



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 03/2022/23**
Enquiries : Mr K Mokoro; Mr Seema; Mr T Motloung; Mr S Molekoa
Telephone : 012 351 0915/012 351 0000/ 012 301 8640/ 362
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 02/2022/23**
2. **REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS**
3. Required at the Department of international Relations and Cooperation (OR Tambo Building)
4. **Closing date: 12 September 2022; 11 O'clock am**
5. **A non-compulsory virtual briefing session will be held on 30 August 2022 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1 (Year 1, Year 2, Year 3) SBD4, SBD6.1 and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of **the above** conditions will result in **your bid being disqualified.**

Yours faithfully

CHIEF DIRECTOR

DATE: *23/08/2022*

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tša Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiso nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkings en Samewerking

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation



**REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT COMPANIES TO
PROVIDE TRAVEL MANAGEMENT SERVICES AS AND WHEN NEEDED FOR
THE PERIOD OF 36 MONTHS**

DIRCO: 03-2022/23

Date Issued: 23 August 2022

Non-Compulsory briefing session: 30 August 2022 at 10:00am

Closing date and time: 12 September 2022 at 11:00am

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

OR TAMBO BUILDING

460 SOUTPANSBERG ROAD

RIETONDALE

PRETORIA

0001

1. INTRODUCTION

The Department of International Relations and Cooperation (DIRCO) is the key component of the government as it conducts and co-ordinates South Africa's international relations and promotes its foreign policy objectives. At the same time, it monitors international developments and advise government on foreign policy and related domestic matters.

2. PURPOSE OF THIS TERMS OF REFERENCE (TOR)

The purpose of this Terms of Reference (TOR) is to invite bids from service providers for the provision of travel management services as and when needed to the *Department of International Relations and Cooperation*.

These Travel Management services entail the following.

- Air travel
- Accommodation
- Vehicle hire
- Hiring of meeting venues and related services

This document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the *Department of International Relations and Cooperation* for the provision of travel management services to the *Department of International Relations and Cooperation*.

3. BACKGROUND

The section, supply chain management/travel office has a mandate to coordinate arrangements in respect of its officials and/or approved non-DIRCO officials in the interest of the Department and excludes travel arrangements in DIRCO missions abroad. The travel and accommodation arrangements will only be for persons travelling for official purposes and with prior approval obtained from the relevant authorities.

- 3.1 In cases of group bookings, the DIRCO reserves the right to exercise its own travel option and arrangements, taking into consideration any existing contract[s] with suppliers of services like charter flights or road transport. The travel management service provider is also expected to negotiate government discounts in terms of group bookings.

The most cost effective and practical means of transport and accommodation facilities are to be used at all times. The Travel management service provider must clearly demonstrate a reduction in costs by utilising discounted rates and other available incentives optimally.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

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

4.2. Procurement Legislation

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

4.3. Technical Legislation and/or Standards

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

5. BRIEFING SESSION

A non-compulsory briefing and clarification session on the 30 August 2022 at 10:00 to clarify to bidder(s) the scope and extent of work to be executed. Bidders can join a non-compulsory virtual briefing session using the link provided where the tender is advertised. **However, it is highly recommended that bidders attend the briefing session.**

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	23 August 2022
Non-Compulsory briefing and clarification session	30 August 2022 at 10:00am
Bid closing date	12 September 2022 at 11:00am
Notice to bidder(s)	The Department of International Relations and Cooperation will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the Department of International Relations and Cooperation's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Department of International Relations and Cooperation to take any action, or create any right in any way for any bidder to

demand that any action be taken on the date established. The bidder accepts that, if the Department of International Relations and Cooperation extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to Ms M Maphuruma, Mr R Motloungr and Mr S Molekoa, maphurumam@dirco.gov.za, motloungr@dirco.gov.za, molekoas@dirco.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated office of the Department of International Relations and Cooperation may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for the Department of International Relations and Cooperation in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and the Department of International Relations and Cooperation must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, the Department of International Relations and Cooperation makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department of International Relations and Cooperation, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department of International Relations and Cooperation (other than minor clerical matters), the Bidder(s) must promptly notify the Department of International Relations And Cooperation in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department of International Relations And Cooperation an opportunity to consider what corrective action is necessary (if any).

- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department of International Relations and Cooperation will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

- 10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established

during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of International Relations and Cooperation may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

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

12. SUBMISSION OF PROPOSALS

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

12.2. Bidder(s) are required to submit two separate envelopes as follows:

First envelope: Technical Proposal

Second envelope: Financial Proposal –SBD 3.1.1, SBD 3.1.2, SBD 3.1.3, SBD 3.1.4

12.3. The bidder(s) are required to submit their bonded proposals in a sealed envelope with details of the specific tender (DIRCO:02-2022/23) on the outside of the envelope. One (1) original, One (1) hard copy.

12.4. Bidder(s) are requested to initial each page of the tender document on the bottom right hand corner

13. SITE INSPECTION

The Department of International Relations and Cooperation reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty six) months with an option to renew in the Department of International Relations and Cooperation's sole discretion for an additional 24 (twenty four) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

15. SCOPE OF WORK FOR TRAVEL MANAGEMENT SERVICES

The Supply Chain Management office of the Department of International Relations and Cooperation "**Travel Office**" is responsible for Air travel, Accommodation and Ground transport for DIRCO's head office and a travel agency will therefore be appointed to assist with these booking in the most cost effective manner as possible.

The Department of International Relations and Cooperation currently uses two travel agents to manage the travel requisition and travel expense processes within the travel management lifecycle, currently they are operating off-site. The travel requisition process is currently a manual process. The travel requisition is manually captured on forms that go through a manual authorisation procedure and are then forwarded to the travel co-ordinator. The Department of International Relations and Cooperation travel co-ordinator captures the requisition and issues a manual order/ unique reference number which goes through to the travel management company for travel booking. Department of International Relations and Cooperation's primary objective in issuing this Terms of Reference (TOR) is to enter into agreement with a successful bidder(s) who will achieve the following:

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

15.1. Travel Volumes

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

The current Department of International Relations and Cooperation total volumes per annum includes air travel, accommodation, vehicle hire and hiring of meeting venues. The table below details the number of transactions for the FY 2019/2020 as follows:

Service Category	Estimated Number of Transactions per annum
Air travel - Domestic	1214
Air Travel - International	2796
Accommodation	1266
Vehicle Hire	234
Shuttle Service – Domestic	
• Chauffeur drive	400
• Self-drive	900
Coaches/bus bookings	4
Parking	30
Coaches/bus bookings	0
Train - Regional & International	0
Hiring of meeting venues and related services	
Inclusive: (Conference venue, support facilities; ICT equipment, Catering)	19
After Hours	721

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

15.2. Service Requirements

15.2.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of Department of International Relations and Cooperation, locally and internationally this will include employees and contractors, consultants and clients where the agreement is that Department of International Relations and Cooperation is responsible for the arrangement and cost of travel.

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.2.6.
- c. Familiarisation with current Department of International Relations and Cooperation travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between the Department of International Relations and Cooperation and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current Department of International Relations and Cooperation Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for Department of International Relations and Cooperation to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

15.2.2. Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via the agreed communication medium.

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

- b. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advice the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- j. Advise the Traveller of all visa and inoculation requirements well in advance.
- k. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- l. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- m. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- o. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by the Department of International Relations and Cooperation are **non-**

commissionable, where commissions are earned for the Department of International Relations and Cooperation bookings all these commissions should be returned to Department of International Relations and Cooperation on a quarterly basis.

- p. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Department of International Relations and Cooperation.
- q. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of International Relations and Cooperation's instructions

15.2.3. Air Travel

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

15.2.4. Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of International Relations and Cooperation's travel policy.
- d. The Department of International Relations and Cooperation travellers may only stay at accommodation establishments with which the Department of International Relations and Cooperation has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or the Department of International Relations and Cooperation.
- e. Accommodation vouchers must be issued to all the Department of International Relations and Cooperation travellers for accommodation bookings and must be invoiced to the Department of International Relations and Cooperation as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

15.2.5. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the Department of International Relations and Cooperation Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the Department of International Relations and Cooperation Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the Department of International Relations and Cooperation and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

15.2.6 After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. 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.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

15.3. Communication

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

15.4. Financial Management

- 15.4.1. The TMC must implement the rates negotiated by the Department of International Relations and Cooperation with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 15.4.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the Department of International Relations and Cooperation for payment within the agreed time period.
- 15.4.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.

- 15.4.4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the Department of International Relations and Cooperation for the services rendered.
- 15.4.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 15.4.6. Consolidate Travel Supplier bill-back invoices.
- 15.4.7. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 15.4.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Department of International Relations and Cooperation's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 15.4.9. Ensure Travel Supplier accounts are settled timeously.
- 15.5. Technology, Management Information and Reporting**
- 15.5.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.5.2. The implementation of an Online Booking Tool to facilitate all bookings should be considered to optimise the services and related fees.
- 15.5.3. All management information and data input must be accurate.
- 15.5.4. The TMC will be required to provide the Department of International Relations and Cooperation with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- 15.5.5. Reports must be accurate and be provided as per Department of International Relations and Cooperation's specific requirements at the

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

15.5.6. Department of International Relations and Cooperation may request the TMC to provide additional management reports.

15.5.7. Reports must be available in an electronic format for example Microsoft Excel.

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

i. Travel

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

ii. Finance

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

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

15.6. Account Management

15.6.1. An Account Management structure should be put in place to respond to the needs and requirements of DIRCO and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

15.6.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of International Relations and Cooperation's account.

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

15.6.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

15.6.5. Ensure that the Department of International Relations and Cooperation's Travel Policy is enforced.

15.6.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

15.6.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

15.6.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

15.7. Value Added Services

The TMC must provide the following value added services:

15.7.1. Destination information for regional and international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;

- iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates
- 15.7.2. Electronic voucher retrieval via web and smart phones;
- 15.7.3. SMS notifications for travel confirmations;
- 15.7.4. Travel audits;
- 15.7.5. Global Travel Risk Management;
- 15.7.6. VIP services for Executives that include, but is not limited to check-in support.
- 15.8. Cost Management**
- 15.8.1. The National Treasury cost containment initiative and the Department of International Relations and Cooperation's Travel Policy is establishing a basis for a cost savings culture.
- 15.8.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 15.8.3. The TMC plays a vital role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 15.8.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Department of International Relations and Cooperation's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.
- 15.9. Quarterly and Annual Travel Reviews**

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

15.9.1. Quarterly reviews are required to be presented by the Travel Management Company on all Department of International Relations and Cooperation travel activity in the previous three-month period. These reviews are comprehensive and presented to Department of International Relations and Cooperation's Procurement and Finance teams as part of the performance management reviews based on the service levels.

15.9.2. Annual Reviews are also required to be presented to Department of International Relations and Cooperation's Senior Executives.

15.9.3. These Travel Reviews will include without limitation the following information

- i. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence)
- ii. Expenditure report
- iii. After hour report
- iv. Exception report

15.10. Office Management

15.10.1. The TMC to ensure high quality service to be delivered at all times to the Department of International Relations and Cooperation's travellers. The TMC is required to provide Department of International Relations and Cooperation with highly skilled and qualified human resources of the following roles but not limited to:

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

15.11. Onsite- Facilities

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

15.11.1. Currently Department of International Relations and Cooperation is using an off-site TMC. If it is agreed between the parties that the TMC will be on-site, Department of International Relations and Cooperation will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

- i. Office Space
- ii. Office Furniture
- iii. Telephones
- iv. Photocopier
- v. Shelving
- vi. Safe
- vii. Tea/Coffee making facilities
- viii. IT infrastructure (cabling, trunking and cabinet) for TMC to connect to and carry those costs
- ix. Direct line (can be used for fax machine)
- x. Bathroom and kitchen facilities
- xi. Etc.

15 EVALUATION METHODOLOGY

Department of International Relations and Cooperation has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Responsive Criteria (phase 1)	Technical Evaluation Criteria (phase 2)	Price and B-BBEE Evaluation (phase 3)
Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria will proceed to phase 2.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to phase 3 (Price and BEE). Phase 2 consists of part one (Desktop Technical Evaluation) and part two (Presentation and On-site Reference Checks).	Bidder(s) will be evaluated out of 100 points and phase 3 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

15.2 Phase 1: Responsive Criteria

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

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders. In case of Joint Venture arrangement, all parties must
SBD 3.1.1 (Pricing Schedule)	YES	Complete and sign the supplied pro forma document
SBD 3.1.2 Year Two (Pricing Schedule)	YES	Complete and sign the supplied pro forma document
SBD 3.1.3 Year Three (Pricing Schedule)	YES	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	YES	In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders. In case of Joint Venture arrangement, all parties must also submit all the mandatory documents
Preference Point Claim Form – SBD 6.1	NO	Completed and signed SBD 6.1 B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

		<ul style="list-style-type: none"> • A duly completed and signed Preference Point Claim Form: SBD 6.1; and • B-BBEE Certificate or a sworn affidavit <p>Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting the BBEE points</p>
Registration on Central Supplier Database (CSD)	YES	<p>Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration.</p>
IATA Licence / Certificate	YES	<p>Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.</p>

Phase 2: Technical Evaluation Criteria = 100 points

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

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

All service providers who scored less than 60% on Part 1 of the functionality will not be considered for a site inspection (Part 2).

Functionality	Maximum Points Achievable	Minimum Threshold
---------------	---------------------------	-------------------

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

Desktop Technical Evaluation	50	60%
Presentation and On-site Reference Checks	50	60%
OVERALL COMBINED POINTS	100	

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

- i. Desktop Technical Evaluation – Bidders will be evaluated out of 50 points
- ii. Site inspection and system demonstration – Bidders will be evaluated out of 50 points
- iii. All service providers who scored less than 60% on Desktop Technical evaluation and 60% on-site inspection will not be considered for Price and BBEEE

#	TECHNICAL EVALUATION CRITERION	WEIGHT
DESKTOP EVALUATION		50
1	GENERAL	
1.1	<p>Provide the testimonial letters from a contactable existing/recent client (within past 3 years) which are of a similar size to DIRCO whom we may contact for testimonials.</p> <p>The letter must include the following to be deemed valid.</p> <ul style="list-style-type: none"> • company name • A brief description of the services that you provided and the level of satisfaction. • contact name • address • Contact number • duration of contract 	15

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

#	TECHNICAL EVALUATION CRITERION	WEIGHT
	<p>Matrix: No testimonial = 0 points 1 testimonial = 1 point 2 testimonials = 2 points 3 testimonials = 3 points 4 testimonials = 4 points 5 or more testimonials = 5 points</p>	
1.2	<p>ASATA (Association of South African Travel Agents) Membership. Provide proof of such membership.</p> <p>Matrix: not attached = 0 points attached = 5 points</p>	15
1.3	<p>The bidder(s) are requested to provide CV's of project team (CV of Key account manager and travel coordinator) detailing relevant experience.</p> <p>Matrix: No information provided= 0 points Both CV attached with relevant experience of 3 years= 1 point Both CV attached with relevant experience of 4 years = 2 points Both CV attached with relevant experience of 6 years = 3 points Both CV attached with relevant experience of 7 years = 4 points Both CV attached with relevant experience of 7+ years = 5 points</p>	10
1.4	<p>After-hours and emergency services</p> <p>Give detailed after hour procedure, the following factors must be covered:</p> <p>No after hours support and emergency services available= 0 points Trained staff on call 24/7/365(Written confirmation must be submitted) =5 points</p>	10

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

PART 2		50
2	PRESENTATION/SITE VISIT	
2.1	<p>Presentation must not exceed 60 minutes</p> <p>The presentation must cover the following</p> <p>Overview of</p> <ul style="list-style-type: none"> - Demonstrate how all travel reservations/ bookings are handled. hotel (accommodation); car rental; flights and venue hire services. - Value added Services - Provide information on any value-added services that can be offered to DIRCO. - Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results - How the TMC will assist with improving traveller experience. - After hour services <p>Matrix:</p> <p>None of the factors covered = 0 points</p> <p>1 factor covered = 1 point</p> <p>2 factors covered = 2 points</p> <p>3 factors covered = 3 points</p> <p>4 factors covered = 4 points</p> <p>5 factors covered = 5 points</p>	20

2.2	<p>Office set-up and demonstration of booking process</p> <ul style="list-style-type: none"> • Premises where the bidder operates 	15
-----	---	----

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

	<ul style="list-style-type: none"> • Offices facilities (Fax, email and contact phones) • Demonstration of Booking tool • Demonstration of booking process • Security measures to demonstrate safeguarding of clients' confidentiality. <p>Matrix: None of the factors covered = 0 points 1 factor covered = 1 point 2 factors covered = 2 points 3 factors covered = 3 points 4 factors covered = 4 points 5 factors covered = 5 points</p>		
2.3	<p>Staff Complement</p> <ul style="list-style-type: none"> • Key Account Manager • Financial Manager • Team Leader • Account Consultants • Minimum of 3 dedicated consultants for VIP <p>Matrix: None of the factors covered = 0 points 1 factor covered = 1 point 2 factors covered = 2 points 3 factors covered = 3 points 4 factors covered = 4 points 5 factors covered = 5 points</p>		15
	Total		50

Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent

The following formula will be utilised to convert functionality score

$Ps = SO/MP * 100$

M.S.B.

REQUEST FOR PROPOSAL NO. _____
 Appointment of Travel Management Companies
 to provide Travel Management Services(TMS) as and when needed to the Department of
 International Relations and Cooperation

Ps=Percentage scored for functionality

SO=Total score for bid under consideration

Ms=Maximum possible

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

The Bidder's information will be scored according to the following points system:

Phase 3: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 60-points threshold in Phase 2 will be evaluated in Phase 3 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

15.2.6.1 Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$	80

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

15.2.6.2 Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed and signed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of International Relations and Cooperation**

M.S.B.

will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

c. Sub-contracting

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

The following is an extract from the PPPFA Act:

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

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

15.2.6.3 Stage 3 (80 + 20 = 100 points)

The Price and BBEE points will be consolidated.

16 GENERAL CONDITIONS OF CONTRACT

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

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

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

17 CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
-------------------------------	---------------------

18 SERVICE LEVEL AGREEMENT

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

such amendments or additions are unacceptable to Department of International Relations and Cooperation or pose a risk to the organisation.

19 SPECIAL CONDITIONS OF THIS BID

Department of International Relations and Cooperation reserves the right:

- 19.2 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 19.3 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 19.4 To accept part of a tender rather than the whole tender.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 Award to multiple bidders based either on size or geographic considerations.

20 DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION REQUIRES BIDDER(S) TO DECLARE

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

- 20.2 Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of International Relations and Cooperation
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

REQUEST FOR PROPOSAL NO. _____
Appointment of Travel Management Companies
to provide Travel Management Services(TMS) as and when needed to the Department of
International Relations and Cooperation

- c. Act with circumspection and treat the Department of International Relations and Cooperation fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of International Relations and Cooperation;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of International Relations and Cooperation as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Department of International Relations and Cooperation will not be used or disclosed unless the written consent of the client has been obtained to do so.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative

- of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of International Relations and Cooperation's officers, directors, employees, advisors or other representatives;
 - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - g. has in the past engaged in any matter referred to above; or
 - h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 22.2 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of International Relations and Cooperation relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.3 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of International Relations and Cooperation against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of International Relations and Cooperation and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23 PREPARATION COSTS

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

24 INDEMNITY

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

25 PRECEDENCE

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

26 LIMITATION OF LIABILITY

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

27 TAX COMPLIANCE

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

28 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

29 GOVERNING LAW

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

30 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

31 CONFIDENTIALITY

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

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

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

32 Department of International Relations and Cooperation PROPRIETARY INFORMATION

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

33 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid DIRCO 03/2022/23, the Department of International Relations and Cooperation may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DIRCO 03/2022/23	CLOSING DATE:	12 September 2022	CLOSING TIME:	11:00am
DESCRIPTION	REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES AS AND WHEN NEEDED FOR THE PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR Tambo Building 460 Soutpansberg Street Rietondale Pretoria 0084					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

**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: DIRCO 03-2022/23
Closing date 12/09/2022 Time 11h00

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	---

- Required by: The Department of International Relations and Cooperation (DIRCO)

1. MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS

YEAR 3

		TEMPLATE 1: TRANSACTION FEE MODEL		
		OFF-SITE SERVICES		
RFP NO:		DIRCO 03-2022/23		
RFP NAME:		THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS		
BIDDER NAME				
1.1 TRANSACTION FEES(A)				
		TRADITIONAL BOOKINGS		
		A	B	C
ITEM	Transaction Type	Estimated Volume	Unit Price (incl VAT)	TOTAL Price (incl VAT) (A x B = C)
1	Air Travel – International	2796	R	R
2	Air Travel – Domestic	1214	R	R
3	Air Travel – International (Re-issue)	979	R	R

4	Air Travel – Domestic (Re-issue)	425	R	R
5	Refunds – Air Domestic	243	R	R
6	Refunds – Air International	559	R	R
7	Shuttle Service - Domestic			
7.1	Chauffer drive	400	R	R
7.2	Self-drive	900	R	R
7.3	Bus/Coach Bookings	10	R	R
8	Accommodation – Domestic	1266	R	R
9	Parking bookings	200	R	R
10	Cancellations	518	R	R
11	Changes to bookings	109	R	R
12	After Hours Services	721	R	R
13	Additional Ad-hoc Reports (per report)	4	R	R
14	Customised Reports (per report)	4	R	R
15	Travel Lodge card Reconciliation	12	R	R
16	Debtors Account Reconciliation	12	R	R
17	Other (Specify)		R	R
18	Other (Specify)		R	R
19	Other (Specify)		R	R
20	Other (Specify)		R	R
21	Other (Specify)		R	R
22	Other (Specify)		R	R
	A:SubTotal			R
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	100%
1.2 CONFERENCE TRANSACTION FEE(B)				
Item	Description	Percentage Fee	R	
1	Conference Transaction Fee (as a % of the Total turnover of the event) inclusive: Conference venue, support facilities; ICT equipment, catering, laundry, parking			

	Estimated figure: R 5 million		
	B: Sub Total		R
1.3	C: Grand total(A&B)		R

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by DIRCO

We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

The prices will be used as indicative prices for purposes of comparison, the final award price will be based on the usage of the contract.

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

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

Email:.....

**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: DIRCO 03-2022/23
Closing date 12/09/2022 Time 11h00	

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	---

- Required by: The Department of International Relations and Cooperation (DIRCO)

1. MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS

YEAR 2

		TEMPLATE 1: TRANSACTION FEE MODEL		
		OFF-SITE SERVICES		
RFP NO:		DIRCO 03-2022/23		
RFP NAME:		THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS		
BIDDER NAME				
1.1 TRANSACTION FEES(A)				
			TRADITIONAL BOOKINGS	
ITEM	Transaction Type	Estimated Volume	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	2796	R	R
2	Air Travel – Domestic	1214	R	R
3	Air Travel – International (Re-issue)	979	R	R

4	Air Travel – Domestic (Re-issue)	425	R	R
5	Refunds – Air Domestic	243	R	R
6	Refunds – Air International	559	R	R
7	Shuttle Service - Domestic			
7.1	Chauffer drive	400	R	R
7.2	Self-drive	900	R	R
7.3	Bus/Coach Bookings	10	R	R
8	Accommodation – Domestic	1266	R	R
9	Parking bookings	200	R	R
10	Cancellations	518	R	R
11	Changes to bookings	109	R	R
12	After Hours Services	721	R	R
13	Additional Ad-hoc Reports (per report)	4	R	R
14	Customised Reports (per report)	4	R	R
15	Travel Lodge card Reconciliation	12	R	R
16	Debtors Account Reconciliation	12	R	R
17	Other (Specify)		R	R
18	Other (Specify)		R	R
19	Other (Specify)		R	R
20	Other (Specify)		R	R
21	Other (Specify)		R	R
22	Other (Specify)		R	R
	A:SubTotal			R
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	100%
1.2 CONFERENCE TRANSACTION FEE(B)				
Item	Description	Percentage Fee	R	
1	Conference Transaction Fee (as a % of the Total turnover of the event) inclusive: Conference venue, support facilities; ICT equipment, catering, laundry, parking			

	Estimated figure: R 5 million		
	B: Sub Total		R
1.3	C: Grand total(A&B)		R

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by DIRCO

We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

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

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

Email:.....

**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: DIRCO 03-2022/23
Closing date 12/09/2022 Time 11h00

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	---

- Required by: The Department of International Relations and Cooperation (DIRCO)

1. MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS

YEAR 3

		TEMPLATE 1: TRANSACTION FEE MODEL		
		OFF-SITE SERVICES		
RFP NO:		DIRCO 03-2022/23		
RFP NAME:		THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS		
BIDDER NAME				
1.1 TRANSACTION FEES(A)				
		TRADITIONAL BOOKINGS		
ITEM	Transaction Type	Estimated Volume	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	2796	R	R
2	Air Travel – Domestic	1214	R	R
3	Air Travel – International (Re-issue)	979	R	R

4	Air Travel – Domestic (Re-issue)	425	R	R
5	Refunds – Air Domestic	243	R	R
6	Refunds – Air International	559	R	R
7	Shuttle Service - Domestic			
7.1	Chauffer drive	400	R	R
7.2	Self-drive	900	R	R
7.3	Bus/Coach Bookings	10	R	R
8	Accommodation – Domestic	1266	R	R
9	Parking bookings	200	R	R
10	Cancellations	518	R	R
11	Changes to bookings	109	R	R
12	After Hours Services	721	R	R
13	Additional Ad-hoc Reports (per report)	4	R	R
14	Customised Reports (per report)	4	R	R
15	Travel Lodge card Reconciliation	12	R	R
16	Debtors Account Reconciliation	12	R	R
17	Other (Specify)		R	R
18	Other (Specify)		R	R
19	Other (Specify)		R	R
20	Other (Specify)		R	R
21	Other (Specify)		R	R
22	Other (Specify)		R	R
	A:SubTotal			R
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	100%
1.2 CONFERENCE TRANSACTION FEE(B)				
Item	Description	Percentage Fee	R	
1	Conference Transaction Fec (as a % of the Total turnover of the event) inclusive: Conference venue, support facilities; ICT equipment, catering, laundry, parking			

	Estimated figure: R 5 million		
	B: Sub Total		R
1.3	C: Grand total(A&B)		R

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by DIRCO

We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

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

Signature		Date
------------------	--	-------------

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

Email:.....

**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: DIRCO 03-2022/23

Closing date 12/09/2022 Time 11h00

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	---

- Required by: The Department of International Relations and Cooperation (DIRCO)

1. MANAGEMENT COMPANIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS

RFP NO:	DIRCO 03-2022-23	
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS	
BIDDER NAME		
Price Declaration		
Dear Sir/Madam,		
Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide OFF-SITE travel management service to the DIRCO at the following total amounts (including VAT)		
Template 2: Transaction Fee (Off-Site)		
Period (Years)	Grand Total (incl. VAT)	
Year 1	C: SBD 3.1.1	R
Year 2	C: SBD 3.1.2	R

Year 3	C: SBD 3.1.3	R
Total Bid price (all inclusive)	(incl. VAT)	R
In words:		
<p>In case the Department decide to extend the contract for a period of up to one (1) year. The service provider must indicate the percentage adjustment for year 4</p> <p>Percentage:</p>		
<p>We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the DIRCO</p>		
<p>We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.</p>		
<p>We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.</p> <p>Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the Bidder(s) to prepare their proposal.</p> <p>The prices will be used as indicative prices for purposes of comparison, the final award price will be based on the usage of the contract.</p>		
Signature		Date
Print Name:		
Designation:.....		
FOR AND ON BEHALF OF: COMPANY NAME		
Tel No:		
Fax No:		
Cell No:		
Email:.....		

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 interest¹ 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

¹ 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.