



## KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

### Invitation to Tender – DARD 10/2024

#### KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Request for Proposals for the Appointment of a Travel Management Company to Provide Online Travel Solutions for Three (03) years**

#### Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (v) The department publishes all awards on departmental website, thereafter, publishes the award on e-tender portal after receiving an acceptance from the successful bidder. However, due to inability of the e-tender portal to advertise the awards of panels, the department advertises all panel awards on the departmental website.

#### Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

**Administrative:** Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or [Nompumelelo.Dladla@kzndard.gov.za](mailto:Nompumelelo.Dladla@kzndard.gov.za) and

**Technical:** Mr. B.R Dube Tel. 033 355 9185/ 9588/ 067 417 4300 or [bhekani.dube@kzndard.gov.za](mailto:bhekani.dube@kzndard.gov.za)

**The closing date and time for receipt of Tenders is 12 September 2024 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**NB. Tender documents must be deposited at: Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**

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**PART A  
INVITATION TO BID**

|  |  |               |  |  |   |
|--|--|---------------|--|--|---|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>   |  |               |  |  |   |
| BID NUMBER:  | DARD 10/2024   | CLOSING DATE: | 12/09/2024   | CLOSING TIME:  | 11h00   |
| DESCRIPTION  | Request for Proposals for the Appointment of a Travel Management Company to Provide Online Travel Solutions for Three (03) years |               |  |  |   |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  |  |               |  |  |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |  |   |
| CONTACT PERSON   | Nompumelelo Dladla   |               | CONTACT PERSON   | Mr B.R Dube  |   |
| TELEPHONE NUMBER   | 033 355 9369   |               | TELEPHONE NUMBER   | 033 355 9185/9588/ 067 417 4300                          |   |
| FACSIMILE NUMBER   | n/a  |               | FACSIMILE NUMBER   | n/a  |   |
| E-MAIL ADDRESS   | nompumelelo.dladla@kzndard.gov.za  |               | E-MAIL ADDRESS   | bhekani.dube@kzndard.gov.za                              |   |
| <b>SUPPLIER INFORMATION</b>  |  |               |  |  |   |
| NAME OF BIDDER   |  |               |  |  |   |
| POSTAL ADDRESS   |  |               |  |  |   |
| STREET ADDRESS   |  |               |  |  |   |
| TELEPHONE NUMBER   | CODE   |               | NUMBER   |  |   |
| CELLPHONE NUMBER   |  |               |  |  |   |
| FACSIMILE NUMBER   | CODE   |               | NUMBER   |  |   |
| E-MAIL ADDRESS   |  |               |  |  |   |
| VAT REGISTRATION NUMBER  |  |               |  |  |   |
| SUPPLIER COMPLIANCE STATUS   | TAX COMPLIANCE SYSTEM PIN:   |               | OR   | CENTRAL SUPPLIER DATABASE No:                            | MAAA  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE   | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |  | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>  |  |               |  |  |   |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |               |  |  |   |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO |   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO |   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO |   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO |   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO |   |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |  |               |  |  |   |

## PART B TERMS AND CONDITIONS FOR BIDDING

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 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: .....

**SECTION A**  
**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION C**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD Registration  
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND  
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF  
SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID  
FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE  
BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**PART C**

**PRICING SCHEDULE**  
(Goods/Service/Work)

NAME OF BIDDER: .....

CLOSING TIME: **11h00**

CLOSING DATE: **12/09/2024**

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

| BID NUMBER          | DESCRIPTION   | TOTAL BID PRICE IN<br>RSA<br>CURRENCY<br>*(All applicable taxes<br>included) |
|---------------------|---|--|
| <b>DARD 10/2024</b> | <b>Request for Proposals for the Appointment of a<br/>Travel Management Company to Provide<br/>Online Travel Solutions for Three (03) years</b> |  |

**Amount in Words:**

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

Official Company  
Stamp

\_\_\_\_\_  
**Signature**



## SECTION D

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.....   |
| Closing Time 11:00  | Closing date..... |

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

| ITEM NO.  | QUANTITY | DESCRIPTION | Unit Price | Total for each unit |
|---|----------|-------------|------------|---------------------|
| 1   |          |             |            |                     |
| 2   |          |             |            |                     |
| 3   |          |             |            |                     |
| 4   |          |             |            |                     |
| <b>SUB-TOTAL</b>  |          |             |            |                     |
| <b>VAT AT 15%</b>   |          |             |            |                     |
| <b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b> |          |             |            |                     |

- 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 applic

**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.....<br><br>Closing Time 11:00 | Bid number.....<br><br>Closing date..... |
|---|--|

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

| ITEM NO.  | QUANTITY | DESCRIPTION | Unit Price | Total for each unit |
|---|----------|-------------|------------|---------------------|
| 1   |          |             |            |                     |
| 2   |          |             |            |                     |
| 3   |          |             |            |                     |
| 4   |          |             |            |                     |
| <b>SUB-TOTAL</b>  |          |             |            |                     |
| <b>VAT AT 15%</b>   |          |             |            |                     |
| <b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b> |          |             |            |                     |

- 
- 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

## 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

2. 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<br>(D1, D2 etc. eg. Labour, transport etc.) | P      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 |
|--|---|---|---|
|  |   |   |   |
|  |   |   |   |
|  |   |   |   |

**PRICING SCHEDULE**  
(Professional Services)

|   |  |
|---|--|
| Name of bidder.....<br>Closing Time 11:00 | Bid number.....<br><br>Closing date..... |
|---|--|

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

| ITEM NO. | DESCRIPTION | BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED) |
|----------|-------------|---|
|          |             |   |

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

|       |        |       |
|-------|--------|-------|
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

|       |        |       |
|-------|--------|-------|
| ..... | R..... | ..... |
| ..... | R..... | days  |
| ..... | R..... | days  |
| ..... | R..... | days  |

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT  |
|---------------------------------------|-------|----------|---------|
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT  |
|---------------------------------------|-------|----------|---------|
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |
| .....                                 | ..... | .....    | R ..... |

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## SECTION D

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

|                    |                         |
|--------------------|-------------------------|
| .....<br>Signature | .....<br>Date           |
| .....<br>Position  | .....<br>Name of bidder |

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



## SECTION E

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20      or      90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20      or      90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|---|---|---|
| NIL   | 0   |   |
| <b>TOTAL</b>  | <b>20</b>   |   |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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

**SURNAME AND NAME:**

.....  
**DATE:**

.....  
**ADDRESS:**

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

|  |  |
|--|--|
| <b>Enterprise Name</b>                                 |  |
| <b>Trading Name (If Applicable):</b>                   |  |
| <b>Registration Number</b>                             |  |
| <b>Enterprise Physical Address:</b>                    |  |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |  |
| <b>Nature of Business:</b>                             |  |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>   |
| <b>Definition of "Black Designated Groups"</b>         | <p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p> |

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

|                           |   |  |
|---------------------------|---|--|
| 100% Black Owned          | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned  | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| Less than 51% Black Owned | <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

|              |
|--------------|
|              |
| <b>Stamp</b> |

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

|                     |  |
|---------------------|--|
| Full name & Surname |  |
| Identity number     |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

|   |   |
|---|---|
| Enterprise Name                                 |   |
| Trading Name (If Applicable):                   |   |
| Registration Number                             |   |
| Enterprise Physical Address:                    |   |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): |   |
| Nature of Business:                             |   |
| Definition of "Black People"                    | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –<br>(c) who are citizens of the Republic of South Africa by birth or descent;<br>or<br>(d) who became citizens of the Republic of South Africa by naturalisation-<br>III. before 27 April 1994; or<br>IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"   |
| Definition of "Black Designated Groups"         | "Black Designated Groups means:<br>(f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(g) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;<br>(i) Black people living in rural and under developed areas;<br>(j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

|                          |  |  |
|--------------------------|--|--|
| 100% Black Owned         | <b>Level One</b> (135% B-BBEE procurement recognition level) |  |
| At Least 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

|              |
|--------------|
|              |
| <b>Stamp</b> |

\_\_\_\_\_  
**Signature of Commissioner of Oaths**



## CONTRACT FORM – GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

## CONTRACT FORM – GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION |
|------------------------|---------------------------------------|-----------------|-------------------------------------|
|                        |                                       |                 |                                     |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## **SECTION G**

### **GENERAL CONDITIONS OF CONTRACT**

#### **i. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**ii. Application**

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**iii. General**

- 1.1 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.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**iv. Standards**

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

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

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

**vi. Patent rights**

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

**7. Performance security**

- 1.1 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.
- 1.2 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.
- 1.3 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:
  8. 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
  9. a cashier's or certified cheque
- 1.4 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.

## **2. Inspections, tests and analyses**

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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**

- a. 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.
- b. 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.

## **2. Delivery and documents**

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

## **3. Insurance**

- a. 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.

## **4. Transportation**

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

## **5. Incidental Services**

- a. 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.
- b. 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.

## **6. Spare parts**

- a. 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.

## **7. Warranty**

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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.

**8. Payment**

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

**9. Prices**

- a. 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.

**10. Contract amendments**

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

**11. Assignment**

- a. 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.

**12. Subcontracts**

- a. 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.

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

**14. Penalties**

- a. 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.

**15. Termination for default**

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - a. the name and address of the supplier and / or person restricted by the purchaser;
  - b. the date of commencement of the restriction
  - c. the period of restriction; and
  - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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.

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

- a. When, after the date of bid, provisional payments are required, or antidumping 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.

## **17. Force Majeure**

- a. 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.
- b. 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.

## **18. Termination for insolvency**

- a. 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.

## **19. Settlement of Disputes**

- a. 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.

- b. 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.

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

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

e. 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.

## **20. Limitation of liability**

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

- i. 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
- ii. 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.

## **21. Governing language**

- a. 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.

## **22. Applicable law**

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

## **23. Notices**

- a. 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
- b. 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.

## **24. Taxes and duties**

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

## **25. National Industrial Participation (NIP) Program**

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

## **26. Prohibition of Restrictive practices**

- a. 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).
- b. 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

## SECTION H

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

#### 1. CONTRACT PERIOD

- 1.1 The contract is for thirty-six (36) months.

#### 2. EVALUATION CRITERIA

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three : Presentation

Ensuring that bids comply with administrative Compliance and the price and specific goal.

##### 2.1. Stage 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

##### 2.2 Preferential Point Evaluation

- 2.1.1. This bid will be evaluated using the 80/20 preference point system.

#### 3. BID APPEAL TRIBUNAL

##### PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website [www.tenderbulletin.gov.za](http://www.tenderbulletin.gov.za).

The address provided for the lodging of appeals is:

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200

FAX NO.: (033) 897 4501

## SECTION I

### AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

| (I)<br>CLOSE<br>CORPORATION | (II)<br>COMPANIES | (III)<br>SOLE<br>PROPRIETOR | (IV)<br>PARTNERSHIP | (V)<br>CO-OPERATIVE | (VI)<br>JOINT VENTURE /<br>CONSORTIUM |  |
|-----------------------------|-------------------|-----------------------------|---------------------|---------------------|---------------------------------------|--|
|                             |                   |                             |                     |                     | Incorporated                          |  |
|                             |                   |                             |                     |                     | Unincorporated                        |  |

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**  
Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note:** Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**SECTION J**  
**TERMS OF REFERENCE**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE ONLINE TRAVEL SOLUTIONS FOR THREE (03) YEARS**

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**1. BACKGROUND**

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmers of the KwaZulu-Natal Department of Agriculture and Rural Development (**DARD**) (herein after referred to as Department).
- 1.2. The Department endeavors to contribute to economic employment and the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security. The Department has therefore prioritized the need to assist resource-poor and emerging farmers with fencing requirements.
- 1.3. To meet the needs of our changing client base, through its employees, conducts business on a daily basis with its customers, suppliers and communities as well as with the state and other authorities. During these interactions the core and regional departments require various resources and tools to be able to fulfil their functions.
- 1.4. DARD requires travel management company (online Travel solution) for both domestic and international travel. Travel arrangements will consist of air travel, accommodation, airport transfers, shuttle services and car rentals through the appointed service provider(s) as well as conference services and facilities.
- 1.5. DARD is currently utilizing an Online Travel Booking System that departmental officials use to make bookings for official travel through provincial Treasury and the contract has been extended until end Sep 2024.

**2. OBJECTIVES**

- 2.1. The objective of this bid is to appoint a service provider for the provision of travel management services for the department.
- 2.2. Suitable service provider are required to provide a complete, managed online travel management solution for domestic and international travel, including air travel, accommodation, airport transfers, shuttle services and car rentals through the appointed service provider(s) as well as conference services and facilities

**3. SCOPE OF SERVICES**

- 3.1. The DARD requires services of a travel management company (TMC) who will render travelling

solution (ONLINE) to DARD official and its stakeholders.

- 3.2. The travel agency must commit to give individual solutions with flexible rates in line with prescribed National Treasury Legislation , Circulars and DARD internal policy with the necessary to fulfill DARD's requirements as and when required.
- 3.3. The awarded service provider shall develop a system that will interface with departmental systems such as (BAS/LOGIS/PERSAL,etc.)
- 3.4. The system should allow us to build in category links/ relationships between the different segment codes so that it reduces the chance of misallocations.
- 3.5. The travel agency will be required to provide operational business processes that are tailored to meet the location and service range as required by DARD, with the widest choice available.
- 3.6. Provide detailed travel itineraries to the traveler, prior to the trip being taken.
- 3.7. The travel agency will also be required to continuously identify improvements in terms of costs and deliver innovative solutions to DARD.
- 3.8. The travel agency must provide efficient, trained, capable competent and dedicated personnel and an account manager to perform the required services.
- 3.9. Contingency plan with regards to personnel (Accounts Manager) and an ability to provide services during interruptions.
- 3.10. The travel agency must be able to negotiate optimal rates with car rental companies, shuttle services airfare and for accommodation and review rates in conjunction with DARD.
- 3.11. The travel agency must have the capability of amending confirmed reservation should the need arise at the traveler's cost.
- 3.12. Assist employees travelling overseas with international driver's license arrangements where applicable.
- 3.13. The travel agency will be required to arrange for both national and international shuttle services to and from the airports.
- 3.14. The travel agency must identify the level of support they will require from DARD.
- 3.15. The successful travel agency will be required to conduct continuous workshops and / or information session to all DARD employees.
- 3.16. Key outputs of Travel agency will be to implement, co-ordinate the entire travel management based on the diversity of the individuals travel needs of DARD's personnel that includes but not limited to the following:
  - 3.15.1. Hiring of any venues (Conferences, workshop, Summit, Seminar)

## **4. OPERATIONAL AND FUNCTIONAL REQUIREMENTS OF THE SYSTEM**

### **4.1. Functional and Operational**

- 4.1.1. The system must be web-based
- 4.1.2. The system must be supported by both iOS and Android platforms.

- 4.1.3. The system must interface in real-time with popular third-party booking systems.
- 4.1.4. The system must comply with all adopted security standards and policies including Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.
- 4.1.5. Predefined users must be set up to book and authorize travel transactions. The system must enforce clear segregation of duties. The system must also show the level of authorized users e.g. User and Super User.
- 4.1.6. The system must be customized to interface with the Basic Accounting System (BAS) or other financial systems.
- 4.1.7. The system must allow the department (Budget Section) to capture budget for each section.
- 4.1.8. Once the budget for any section is finished, the system must prevent the user to finalizer the booking, unless the approval from the Responsibility and Budget section.
- 4.1.9. The system must always comply with all existing public financial prescripts.
- 4.1.10. The system must be user friendly and promote usability through the provision of user guides and online help.
- 4.1.11. At a minimum, the system must allow for the electronic booking of domestic – flights, international – flights, road transport, accommodation and Venues.
- 4.1.12. The system must deliver travel documentation electronically to both the travel booker and traveler by way of E-Mail and SMS.
- 4.1.13. The system must make provision for the payment of flights, road transport and accommodation, at a minimum, through Electronic Funds Transfer, Debit and Credit card (virtual card) and direct payment.
- 4.1.14. The system must provide for request and pre-authorization by allowing Departments/entities to complete travel requests, coupled with real-time quotes, in a secure environment, with authorization that allows authorizers to approve travel in a customizable fashion, according to approval mandates.
- 4.1.15. The system must be customized to process group and conference bookings.
- 4.1.16. The Online Booking System must implement the Department's/entity's current approved policies (including airlines, road transport and accommodation) and enable the departmental officials to perform self-service functions.

## **4.2. Booking Process**

- 4.2.1. Provide the necessary travel booking services and support.
- 4.2.2. Negotiate favorable rates for the Department with air, road transport and accommodation service provider(s) and implement them.
- 4.2.3. Ensure an employee is always accessible in the event of an emergency and/or weekends and/or public holidays.
- 4.2.4. Obtain any reimbursement which may be due, on account of cancelled or reissued reservations and

/ or tickets, unless otherwise stated;

4.2.5. Notify Department of air tickets for revalidation and / or re-issue;

4.2.6. Ensure booking confirmations and payments are as required by vendors.

4.2.7. Ensure prompt investigation of any complaints.

4.2.8. The booking solution will be required to provide real time quotations for domestic and international travel arrangements from all airlines, vehicle hire companies and a range of properties for accommodation and conferences. An e-ticket or confirmation and detailed itineraries, showing the accurate status of the airline, road transport and accommodation reservations on all segments of the journey must be provided.

4.2.9. Create a temporary reservation with the supplier/s showing the time frame of the temporary reservation and the expiry date of the temporary reservation and a requisition subject to approval based on:

4.2.9.1. Travel policy compliance: o Declined / missed savings, based on selection made;

4.2.9.2. Detailed costings against responsibilities (cost centers).

4.2.9.3. Department should be able to capture budget per-section to restrict travel once depleted.

4.2.9.4. There must be an auto cancellation of temporary reservations at no cost.

### **4.3. Navigation**

4.3.1. The system should allow users to search for availability and lowest fares (air, road travel and accommodation) across multiple suppliers (offering both preferred and public rates).

4.3.2. At the time-of-flight selection, provide the travel booker with details of the flight fare rules e.g. cancellations, changes and minimum stay.

4.3.3. Select the desired real-time quotes for flight, road transport, accommodation, parking reservations that satisfy the request.

4.3.4. Submit the request with selected quotes for approval.

4.3.5. Comparing between suppliers to obtain the cheapest flight, road travel and accommodation.

4.3.6. Offers as per the above must be displayed on a single screen, with sortable columns and filters or arranged in price order from the cheapest to the most expensive to allow travel bookers to choose the best option.

4.3.7. The various travel rates must be compared before confirming a booking as the principles of competitiveness and cost effectiveness must always be maintained.

4.3.8. Select trips based on availability, travel policy, times and price.

4.3.9. The online travel solution shall indicate any special features, programmers, or services that would be beneficial to the Department/Entity and its travellers.

4.3.10. Departments should be able to suggest cheaper booking options that are available at the time of booking for example., if the service provider(s) quotes a price, but a cheaper price is appearing on the search engine of the Internet (e.g., Google) then the service provider(s) must be willing to

upload the cheaper price onto their booking system.

#### **4.4. Workflow Approval**

- 4.4.1. Workflow approval platform to be set up in accordance with the requirement of the department/entity.
- 4.4.2. Approval workflow rules to approve requisitions:
- 4.4.3. All essential information provided to the authorizer via email and SMS.
- 4.4.4. When bookings are approved the RMs must be able to view the allocation codes before the booking is approved also to reduce the misallocations.
- 4.4.5. Approval flows and mandates to be agreed and loaded into the system. Perform all travel arrangements in terms of the rules provided by Departments/Entities and ensure that all bookings are only processed against travel orders as authorized by the Departments/entities.
- 4.4.6. All prescribed approvals as required of the system must be received prior to the issue of any confirmation, ticket or voucher, before departure.
- 4.4.7. Approval to be authorized via SMS, email and online system;
- 4.4.8. Once all approvals have taken place, a unique order number/trip reference number must be generated.
- 4.4.9. Total costs of the specific trip must be catered to accommodate all categories of the trip.
- 4.4.10. Electronic vouchers must be supplied via email and the link must be sent via SMS;
- 4.4.11. For every request approved on the system, appropriate itineraries (booking confirmation) must be generated. Printed itineraries showing complete information on status of reservations on all carriers, road transport and accommodation must be provided. The traveller must be made aware of fare restrictions, post ticketing.

#### **4.5. Transfers / Ticket Changes**

##### **4.5.1. Pre-ticket changes**

- (a) Ability to make multiple changes to travel requirements prior to the approval of the order and a full audit trail must be maintained of all changes made with relevant notifications to the traveler, informing him/her of the change

##### **4.5.2. Post ticketing changes**

- (a) The online solution must detail ticket change limitations where online post ticketing changes are made. online solution must provide detailed cost implications on different classes of bookings and costs for changes tickets / bookings after issue.
- (b) If open tickets are unused 3 months prior to expiry, refunds must be applied for by the successful TMC. Departments/entities must be provided with assistance to ensure limited loss as a result of



post ticketing changes; and

- (c) The system must support online cancellations.

#### **4.5.3. Unused Tickets and Refunds**

- (a) The online solution shall notify the relevant department monthly of unused air tickets and refunds for returned airline tickets for official travel.

#### **4.6. Accommodation**

##### **4.6.1. Direct integration into Hotels, B&B's , Guesthouse or an appropriate system**

- (a) Access to content (pictures and descriptions of amenities).
- (b) Pre-negotiated prices must be displayed to the user.
- (c) Real time rates must be displayed to the user.

##### **4.6.2. Direct integration system into capable accommodation groups.**

##### **4.6.3. The online solution shall ensure that sufficient accommodation is available on the system to accommodate officials travelling from the Departments/entities**

##### **4.6.4. The voucher / confirmation must clearly state the all-inclusive rate. (Accommodation, meals, parking etc.)**

##### **4.6.5. Any additional request/s must be approved as per the system / service level agreement.**

##### **4.6.6. The online solution must obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction/circular of the National Treasury and Provincial Treasury respectively.**

##### **4.6.7. The online solution must obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveler.**

##### **4.6.8. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or bed and breakfast) in accordance with applicable prescript.**

##### **4.6.9. Officials may only stay at accommodation establishments with which the online solution on behalf of Treasury has negotiated corporate rates.**

##### **4.6.10. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the online solution will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time.**

##### **4.6.11. The online solution should during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment applicable prescript.**

- 4.6.12. Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees. Cancellation policies can be set. For example:
- (a) A fully flexible policy, whereby officials only pay when they stay at the property, and can cancel free of charge during a time frame say 7 – 14 days prior to check in.
  - (b) With a customized policy, the service provider(s) can choose how long before check-in officials can cancel for free, and how much they will be charged if they do cancel after that point.
- 4.6.13. On a regular basis, service provider(s) within the travel management's database especially B&Bs should be vetted, and regular site inspections done to check for compliance. This is important especially during long stays.
- 4.6.14. If the service provider(s) is fully booked, overflows are not permitted unless it is of the same grading as the initial service provider(s) booked and the online solution together with the department/entity made aware of the overflow. If an overflow service provider(s) is chosen, then the rate charged for the officials staying at the overflow should be according to the grading of that service provider(s). A separate invoice is to be provided by the overflow service provider(s) for the officials staying at the property.

#### **4.7. Road Transport / Car Rental and Shuttle Services**

- 4.7.1. Direct integration into car hire companies (as specified by applicable prescript)
- 4.7.2. The online solution must ensure that the policy with regards to car hire in line with applicable prescripts is loaded onto the system.
- 4.7.3. The online solution will book the approved category vehicle in accordance with applicable prescript with the appointed car rental service provider(s) from the closest rental location (airport, hotel and venue).
- 4.7.4. The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements.
- 4.7.5. The online solution should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, insurance, etc.
- 4.7.6. The online solution should manage car hire damages and accidents to see if they are valid. A car hire damage agreement should be in place between the online solution and the service provider(s).
- 4.7.7. For international travel the online solution may offer alternative ground transportation to the traveller that may include rail, buses and transfers including chauffeur services.
- 4.7.8. The online solution will book transfers in line with applicable prescript with the appointed and/or alternative service provider(s). Transfers can also include bus and coach services.
- 4.7.9. The online solution should manage shuttle companies on behalf of Treasury and ensure compliance with minimum standards. The online solution should also assist in negotiating better rates with relevant shuttle companies.
- 4.7.10. The online solution should during their report period provide proof that negotiated rates were

booked, where applicable.

#### **4.8. Air**

- 4.8.1. Direct integration into low-cost airlines (as specified by applicable prescripts).
- 4.8.2. The system must be able to book full-service carriers as well as low cost carriers.
- 4.8.3. Airline tickets should be delivered electronically (SMS and/ or email format/ the travel app) to the traveller(s) promptly after booking before the departure times.
- 4.8.4. The online solution will book the most cost-effective airfares possible for domestic travel.
- 4.8.5. For international flights, the airline which provides the most cost effective and practical routings may be used.
- 4.8.6. The online solution should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveller.
- 4.8.7. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable)
- 4.8.8. The online solution will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service provider(s) for other charter requirements.
- 4.8.9. The online solution should during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- 4.8.10. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 4.8.11. Assist with lounge access when required.

#### **4.9. Fulfilment**

- 4.9.1. Electronic Fulfilment:
  - (a) Air – tickets must be issued via the system;
  - (b) Road transport and accommodation vouchers issued via the system according to the payment terms and voucher rules / policy;
  - (c) A service center must render a quality service in line with the agreed upon terms of the SLA. The online solution must ensure that the online system is adequately protected in the event of a disaster. There should be disaster recovery services for all online bookings.
  - (d) Ensure timely notification to travellers of airport closing, cancellations or delays in flights, where possible.

#### **4.10. Manual Fulfilment – By the successful TMC:**

- (a) All trips initiated outside of the online booking system must be uploaded into the system by the

Booking Department;

- (b) The captured booking must follow the same approval and business rules as captured in the approved booking procedure which the online system adheres to;
- (c) Data from all bookings and related system activities must be maintained so that reports can be drawn via the reporting tool.
- (d) The online solution shall keep abreast of and provide an information service to the relevant Department/entity with regard to airport closings, carrier schedule changes, as well as all other alterations, safety conditions which may affect travel and new conditions 71 affecting travel and assist travel bookers to make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveller's official trip if possible. When necessary, e-tickets and billings shall be modified or issued to reflect these changes

## **5. TRAINING**

- 5.1. Adequate training of travel bookers/approvers/ super users on the use of the system as well as system support and related training manuals.
- 5.2. Travel bookers, super approvers and super-users must be trained during implementation. The service provider(s) must provide a trainer/facilitator per session required. A typical session should consist of an eight-hour session, including training on all streams of workflow processes.

## **6. BILLING PROCESS**

- 6.1. Provide a transparent inclusive service fee structure.
- 6.2. Reconcile invoices and supporting documentation with bank statement and approved orders.
- 6.3. Payment and streamlining of reconciliation process
- 6.4. All fees to be charged must be included in the bid document.
- 6.5. Air transactions to be settled prior to ticketing via a lodge card. There must be a system generated invoice.
- 6.6. System service fees charged to the lodge card at the time of order creation must be supported by a system generated invoice.
- 6.7. Direct settlement to suppliers, reconciliation of payments against card statement based on supporting documentation (receipts, invoices from vendors, etc.) and submission to the relevant Department/entity, to streamline the reconciliation process.
- 6.8. The system must be able to manage different forms of payment for flights, road transport and accommodation. The system must reflect the limit still available on the lodge card.

## **7. DATA SECURITY**

- 7.1. System resilience: The system must be able to recover in the event of a power outage. Bookings that are currently being done need to be rolled back.

- 7.2. The system must comply with all adopted security standards and policies including Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector

## **8. AFTER HOURS AND EMERGENCY SERVICES**

- 8.1. The TMC should provide After Hours and Emergency Services
- 8.2. The TMC should provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 8.3. A dedicated consultant/s should be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- 8.4. After hours' service should be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays
- 8.5. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 8.6. The TMC should have a standard operating procedure for managing after hours and emergency services. This should include purchase order generation of the request within 24 hours.
- 8.7. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service provider(s).
- 8.8. Ensure that the Department's/entity's Travel Policy is enforced.
- 8.9. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 8.10. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

## **9. COMMUNICATION**

- 9.1. Traveller itinerary emails must be sent to the travel booker and traveller;
- 9.2. SMS alerts to travellers;
- 9.3. The system must accurately advise the traveller of e-ticketing deadlines and other relevant information every time reservations are made, in order to cancellations of bookings.
- 9.4. The TMC should ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, TMC in one smooth continuous workflow.

## **10. ACCOUNT MANAGEMENT**

- 10.1. An Account Management structure should be put in place to respond to the needs and requirements of the Department/entity and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 10.2. On the reconciliation side the travel agent should do a full recon of all bookings made on the lodge card and all invoices paid by them which they are going to invoice us for and also should show us all

bookings that have not been invoiced as yet and the ageing.

- 10.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

## **11. COSTS TO BE BORNE BY ONLINE SOLUTIONS**

- 11.1. All costs and expenses incurred by the TMC in any way associated with the development, preparation and submission of responses and the provision of any additional information required for evaluation purposes, will be borne entirely and exclusively by the TMC.

## **12. RESPONSIBILITY OF THE DEPARTMENT**

- 12.1. The Department/entity shall be responsible for providing BAS or any other financial system used by the department/entity and PERSAL (if agreed to) access and security access as required by the TMC.

## **13. REPORTING REQUIREMENTS**

- 13.1. The TMC will report directly to the Chief Financial Officer or to the delegated representative of the departments as and when required. Qualitative management of the service / performance provided by the TMC must be in line with the agreed upon SLA.
- 13.2. The system should provide us with reports to monitor spending, budget, missed savings, booking information, outstanding vouchers/invoices not paid, etc. the reports must be available in excel.

**SECTION K**  
**SPECIAL TERMS AND CONDITIONS**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY  
TO PROVIDE ONLINE TRAVEL SOLUTIONS FOR THREE (03) YEARS**

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**INTRODUCTION**

- (a) **Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.**
- (b) **Registration on the Panel of Suppliers via this invitation is a prerequisite for participation in any procurement activities that may result from this bid.**

**1. ACCEPTANCE OF BID**

- 1.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

**2. AMENDMENT OF CONTRACT**

- 2.1. Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

**3. AWARD**

- 3.1. This bid will be awarded to the service provider that will deliver the best proposal, that suits all departmental needs.
- 3.2. Bidders who meet the administration compliance shall be scored on functionality and only bidders with a minimum set score shall be invited to a presentation.

**4. AMENDMENT OF THE PANEL**

- 4.1. No amendment will be done throughout the duration of the contract.

**5. BASIS AND QUANTITIES**

- 5.1. Quantities are not reflected on the bid as they will only be determined and reflected during the time of travel

**6. CERTIFICATE OF COMPLIANCE**

- 6.1. The bidding company must be registered with the Association of South African Travel Agents (ASATA)
- 6.2. The bidding company must be an accredited Travel Agent by International Air Transport Association (IATA)
- 6.3. ISO (27001) from an information security perspective
- 6.4. ISO (9001) from a quality control perspective

## **7. CHANGE OF ADDRESS**

- 7.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandiet executandi*) details change from the time of bidding to the expiry of the contract.

## **8. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE A)**

- 8.1. The bidder must furnish the business profile clearly articulating involvement and experience in the fencing category with specific reference to the agricultural production inputs within the Province with traceable references.

## **9. ENTERING OF DEPARTMENTAL OFFICES**

- 9.1. No representative from a company shall be permitted to enter Departmental premises or buildings unless he/ she is accompanied by the responsible official.

## **10. INVOICES**

- 10.1. All invoices submitted by the Service Provider must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 10.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address, and registration number of the supplier.
  - (b) The name and address of the recipient.
  - (c) An individual serialized number and the date upon which the tax invoice is issued.
  - (d) A description of the goods or services supplied.
  - (e) The quantity or volume of the goods or services supplied
  - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **11. IRREGULARITIES**

- 11.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.



## **12. JOINT VENTURES**

- 12.1. In terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 12.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 12.3. The non-submission of a B-BBEE Certificate by a trust, consortium or joint venture will result in zero (0) preference points being allocated for evaluation purposes.
- 12.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance.
- 12.5. Certificate together with the bid before the closing date and time of bid.
- 12.6. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
- 12.7. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

## **13. LATE BIDS**

- 13.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 13.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

## **14. NOTIFICATION OF AWARD OF BID**

- 14.1. Successful tenderers who have qualified for the different panels will be notified via an advert in the same platform as the invitation.

## **15. PAYMENT FOR SUPPLIES AND SERVICES**

- 15.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 15.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 15.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol will apply if accounts are queried:
- 15.4. Contact must be made with the officer-in-charge of the Office.
- 15.5. If there is no response from the section Director Office, the Director: Finance must be contacted;

15.6. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements will affect payment.

## **16. PERIOD OF CONTRACT**

16.1. The contract period shall be thirty-six (36) months with the options to extend two years (2) commencing on the date of signature of a Service Level Agreement.

## **17. PRICE ADJUSTMENTS**

17.1. Any request for price adjustments as a result of changes in the rate of exchange may be submitted to the Department for consideration. Documentary proof in support of the request for price adjustment must be submitted together with the request.

## **18. SPECIAL CONDITIONS OF CONTRACT**

18.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract.

18.2. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

## **19. SERVICE STANDARDS**

19.1. The TMC shall provide the required services as per the agreed upon SLA which will be signed on award of this contract inclusive of roles of personnel involved.

19.2. The TMC shall meet quarterly with the Department/entity to discuss issues of mutual concern based on the terms of the SLA, to review the TMC performance and to discuss improvements which the TMC or the Department/entity should make in order to achieve more effective travel management and greater savings. During the above meetings the TMC shall also discuss travel updates and other travel matters with the Department/entity.

19.3. The TMC shall immediately make the Department/entity aware of major industry changes, which may have a broad impact on its travel policy or procedures.

## **20. SUPPLIERS DATABASE REGISTRATION**

20.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

20.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.**

## **21. TAX AND DUTIES**

21.1. During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

## **22. TAX COMPLIANCE PIN**

22.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

22.2. Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

## **23. UNSATISFACTORY PERFORMANCE**

23.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The Departmental official shall warn the Service Provider in writing that action shall be taken in accordance with the contract conditions unless the Service Provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Service Provider does not perform satisfactorily despite the warning, the official shall:
  - (a) Take action in terms of its delegated powers; and
  - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the Service Provider, reference shall be made to the contract number/item number/s and an explanation of the complaint.

## **24. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

24.1. The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period.

24.2. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

## **25. VALUE ADDED TAX (VAT)**

25.1. Bid prices must be inclusive of 15% VAT.

25.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

25.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

**PART D**  
**BID DISQUALIFYING FACTORS**

**1. All bids received shall be evaluated on the following phases of evaluation:**

- a) Stage one : Administrative Compliance
- b) Stage two : Functionality Criteria
- c) Stage three : Presentation

**2. Compulsory administrative compliance:**

- a) Bids must meet the Special Terms and Conditions in all aspects as stipulated document.
- b) Annexure A (Bidder's experience) must be completed and signed by the bidder.
- c) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d) Use of correction fluid is prohibited.
- e) Any alterations must be initialled.
- f) Under no circumstances may bid forms be retyped
- g) Central Suppliers Database registration number.

**3. Compulsory Documents, must be submitted with a bid:**

- a) An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11. (The date of the resolution must correspond on the Resolution letter and on the Authority to sign the bid (Section I)).
- b) An original or certified copy of a valid BBBEE certificate or valid sworn affidavit (to verify ownership for specific goals).
- c) Documental proof that the bidder is registered with the Association of South African Travel Agents (ASATA)
- d) Documental proof that the bidder is accredited Travel Agent by International Air Transport Association (IATA)
- e) ISO (27001) from an information security perspective
- f) ISO (9001) from a quality control perspective

**4. Functionality Evaluation Criteria**

- a) The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the evaluation criteria below. All service providers who score less than minimum functionality score of 80 points will not be considered into the next stage.
- b) The evaluation criteria are as in Table 1 below:

TABLE 1

| NO | EVALUATION MATRIX | DESCRIPTION  | POINTS | MEANS OF VERIFICATION  |
|----|-------------------|--|--------|--|
| 1. | Experience        | <p>The bidder's proven experience in facilitating traveling and accommodation arrangements with a minimum of 5 year registered with ASATA and IATA.</p> <p><b>In order to score 5 points per booking, the travel agent must have booked as follows :</b></p> <p>Domestic – (Minimum of 30 per pax)<br/>Each confirmed domestic trip equals 5points, provided that a combination of reservation letter and proof of payment is submitted</p> <p>Maximum = 20 points</p> <p>International –<br/>(One pax or more per trip )</p> <p>Each confirmed domestic trip equals 5points, provided that a combination of reservation letter and proof of payment is submitted</p> <p>Maximum = 20 points</p> | 40     | <p>a. Confirmation / Reservation letter &amp;<br/>b. Proof of payment</p> <p>For each booking made, experience must all appear on <b>Annexure A.</b></p> <p>The reference must include the Individual / Organisational name, Contactable references and contact numbers, and value of the contract.</p> <p><b>(NB: To obtain the maximum of 5 points per booking, the bidder should submit the combination of the above documents a &amp; b)</b></p> |
| 2. | Resources         | <p><b>Financial Capacity</b></p> <ul style="list-style-type: none"> <li>Evidence of credit facility of a minimum of <b>R10 Million</b> or more to prove financial capacity and show that the business is creditworthy and can pay its creditors.</li> <li>Proof of Financial capacity with registered Financial Institution of at least <b>R10 Million</b> or more.</li> <li>Own financial capacity, i.e., Bank statement with a favorable minimum of <b>R 10 million</b> or more</li> </ul>   | 40     | <p>Registered Financial Institution<br/>Or<br/>Evidence of access to any legal funding instrument</p>  |

|   |          |  |            |   |
|---|----------|--|------------|---|
| 3.  | Locality | <b>Proof of Physical address</b> <ul style="list-style-type: none"> <li>Office of Bidder outside borders of KZN = <b>05 pts</b></li> <li>Office of Bidder within borders of KZN = <b>20 pts</b></li> </ul> | <b>20</b>  | Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address |
| <b>* NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 20 points in Experience and Maximum points on Financial capacity, the bidder will be disqualified</b> |          | <b>TOTAL</b>   | <b>100</b> |   |
|   |          | <b>Minimum Points</b>  | <b>80</b>  |   |

**NB. The Department reserves the right to verify all information submitted.**

**Non-compliance with the above shall result in elimination from further evaluation.**

**Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.**

**Original certification should not be older than six (6) months.**

## 26. PRESENTATION AND SITE VISITS

The presentation criterion that was utilized to test the capability of service providers was set as follows:

| Sub-Criteria     | Description  | Weightings       |
|------------------|--|------------------|
| System Interface | <ul style="list-style-type: none"><li>Interface with other online system in relation to travel bookings<br/><br/><b>Poor = 1-2 points</b><br/><br/><b>Good = 3- 4 points</b><br/><br/><b>Very Good = 5 points</b></li><li>Operation system workflow (<i>From the initiation of the booking up to a voucher has been generated</i>)<br/><br/><b>Poor = 1-9 points</b><br/><br/><b>Good = 10-15</b><br/><br/><b>Very Good = Greater than 15 to 20 points</b></li></ul> | <b>25 points</b> |

|                         |   |                  |
|-------------------------|---|------------------|
| <b>Client Interface</b> | <ul style="list-style-type: none"> <li>Travel Agency must detail the role of the Accounts Manager- please detail the role<br/><br/> <b>Poor = 1-2 points</b><br/><br/> <b>Good = 3- 4 points</b><br/><br/> <b>Very Good = 5 points</b> </li> <li>Travel Agency must describe how queries are handled and turnaround times.<br/><br/> <b>Poor = 1-2 points</b><br/><br/> <b>Good = 3- 4 points</b><br/><br/> <b>Very Good = 5 points</b> </li> <li>Travel Agency must provide examples of Escalation process on queries.</li> <li><b>Poor = 1-2 points</b><br/><br/> <b>Good = 3- 4 points</b><br/><br/> <b>Very Good = 5 points</b> </li> </ul> | <b>15 points</b> |
| <b>Reporting</b>        | <ul style="list-style-type: none"> <li>Reports - Types of reports and frequency will be provided to the DARD by the Travel Agency such as Expenditure Reports, Travelling Reports etc.</li> </ul>   | <b>10 Points</b> |
| <b>Total</b>            |   | <b>50</b>        |

Bidders who fail to score maximum points of 50 will be disqualified.



**27. SITE VISIT** (*To an awarded service provider prior to signing of **SLA***)

| Sub-Criteria | Description   |
|--------------|---|
| Site visit   | <ul style="list-style-type: none"><li>• Availability of a Call Centre / Area of operation</li><li>• Human Resource</li><li>• Observation on how business is conducted e.g., Responsiveness</li></ul> <p><b>NB: Site Visits outside KwaZulu Natal, travelling costs etc. will be for the Service Provider's account, not more than four (04) officials</b></p> |
|              |   |

**KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**ANNEXURE A**

**Previous/Current Travel Experience** *(Documents and/or an extended list may be attached for further details)*

|                    | Client Name | Nature of Inputs Supplied | Contract Value | Period of Contract | Contact (Work / Cell Number) |
|--------------------|-------------|---------------------------|----------------|--------------------|------------------------------|
| 1.                 |             |                           |                |                    |                              |
| 2.                 |             |                           |                |                    |                              |
| 3.                 |             |                           |                |                    |                              |
| 4.                 |             |                           |                |                    |                              |
| 5.                 |             |                           |                |                    |                              |
| 6.                 |             |                           |                |                    |                              |
| 7.                 |             |                           |                |                    |                              |
| 8.                 |             |                           |                |                    |                              |
| 9.                 |             |                           |                |                    |                              |
| 10.                |             |                           |                |                    |                              |
| <b>TOTAL VALUE</b> |             |                           |                |                    |                              |

|                             |       |
|-----------------------------|-------|
| Signed on behalf of bidder: | Date: |
|-----------------------------|-------|