invoices that the supporting services had been provided and that the information on the invoices is correct.

3. CREDIT NOTES

3.1. Credit notes are to contain the following minimum information:

- Credit note number and date.

- Travel agent's name, address, office of issue and consultant's name.
- The official who required the service.
- Copy of the approved 16.4.1 Appendix A
- Invoice number and date
- Amount

30. APPENDIX G

PROCEDURES RELATING TO ACCUMMULATED CREDITS

1. INFORMATION CONCERNING ACCUMULATED CREDITS

1.1. The travel agent will advise the ECDoE every month of credits relating to the relevant airline companies. The information is to reflect credits earned, used and outstanding.

2. PROCESSING OF AIR TICKETS AGAINST ACCUMMULATED CREDITS

2.1 Each district or programme at Head Office is to process the bookings for air tickets against accumulated credits in the same manner as for normal air tickets, but with the following:

- All requests for these air tickets are to be approved by Deputy Director: Auxiliary Services
- All these air tickets are to be booked through the central branch office of the travel agent. The travel agent must however be able to issue from other branch offices if required.

3. RECORDING OF CREDITS USED

3.1. The travel agent will ensure that the use of credits is properly recorded with the relevant airline companies.

4. CONDITIONS APPLICABLE OF AIR TICKETS USED AGAINST ACCUMMULATED CREDITS

4.1. The following conditions will be applicable to air tickets used against the accumulated credits:

- All travels will be official and in accordance with ECDoE policy concerning the use of public airline companies.
- The air tickets will only be for use on the airline companies concerned.
- Once the available credit has decreased to an amount not sufficient to cover the value of an air ticket, the balance is to be retained until the next credits are advised. This implies that part payment of air ticket is allowed.

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31. APPENDIX H

FORMAT OF MANAGEMENT REPORTS

1. INFORMATION PER DISTRICT

1.1. The ECDoE requires that detailed information be reflected in the monthly management reports submitted. The information is to reflect the following:

Air travel

- Date of travel
- Passenger's particulars
- Routes travelled
- Airline/s utilized
- Costs relating to airport taxes or excess luggage
- Cost of air travel
- Amount saved in relation to most expensive standard tariff in specific class of travel.
- Percentage saving in relation to most expensive standard tariff in a specific class of travel.
- Total amount spent per airline used for a specific month.
- Total amount spent for the specific month
- Total amount saved for the specific month
- Total accumulative amount spent per airline used for the specific year
- Total accumulative amount saved for a specific year
- Total percentage of saving for the specific year

Land Travel:

The information in this category relates to vehicle rentals, travel by train or bus, or any supplementary services provided or arranged. The information required is the following:

- Date of service provided
- Traveler's particulars
- Route travelled e.g. pick up and destination (drop off)
- Service provided

- Cost of service provided
- Amount saved in relation to the most expensive standard tariff relating to similar service
- Percentage saving in relation to the most expensive standard tariff relating to similar services.
- Total amount spent per service provided for the specific month
- Total amount spent for the specific month
- Total amount saved for the specific month
- Total accumulative amount spent per service provided for the specific year
- Total accumulative amount saved for the specific year
- Total percentage of saving for the specific year.

Accommodation

- Date of service provided
- Traveler's particulars
- Service provided
- Destination booked in
- Cost of service provided
- Amount saved in relation to most expensive standard tariffs relating to similar services
- Percentage saving in relation to the most expensive standard tariff relating to similar services.
- Total amount spent per service provided for the specific month.
- Total amount spent for the specific month.
- Total amount saved for the specific month.
- Total accumulative amount spent per service provided for the specific year.
- Total accumulative amount saved for the specific year.
- Total percentage saving for the specific year

After hours

- Detailed reports on calls received after hours and what the actions were
- Total amount of costs ascribed to after hour calls
- Details of the consultant(s) working after hours

List of complaints and challenges

- Detailed report on complaints, concerns, disappointments etc received by the travel agent from the Department and the response to remedy.

Negotiated prices

- Detailed reports on negotiated rates for shuttle and accommodation that the travel agent has done on behalf of the Department.