LA 1.2

#### 5/2/2/1- DALRRD 0031 (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD): REGIONS 1 & 5.

CLOSING DATE: 10 APRIL 2024 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION.

DATE: 20 MARCH 2024

VENUE: AG-19 AUDITORIUM, 600 LILLIAN NGOYI STREET, BEREA PARK

PRETORIA 0001

TIME: 11:00

#### SERVICE PROVIDERS ARE REQUIRED TO BRING THEIR IDENTITY DOCUMENTS FOR SCREENING AND REGISTRATION ON THE BRIEFING SESSION DAY.

NB: PARKING WILL BE PROVIDED ON FIRST COME, FIRST SERVED BASIS. DUE TO LIMITED PARKING, ONLY ONE CAR PER BIDDER WILL BE ALLOWED.

TECHNICAL ENQUIRIES	: Mr Ernest Khutswane
TEL	: (012) 312 8185 / 8465
EMAIL	: <u>Ernest.Khutswane@dalrrd.gov.za</u>

BID RELATED ENQUIRIES TEL EMAIL

: Mr Ben Coetzer / Ms Nokuthula Zwane : (012) 312 8375 / 8387 : <u>BenC@Dalrrd.gov.za</u> ; <u>Nokuthulazw@Dalrrd.gov.za</u>

NB: BID CLOSING ADDRESS: <u>DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</u> <u>600 LILLIAN NGOYI STREET, PRETORIA, 0001</u>

**TECHNICAL PROPOSAL PART 1 OF 2** 

#### LA 1.1



Chief Directorate: Supply Chain and Facilities Management Services: Sub-Directorate: Demand and Acquisition Management Services: Enquiries: Mr Abie Olyn: Tel: (012) 312 8383

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

 BID NUMBER:
 5/2/2/1- DALRRD 0031(2023/2024)

 CLOSING TIME:
 11H00
 CLOSING DATE:
 10 APRIL 2024

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

- 1. Kindly furnish us with a bid for services shown on the attached forms.
- 2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, Credit Instruction forms, terms of reference.
- Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
- 4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
- The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. <u>(failure to comply</u> <u>will disgualify your proposal)</u>

Yours faithfully

SIGNED BIDS MANAGEMENT DATE: 15 MARCH 2024

SBD1

#### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
	I- DALRRD 0031(2023/2024)			10 APRIL 2024	CLOSING TIME:	11:00	
APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD           OF 36 MONTHS AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT           DESCRIPTION         (DALRRD): REGIONS 1 & 5.							
	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
DEPARTMENT OF AGRIC	ULTURE, LAND REFORM AN	D RURAL DEVI	ELOPME	NT			
600 LILLIAN NGOYI STRE	ET,						
PRETORIA							
BIDDING PROCEDURE	ENQUIRIES MAY BE DIRE	CTED TO	TECH	NICAL ENQUIRIES M	AY BE DIRECTED TO:		
CONTACT PERSON	Mr. Ben Coetzer / Ms Zwane	Nokuthula	CONT	ACT PERSON	Mr Ernest Khutswane	;	
TELEPHONE NUMBER	(012) 312 8375/8384		TELEP	HONE NUMBER	(012) 312 8185 / 8465		
FACSIMILE NUMBER			FACSI	MILE NUMBER			
E-MAIL ADDRESS	BenC@dalrrd.gov.za, NokuthulaZW@dalrrd.	.gov.za	E-MAII	ADDRESS	Ernest.Khutswane	@dalrrd.gov.za	
SUPPLIER INFORMAT							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS		r		Γ			
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER			
STATUS ARE YOU THE				DATABASE No:	MAAA		
ACCREDITED REPRESENTATIVE							
IN SOUTH AFRICA	□Yes □N	lo	BASED SUPPLIER FOR THE GOODS /SERVICES		Yes	No	
FOR THE GOODS /SERVICES	[IF YES ENCLOSE PROOF	-]	OFFEF	RED?	[IF YES, ANSWER T BELOW]	HE QUESTIONNAIRE	
OFFERED?							
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESI	DENT OF THE REPUBLIC C	F SOUTH AF	RICA (R	SA)?		YES NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				YES NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?							
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? VES VESSION OF TAXATION YES VESSION 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, 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."
	AILLIRE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICLILARS MAY RENDER THE BID INVALID

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:

.....

#### 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

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

SBD4

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

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

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 2022

#### **BID PROCESS (ABOVE R 50 MILLION)**

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

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

#### 1. **DEFINITIONS**

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
  - Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

#### 2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to invitations to tender:
  - the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included); and

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

#### 2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:
- 2.10.1 Historically Disadvantaged individuals (HDI):
  - Attach a copy of Identity Document (ID) and company registration document.
- 2.10.2 Who is female:

•

- Attach a copy of Identity Document (ID) and company registration document.
- 2.10.3 Who has a disability:
  - Attach a certified copy or original doctor's letter confirming the disability.
- 2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):
  - Attach a copy of Identity Document (ID) and company registration document.
- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.
- 2.12 Specific goals for the tender and points claimed are indicated per the table below.

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

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

	e specific goals allocated points terms of this tender	Number of points allocated (90/10 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
١.	HDI	4		
١١.	Who is female	2		
III.	Who has a disability	1		
IV.	Specific goal: Who is youth	1		
V.	Specific goal: Locality for the following: <b>Region 1</b> (Northern Cape, Free State and Western Cape) <b>Region 5</b> (Gauteng)	2		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 4 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity**  $x 4 \div 100 =$  number of points claimed.
- (II) A maximum of 2 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (III) A maximum of 1 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity**  $x 1 \div 100 =$  number of points claimed.
- (IV) A maximum of 1 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity** x 1 ÷ 100 = number of points claimed.
- (V) A maximum of 2 points may be allocated to tenderers for locality, on the following basis:
  - **Percentage ownership equity**  $x 2 \div 100 =$  number of points claimed.
- 2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

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

#### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI 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 the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

#### 5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)



- 5.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted: .....%
  - ii) The name of the sub-contractor: .....
  - iii) Points claimed for HDI by the sub-contractor: .....

#### 6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm: .....
- 6.2. Company registration number: .....
- 6.3. TYPE OF COMPANY/ FIRM
  - Partnership/Joint Venture / Consortium
  - □ One-person business/sole propriety
  - □ Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - □ Non-Profit Company
  - State Owned Company

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

#### Annexure A

### **GOVERNMENT PROCUREMENT**

### GENERAL CONDITIONS OF CONTRACT July 2010

#### NOTES

The purpose of this document is to:

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

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

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

#### 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)
- 34. Prohibition of restrictive practices

#### 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

documents

inspection.

information;

contract

and

- 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 rights6.1 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 7.1 Within thirty (30) days of receipt of the notification of contract award,

security		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:
		<ul> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul>
	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	8.1	All pre-bidding testing will be for the account of the bidder.
analyses	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<br/>and documents10.1Delivery of the goods shall be made by the supplier in accordance with<br/>the terms specified in the contract. The details of shipping and/or other<br/>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<br/>services13.1The supplier may be required to provide any or all of the following<br/>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. Prices17.1 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<br/>amendments18.1No variation in or modification of the terms of the contract shall be<br/>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**<br/>supplier's<br/>performance**21.1 Delivery of the goods and performance of services shall be made by**<br/>the supplier in accordance with the time schedule prescribed by the<br/>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

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 24.1 When, after the date of bid, provisional payments are required, or anticountervailing dumping or countervailing duties are imposed, or the amount of a duties and rights 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,
		<ul><li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li><li>(b) the purchaser shall pay the supplier any monies due the supplier.</li></ul>
28. Limitation of liability	28.1	<ul> <li>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</li> <li>(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</li> </ul>

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.	1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



## agriculture, land reform & rural development

Department: Agriculture, Land Reform and Rural Development **REPUBLIC OF SOUTH AFRICA** 

# Travel Management Services for the period of 36 months at the Department of Agriculture, Land Reform and Rural Development (DALRRD): Regions 1 & 5

TENDER BOX ADDRESS: NATIONAL OFFICE 600 LILLIAN NGOYI STREET PRETORIA 0001 NB: All the bid documents must be submitted to the above address on or before. 10 APRIL 2024 at 11:00

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#### 1. INTRODUCTION

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) is a National Government Department which has offices situated throughout the four provinces of the country (NC, FS, WC NATIONAL OFFICE INCLUDING DEEDS OFFICE). There are district offices situated in rural areas and other parts of the country subsequently necessitating continuous travelling under the auspices of the mandated core functions. Therefore, the department requires qualified Travel Agent who will manage all travel arrangements on its behalf.
- 1.2. Department currently have an estimation of 4500 officials in region 1 and5, additional NARYSEC students and other beneficiaries.

#### 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to Department of Agriculture, Land Reform and Rural Development.
- 2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Agriculture, Land Reform and Rural Development for the provision of travel management services to Department of Agriculture, Land Reform and Rural Development.
- 2.3. This RFP does not constitute an offer to do business with Department of Agriculture, Land Reform and Rural Development, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process for awarding.

#### 3. **DEFINITIONS**

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

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

Air travel means travel by airline on authorised official business.

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

Car Rental means the rental of a vehicle for official purposes.

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

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

**Emergency service** means the booking of travel when unforeseen circumstances necessitate a trip or a amendment/diversion from original planned trip.

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

**Lodge Card** is a credit card which is specifically designed purely for official travel expenditure. There is typically one credit card number which is "lodged" with the Travel Management Company.

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

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

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

**Regional travel** means travel across the border of South Africa to any African Countries.

**Service Level Agreement** (SLA) is a contract between the Travel Management Company (TMC) and the Department of Agriculture, Rural Development and Land Reform (DALRRD) that defines the level of service expected from the TMC.

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

**Traveller** refers to a Government official, consultant/contractor including beneficiaries and NARYSEC students travelling on official business on behalf of the department.

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**Travel Management Company/Travel Agent** refers to the Company contracted to provide travel management services.

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

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

VAT means Value Added Tax.

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

#### 4. LEGISLATIVE FRAMEWORK OF THE BID

#### 4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to Department of Agriculture, Land Reform and Rural Development 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 Department of Agriculture, Land Reform and Rural Development 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. In case of a Joint Venture an agreement must be submitted with the bid document. Page 6 of 37

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#### 4.2. Procurement Legislation

Department of Agriculture, Land Reform and Rural Development 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 2022.

#### 4.3. Technical Legislation and/or Standards (National Travel Framework)

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

#### 5. BRIEFING SESSION

A physical compulsory briefing/clarification session will be held as follows:

Regions	Provinces and no of offices	Date	Time	Venue
Region 1 and 5	National Head Office	20/03/2024	11am	National Office 600 Lilian Ngoyi Street, Pretoria, 0001

#### 6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e- tender portal / Departmental website	15 March 2024
Bid closing date	10 April 2024

- 6.2. All dates and times in this bid are South African standard time.
- 6.3. Any time or date in this bid is subject to change at Department of Agriculture, Land Reform and Rural Development's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Agriculture, Land Reform and Rural Development 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 Department of Agriculture, Land Reform and Rural Development of Agriculture, Land Reform and Rural Development of Agriculture, bidder accepts that, if Department of Agriculture, Land Reform and Rural Page 7 of 37

Development 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. The delegated official of Department of Agriculture, Land Reform and Rural Development may communicate with Bidder(s) only by the official emails stipulated in the bid document.
- 7.2 A nominated official of the bidder(s) can make enquiries only in writing via email, to the specified person as referred to paragraph 37 of the bid contact details.
- 7.3. Bidder(s) must not communicate with the Department between the closing date and the award of the bid.
- 7.4. All communication between the Bidder(s) and Department of Agriculture, Land Reform and Rural Development must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, Department of Agriculture, Land Reform and Rural Development 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. Department of Agriculture, Land Reform and Rural Development, 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 Department of Agriculture, Land Reform and Rural Development (other than minor clerical matters), the Bidder(s) must promptly notify Department of Agriculture, Land Reform and Rural Development in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Agriculture, Land Reform and Rural Development 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 Department of Agriculture, Land Reform and Rural Development will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the bidding 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

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Department of Agriculture, Land Reform and Rural Development may have against the Bidder / contractor concerned.

#### 11. SUPPLIER DUE DILIGENCE

Department of Agriculture, Land Reform and Rural Development reserves the right to conduct supplier due diligence prior to final award. This includes site visits and requests for additional information.

#### 12. SUBMISSION OF PROPOSALS

- 12.1. Bid documents must be deposited in the tender box at 600 Lillian Ngoyi Street, Pretoria, 0001, SA on or before 10 April 2024 at 11:00.
- 12.2. Bid documents will only be considered if received by Department of Agriculture, Land Reform and Rural Development before the closing date and time, regardless of the method used to send or deliver such documents to the Department.
- 12.3. The bidder(s) are required to submit one bid proposal to the department.
- 12.4. Bidders are requested to initial each page of the bid documents.

#### 13. PRESENTATION / DEMONSTRATION

Bids will be evaluated on presentation and demonstration

#### **RISK ASSESSMENT (ONSITE INSPECTION)**

The department reserves the right to conduct site inspection for due diligence/risk assessment of the top three(3) ranked bidders.

It must be noted the department will only visit the operational address stipulated in the bid document for site visits (If the bidders address change during the bidding process the department must be informed and proof of the new address must be submitted to the department)

#### 14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 months.

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#### 15. SCOPE OF WORK

The contracts for the Regions are clustered as per the below table:

REGIONS	PROVINCES AND NO OF OFFICES		
Region 1	Western Cape	Northern Cape	Free State
Region 5	National Head Office and Deeds Offices		

The appointed TMC must provide both the online and traditional booking systems.

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

- Provide the Department 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 without any degradation of the services.
- c) Appropriately contain the Department's risk and traveller risk.
- d) The bidder will be required to set up an operational office within 30 days/ one month after appointment within the region they are appointed if they do not have one in that region.

#### **15.1 Service Requirements**

#### 15.1.1 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 the Department, locally and internationally. This will include employees and contractors/consultants, NARYSEC students and beneficiaries where the agreement is that the Department is responsible for the arrangement and cost of travel.
- 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 travel suppliers and negotiated agreements that are in place between the Department and third parties. Assist with further negotiations for better deals with travel service providers.

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- d) Familiarisation with current Department's Travel Policy and implementations of controls to ensure compliance.
- e) 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.
- f) Provide a link for the Department to update their travellers' profiles.
- g) Manage the third-party service providers by addressing service failures and complaints.
- h) Consolidate all invoices from travel suppliers.
- Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

#### 15.1.2 Reservations

The TMC will:

- 15.1.2.1. Receive travel requests from traveller bookers and travel office who will invite quotations and advise on the availability and confirm accordingly. Upon the receipt of the relevant travel documents, will issue the required e-tickets and vouchers immediately and send it to the travel booker/traveller and travel office via the agreed communication medium (SMS and Emails).
- 15.1.2.2. Must make the most cost-effective travel arrangements.
- 15.1.2.3. 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 via the agreed communication medium (SMS and Emails).
- 15.1.2.4. Obtain a minimum of three (3) price comparisons/quotations for all travel requests where the routing or destination permits for conference and bulk bookings
- 15.1.2.5. Book the negotiated discounted fares and rates where possible.
- 15.1.2.6. 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.

- 15.1.2.7. Book parking facilities at the airports where required for the duration of the travel.
- 15.1.2.8. Respond and process all queries, requests, changes and cancellations timeously and accurately.
- 15.1.2.9. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- 15.1.2.10. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- 15.1.2.11. Advise the Traveller of all visa and vaccination requirements well in advance.
- 15.1.2.12. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 15.1.2.13. Facilitate any reservations that are not bookable on the Global Distribution System (GDS) or similar system(s).
- 15.1.2.14. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- 15.1.2.15. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- 15.1.2.16. Visa/passports/Vaccine/Forex applications will be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- 15.1.2.17. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by the Department are **non-commissionable**, where commissions are earned for the Department bookings all these commissions should be returned to the Department on a quarterly basis.
- 15.1.2.18. Ensure confidentiality in respect of all travel arrangements concerning all persons and documentation.
- 15.1.2.19. Timeously submit proof that services have been satisfactory delivered (invoices from their suppliers) as per the Department's instructions

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#### 15.1.3 Air Travel

- 15.1.3.1. The TMC must book full-service carriers as well as low-cost carriers.
- 15.1.3.2. The TMC must obtain a minimum of three price quotations and book the most cost-effective airfares for domestic, regional and international flights and where possible practical routings must be used.
- 15.1.3.3. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).
- 15.1.3.4. 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.
- 15.1.3.5. 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.
- 15.1.3.6. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Department and provide a report on refund management once a quarter.
- 15.1.3.7. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 15.1.3.8. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

#### 15.1.4 Accommodation

- 15.1.4.1. The TMC will be expected to obtain price quotations 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.
- 15.1.4.2. This includes planning, booking, confirmation and amendments of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the Department travel policy.
- 15.1.4.3. The travellers may only stay at accommodation establishments with which the Department 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 Page 14 of 37

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.

- 15.1.4.4. Accommodation vouchers must be issued to all travellers for bookings and must be invoiced to the Department as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 15.1.4.5. Cancellation of accommodation bookings must be done immediately to avoid no show and cancellation fees.

#### 15.1.5 Car Rental and Shuttle Services

- 15.1.5.1. The Department may provide its own database for shuttle services which can be utilised by TMC on behalf of the department.
- 15.1.5.2. The TMC must use the shuttle service data base on a rotational basis.
- 15.1.5.3. The TMC will book the approved category vehicle in accordance with the Department's Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- 15.1.5.4. The travel consultant should advise the Traveller on the best time and location for pickups and drop-off's considering the Traveller's specific requirements.
- 15.1.5.5. TMC may offer alternative ground transportation to the traveller that may include rail, buses, shuttles and any other available transport in the international destinations.
- 15.1.5.6. The TMC will book services in line with the Departments Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 15.1.5.7. The TMC must manage shuttle database on behalf of the Department and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- 15.1.5.8. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

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#### 15.1.6 After Hours and Emergency Services

- 15.1.6.1. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 15.1.6.2. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- 15.1.6.3. 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.
- 15.1.6.4. The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.
- 15.1.6.5. TMC must not do not any after hour bookings without the relevant delegated authority approvals.

#### 15.1.7 Communication

- 15.1.7.1 The TMC may be requested to conduct workshops and training sessions for Local Travel Coordinator (LTCO) of the Department.
- 15.1.7.2 All enquiries must be investigated, and timeously provide feedback as per the Service Level Agreement.
- 15.1.7.3 The TMC must ensure sound communication with all stakeholders.
- 15.1.7.4 Only delegated official will have access to confidential individual information and travel reports from the TMC

#### 15.1.8 Financial Management

- 15.1.8.1 The TMC must implement the rates negotiated by the Department with travel service providers or the discounted air fares, or the maximum allowed rates established by the National Treasury where applicable.
- 15.1.8.2 The TMC will be responsible to manage the service provider accounts. This will include the timeously receipt of invoices to be submitted to the Department for payment within the prescribed period.
- 15.1.8.3 The TMC must enable savings on total annual travel expenditure and report on monthly and quarterly reviews.

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- 15.1.8.4 The TMC will be required to offer a 30-day bill-back account facility to the Department should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in return, invoices the Department for the services rendered.
- 15.1.8.5 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.
- 15.1.8.6 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.
- 15.1.8.7 The TMC is responsible for the consolidation of invoices and provide the supporting documentation to the Department.
- 15.1.8.8 TMC must ensure that their Service Providers accounts are settled timeously to avoid interruption of Travel Services to the Department.

#### 15.1.9 Technology, Management Information and Reporting

- 15.1.9.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.1.9.2 TMC must be able to provide an online booking service to facilitate travel bookings.
- 15.1.9.3 All management information and data input must be accurate.
- 15.1.9.4 The TMC must provide the Department with accurate monthly reports at no cost. These reports must be in line with the National Treasury's Cost Containment Instructions and according to the Departments specifications.
- 15.1.9.5 These reports must include detailed information such as but not limited to the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 15.1.9.6 The Department may request the TMC to provide additional management reports as and when required.
- 15.1.9.7 Reports must be available in an electronic format for example Microsoft Excel/online and must contain the following:

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#### 15.1.9.7.1 Travel

- a) After hours' Report and excel download format;
- b) Compliments/complaints and challenges;
- 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/exceptions.

#### 15.1.9.7.2 Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's and debtor's ageing report;
- c) Creditor's and debtor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery/submission list or report;
- i) Refund Log;
- j) Open voucher report, and
- k) Open Age Invoice Analysis.
- 15.1.9.8 The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

#### 15.1.10 Account Management

- 15.1.10.1 An Account Management structure must be in place to respond to the needs and requirements of the Department and act as a liaison for handling all matters concerning delivery and services in terms of the contract.
- 15.1.10.2 The TMC must appoint a dedicated Key Account Manager that is responsible for the management of the Department's account.
- 15.1.10.3 The necessary processes must be implemented to ensure good quality management and ensure Traveller's satisfaction.

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- 15.1.10.4 The TMC must have a system in place to handle complaints/compliments and challenges.
- 15.1.10.5 TMC must ensure compliance of the Department's Travel Policy and prescripts.
- 15.1.10.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.1.10.7 Ensure that workshops/training is provided to the Department upon request.
- 15.1.10.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

#### 15.1.11 Value Added Services

The TMC must provide the following value-added services:

- 15.1.11.1 Destination information for regional and international destinations:
  - a) Health warnings;
  - b) Weather forecasts;
  - c) Places of interest;
  - d) Visa information;
  - e) Travel alerts;
  - f) Location of hotels and restaurants;
  - g) Information including the cost of public transport;
  - h) Rules and procedures of the airports;
  - i) Business etiquette specific to the country;
  - j) Airline baggage policy; and
  - k) Supplier updates
- 15.1.11.2 Electronic voucher retrieval via web and smart phones;
- 15.1.11.3 SMS and Email notifications for travel confirmations;
- 15.1.11.4 Inform the Department of any Global Travel Risk Management;
- 15.1.11.5 VIP services for Executives that include but is not limited to check-in support.

#### 15.1.12 Cost Management

15.1.12.1 The National Treasury cost containment initiative and the Department Travel Policy is establishing a basis for a cost savings culture.

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- 15.1.12.2 It is always the obligation of the travel management company Consultant to advise on the most cost-effective option, and costs should be within the framework of the National Treasury's regulated rates and cost containment instructions.
- 15.1.12.3 The TMC plays a crucial role to provide high quality travel related services that are designed to provide a balance between effective cost management, flexibility and traveller satisfaction.
- 15.1.12.4 The TMC must ensure before registering suppliers on their data base that they conduct physical assessments of these establishments.
- 15.1.12.5 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 the Department'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.
- 15.1.12.6 The department will carry Merchant Fee for the lodge card.

#### 15.1.13 Quarterly and Annual Travel Reviews

- 15.1.13.1 Quarterly reviews are required to be presented by the TMC on all the Department travel activity in the previous three-month period. These reviews are comprehensive and presented to the Department Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 15.1.13.2 Annual Reviews are also required to be presented to the Department Senior Executives.
- 15.1.13.3 These Travel Reviews will include without limitation the following information
- 15.1.13.4 Institution to list the information that will be required. The reporting requirements in the National Treasury Instruction 7 of 2022/23 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

#### 15.1.14 Office Management for region 1 and 5

15.1.15 The TMC to ensure high quality service to be always delivered to the Department's travellers. The TMC is required to provide the Department with Page 20 of 37

highly skilled and qualified human resources of the following roles but not limited to:

- a. Experienced Senior Consultants
- b. Experienced team leader/s for consultants
- c. Experienced Intermediate Consultants
- d. Experienced Junior Consultants
- e. Travel Manager (Operational)
- f. Finance Manager / Branch Accountant
- g. Dedicated Admin Back Office (Creditors / Debtors/Finance Processors) for each region
- h. Strategic Key Account Manager
- i. System Administrator (General Admin)for IT support and maintenance

NB: TMC will have to provide the regions with dedicated teams (a, b, c, d and g only).

#### 16 PRICING MODEL

NB: The pricing schedule should be printed on A3 and bidders must adhere to the pricing instructions.

#### 16.1. Transaction Fees

#### **Refer Annexure A3: Pricing Schedule**

- 16.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- 16.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

#### 16.2. Volume Driven incentives

- 16.2.1. No override commissions earned through the Department will be paid to the TMC;
- 16.2.2. An open book policy will apply, and any commissions earned through the Department will be reimbursed to the Department;
- 16.2.3. TMC are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution. Page 21 of 37

#### 16.3. MANDATORY REQUIREMENTS

### Failure to submit/attach proof of the following with the proposal will disgualify the bidder's proposal.

- 16.3.1. IATA (International Air transport Association), attach copy of valid certificate) Where a bidding company is using the 3<sup>rd</sup> party IATA valid certificate, proof of the agreement, (stipulating the relationship between the certificate holder and the third party) must be attached. (Attach certified copies not older than 6 months prior the closing date of the bid, only certified copies will be accepted)
- 16.3.2. Bidders must be able to provide address of the existing and fully operational office in any of the provinces by providing one of the following:
  - Attach municipal services account (water, sanitation, rates, and electricity) in the name of the bidder/s or active director/s not older than 6 months from the closing date of the bid or
  - letter from the traditional council or letter from the ward councillor on their letterhead not older than 3 months or
  - signed valid lease agreement in the name of the bidder or active director.

NB: It must be noted the department will only visit the operational address stipulated in the bid document for site visits (If the bidders address change during the bidding process the department must be informed and proof of the new address must be submitted to the department).

#### 16.3.3. PRICING SCHEDULE

- Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.
- Bidders must sign all paper copies of their Pricing Schedule.
- Bidders must also submit a memory stick / flash drive(USB) containing a electronic copy of the pricing schedule.
- Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- Bidders must sign all paper copies of their Pricing Schedule.
- Bidders must complete all the relevant input cells highlighted in **GREEN** for the bid.

**16.3.4** Attendance of compulsory briefing session

#### NB!!! Failure to comply with the above will lead to disqualification.

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#### **16. EVALUATION AND SELECTION CRITERIA**

This bid shall be evaluated in four(4) stages.

• <u>Stage 1</u>

Bids will be evaluated on functionality.

#### • <u>Stage 2</u>

Bids will be evaluated on presentation and demonstration (Via Microsoft Teams)

• Stage 3

Bids will be evaluated in accordance with 90/10 preference points system as stipulated below.

• Stage 4

Risk Assessment / Due diligence

#### 17.1. Stage 1 – Evaluation of Functionality

The functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion ranges from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

CRITE	RIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHT
<ul> <li>Compa and profile</li> </ul>	ny staff	Demonstrate the /bidder's ability to execute the travel management services in a corporate and public sector-based environment by indicating minimum of three (3) successfully completed/running contracts NB: Each contract must have ran/completed a work for a period of at least 1 year in the last 10 years. The bidder must provide POE; at least three (3) minimum current or previous contracts. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract.	20

5/2/2/1- DALRRD 0031 (2023/2024) Appointment of Travel Management Companies to provide Travel Management Services to Department of Agriculture, Land Reform and Rural Development

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHT
	(Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.)	
	<ul> <li>I. 7 contracts and more: scores 5</li> <li>II. 4-6 contracts: scores 4</li> <li>III. 3 contracts: scores 3</li> <li>IV. 2 contracts: scores 2</li> <li>V. 1 contract: scores 1</li> </ul>	
	The above mention contracts must demonstrate a minimum of five (5) years' combined experience in travel management services.	20
	The bidder must provide POE; at least Five (5) years combined experience in travel management services. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract. The department reserves the right to directly contact your referees	
	(Signed reference letters from the mentioned references confirming previous successful/current implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of service and duration thereof, and an indication of whether the project was successful .)	
	<ul> <li>I. More than 7 years' experience: scores 5</li> <li>II. More than 5 to 7 years' experience: scores 4</li> <li>III. 5 years' experience: scores 3</li> <li>IV. Less than 5 to 3 years' experience: scores 2</li> <li>V. Less than 3 years' experience: scores 1</li> </ul>	

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CRITERIA	GUIDELINE FOR CRITERIA	WEIGHT
	APPLICATION	
	The above mention contracts must demonstrate	
	a minimum of R5 million combined contract	
	value in travel management services.	20
	(Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and contract value thereof, and an indication of whether the project was successful.) <i>I.</i> More than R7 million contract value: <b>scores 5</b>	
	II. More than R5 to R7 Million contract value:	
	scores 4 III. R5 million contract value: scores 3	
	IV. Less than R5 to R3 million contract value: scores 2	
	V. Less than R2 Million contract value: scores 1	
Puoiness		
Business Relations with	Bidders are required to submit 3 minimum	
various	confirmation letters with letterheads from	
hotel/lodges/B&B	hotels/lodges and Bed and Breakfasts(B&B)	10
notel/louges/bab	that they have healthy business	10
	relationships. (e.g. good standing)	
	I. Good Business relation with 5 Hotels/lodges/ B&B: scores 5	
	II. Good Business relation with 4 Hotel/lodges/	
	B&B scores 4	
	III. Good Business relation with 3 Hotel /lodges/	
	B&B: <b>scores 3</b> IV. Good Business relation with 2 Hotel/lodges/	
	IV. Good Business relation with 2 Hotel/lodges/ B&B scores 2	
	V. Good Business relation with 1 Hotel/lodges/	
	B&B scores <b>1</b>	
Business Relations with various car rental companies	Bidders are required to submit confirmation signed letters with letterheads from the car rental companies that they have healthy business relationships. (good standing)	10
		10
	I. Good Business relation with 5 car rental	
	companies: <b>scores 5</b> II. Good Business relation with 4 car rental companies: <b>scores 4</b>	
	III. Good Business relation with 3 car rental	
	companies: scores 3	
	IV. Good Business relation with 2 car rental	
	companies: <b>scores 2</b> V. Good Business relation with 1 car rental companies: <b>scores 1</b>	

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Appointment of Travel Management Companies to provide Travel Management Services to Department of Agriculture, Land Reform and Rural Development

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHT
	NB: It must be noted that these are not the only suppliers booked for or on behalf of the DARRLD but rather are most frequently used suppliers.	
Technical team	<ul> <li>Composition of technical team to be utilized in the execution of the contract consist of the following professions:</li> <li>Attach copies of relevant CV's for each, clearly indicating a detailed profile of their previous work experience, with a minimum of three (3) years' relevant experience for each profession <ul> <li>a. Experienced Senior Consultant</li> <li>b. Experienced team leader/s for consultant</li> <li>c. Experienced Intermediate Consultant</li> <li>d. Experienced Admin Back Office (Creditors / Debtors/Finance Processors) for each region</li> </ul> </li> <li>The bidder must provide a minimum of five (5) Key professions with 3 years' experience each as listed in par. 15.: score 5</li> <li>II. The required key professionals with more than 4 years' experience each and additional 3 as listed above.: score 4</li> <li>III. The five (5) key professions with 3 years' experience scores 3</li> <li>IV. Some but not all mentioned professionals with 2 years' experience each listed above: scored 2</li> <li>V. 1 or no professionals with less than two years' experience as listed above: scored 1</li> </ul>	20

NB: Bids that fail to score minimum of 60 points on functionality will not be considered further evaluation.

#### 17.2. Stage 2 – Presentation and Demonstration

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor**, **3 being good and 5 being excellent**.

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<ul> <li>PRESENTATION EVALUATION CRITERION</li> <li>OBT RESERVATIONS (ONLINE)</li> <li>Manage all Online bookings:</li> <li>Provide the Online Travel Request Booking process flow on the OBT (Online Booking Tool)</li> <li>Demonstrate how you will link the Travel Requests into an automatic Order Number?</li> <li>Demonstrate how you will set up the OBT to DALRRD Negotiated rates on the OBT for all categories.</li> <li>Demonstrate how you provide</li> </ul>	<ul> <li>GUIDELINE</li> <li>I. No presentation on management of all online bookings - functional- 1 point</li> <li>II. Presentation on all four items listed under manage online bookings -3 points</li> <li>III. Presentation on all four items listed under manage online bookings including the following value added services:-5 points <ul> <li>Quotations</li> <li>Cancellations</li> <li>Amendments</li> </ul> </li> </ul>	WEIGHT 30
OBT       RESERVATIONS         (ONLINE)       Manage all Online bookings:         Manage all Online bookings:       Provide the Online Travel Request Booking process flow on the OBT (Online Booking Tool)         Demonstrate how you will link the Travel Requests into an automatic Order Number?         Demonstrate how you will set up the OBT to DALRRD Negotiated rates on the OBT for all categories.         Demonstrate how you provide	<ul> <li>all online bookings - functiona⊢ 1 point</li> <li>II. Presentation on all four items listed under manage online bookings -3 points</li> <li>III. Presentation on all four items listed under manage online bookings including the following value added services:-5 points <ul> <li>Quotations</li> <li>Cancellations</li> </ul> </li> </ul>	30
<ul> <li>Provide the Online Travel Request Booking process flow on the OBT (Online Booking Tool)</li> <li>Demonstrate how you will link the Travel Requests into an automatic Order Number?</li> <li>Demonstrate how you will set up the OBT to DALRRD Negotiated rates on the OBT for all categories.</li> <li>Demonstrate how you provide</li> </ul>	<ul> <li>all online bookings - functiona⊢ 1 point</li> <li>II. Presentation on all four items listed under manage online bookings -3 points</li> <li>III. Presentation on all four items listed under manage online bookings including the following value added services:-5 points <ul> <li>Quotations</li> <li>Cancellations</li> </ul> </li> </ul>	30
full access to View new negotiated rates on the OBT (Online Book Tool) for Compliance.		
OBT Travel Manager Review and Line Manager Approvals Describe your approval process for Travel Bookings by Travel Booker. 1. Review of Quote by Travel Coordinator for Policy Compliance 2. Approval of Booking by Line Manager 3. Describe how a Travel Reviewer and Line Manager can reject out of policy Bookings. 4. Describe how Notification's workflows will be received for approvals.	<ol> <li>No presentation on quote review, line Manager approvals, reject out of policy bookings and notifications workflows– 1 point</li> <li>Presentation on all of the (4) four below:         <ul> <li>quote review,</li> <li>line Manager approvals,</li> <li>reject out of policy bookings and</li> <li>Notifications workflows Points -3</li> </ul> </li> <li>Presentation on all of the (4) four below:         <ul> <li>quote review,</li> <li>line Manager approvals,</li> <li>reject out of policy bookings and</li> <li>Notifications workflows Points -3</li> </ul> </li> <li>Presentation on all of the (4) four below:         <ul> <li>quote review,</li> <li>line Manager approvals,</li> <li>reject out of policy bookings and</li> <li>Notifications workflows</li> <li>Including the following value added services:                 <ul></ul></li></ul></li></ol>	20
	Compliance. <b>DBT Travel Manager Review and Line Manager Approvals</b> Describe your approval process or Travel Bookings by Travel         Booker.         1. Review of Quote by Travel         Coordinator for Policy         Compliance         2. Approval of Booking by Line         Manager         3. Describe how a Travel         Reviewer and Line Manager can         reject out of policy Bookings.         4. Describe how Notification's workflows will be received for approvals.	Compliance.DBT Travel Manager Review and Line Manager Approvals Describe your approval process or Travel Bookings by Travel Booker.I.No presentation on quote review, line Manager approvals, reject out of policy bookings and notifications workflows- 1 pointI. Review of Quote by Travel Coordinator for Policy Compliance 2. Approval of Booking by Line Manager 3. Describe how a Travel Reviewer and Line Manager can eject out of policy Bookings. 4. Describe how Notification's workflows will be received for approvals.II.No presentation on all of the (4) four below: quote review, line Manager approvals, reject out of policy bookings and Notification's workflows will be received for approvals.III.I. Describe how Notification's approvals.III.Presentation on all of the (4) four below: quote review, line Manager approvals, reject out of policy bookings and Notifications workflows Including the following value added services: Describe a Module within your Online Booking for Traveler Safety and Risk Management e.g., Real time Traveler Alert and Communication. Describe travel Application (Mobile App) to help mitigate risk and are as flexible and agile as the rapidly changing travel climate.

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Appointment of Travel Management Companies to provide Travel Management Services to Department of Agriculture, Land Reform and Rural Development

2	REPORTING AND DATA		
	ANALYTICS		
2.1	Describe your on-demand data and insights into your travel activity 1. Full visibility of Travel Spend 2. Identify behavioral traveler trends 3. AI reporting Capabilities 4. Dashboard View and Conversion to Reporting Format e.g., Excel or PDF 5. Out of Policy Bookings Trail 6. Missed Savings 7. Spend per Category	<ol> <li>Presentation with less than 7 items listed items on reporting and data analytics – 1 point</li> <li>Presentation on all 7 criterion under reporting and data analytics - 3 points</li> <li>Presentation on all of the (7) seven criterion under reporting and data analytics including the following value added categories:– 5 points</li> <li>Flight Spend</li> <li>Accommodation Spend</li> <li>Car Rental Spend</li> <li>Conference/Events</li> <li>Spend</li> <li>Shuttle and Transfer Spend</li> </ol>	30
3	TRAVELLER MOBILE APPLICATION		
3.1	Describe your Mobile Application that can do the following: 1.Traveller Messaging. 2.Approval Request for Managers on Mobile 3.Urgent Alert and Traveler Safety information 4.Full Traveler booking Confirmation function by Travel Booker and Travel Manager for Confirmed Bookings	<ul> <li>I. No presentation on traveler mobile application – 1 point</li> <li>II. Presentation on all of the (4) four criterion under traveler mobile application - 3 points</li> <li>III. Presentation on all of the (4) four criterion under traveler mobile application including the following value added services:– 5 points</li> <li>Traveler Itinerary</li> <li>Booking Confirmations and</li> <li>Voucher</li> </ul>	20

## NB: Bidders that fail to score minimum of 60 points on second stage will not be considered further

#### 17.3. Stage 3 – Evaluation in terms of 90/10 Preference Points System

Only bids that achieve the minimum qualifying score second stage will be evaluated further in accordance with the 90/10 preference points system.

#### 17.4. Calculation of points for the price

## EVALUATION STAGE IN TERMS OF 90/10 PREFERENCE POINTS SYSTEM.

#### POINTS AWARDED FOR PRICE

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

$$Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$
Where

00/40

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated perthe table below. (Note to organs of state: Where either the 90/10 or 80/20preference point system is applicable, corresponding points must also beindicated as such.

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

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The specific goals allocated points in terms of this tender		Number of points allocated (90/10 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
١.	HDI	4		
II.	Who is female	2		
III.	Who has a disability	1		
IV.	Specific goal: Who is youth	1		
V.	Specific goal: Locality for the following <b>Region 1</b> (Northern Cape, Free State and Western Cape) <b>Region 5</b> (Gauteng)	2		

NB!!! In order for a bidder to qualify for specific goal: Locality the bidder must be able to provide proof of address in one of the above provinces for region 1 or 5 (in the case where a bidder will be submitting for both regions, proof of such must be attached e.g., proof of address in any of the provinces in the region 1 as well as for a province in region 5). Attach municipal bill/ electrical bill or letter from the traditional council or letter from the ward councillor on their letterhead not older than 3 months prior the closing date of the bid /signed valid lease agreement in the company name.

The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100

#### 18. Stage - 4: Risk Assessment / Due diligence

The department reserves the right to conduct site inspection for due diligence/risk assessment of the top three(3) ranked bidders by utilizing the below criteria:

NO	CRITERIA	AVAILABLE	NOT AVAILABLE
1	PREMISES LOCATED AT ADDRESS PROVIDED		
2	CLEAR BRANDING OF THE BUILDING OR OFFICE INDICATING		
	BIDDER'S NAME		
3	OPERATIONAL RECEPTION AREA		
4	ACCOUNTS UNIT		
5	OPERATIONAL UNIT		
6	FULLY FUNCTIONAL OPERATIONAL SYSTEMS		

# NB: Bidders must comply with all the above mentioned requirements, failure to comply with the above mentioned requirements will result in disqualification.

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#### **19. GENERAL CONDITIONS OF CONTRACT**

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

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

#### 20. CONTRACT PRICE

Contract price will be firm and fixed for each year for each region

#### 21. **NEGOTIATIONS**

The Department reserves the right to negotiate with the bidders prior to award.

#### 22. SERVICE LEVEL AGREEMENT

- 22.1 Upon award the Department and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department.
- 22.2 The Department reserves the right to vary the proposed Service Level Agreement during negotiations with a bidder by amending or adding thereto.
- 22.3 Bidder(s) are requested to:
- 22.3.1 Comment on draft Service Level Agreement and where necessary, make proposals to the indicators;
- 22.3.2 Explain each comment and/or amendment; and
- 22.3.3 Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Agreement for ease of reference.
- 22.4 The Department 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 the Department or pose a risk to the organisation.

#### 23 SPECIAL CONDITIONS OF THIS BID

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The Department reserves the right:

- 23.1 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).
- 23.2 To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 23.3 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 23.4 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bid have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 23.5 The bid will be awarded to the bidder scoring the highest points per region.
- 22.6. The Department reserves the right not to award the bid to any service provider, or to various Service Providers.

# 24 DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT REQUIRES BIDDER(S) TO DECLARE

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

- 24.1 Confirm that the bidder(s) is to: -
- 24.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department;
- 24.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 24.1.3 Act with circumspection and treat the Department fairly in a situation of conflicting interests;
- 24.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

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- 24.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Department;
- 24.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 24.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of the Department as a client before any other consideration; and
- 24.1.8 To ensure that any information acquired by the bidder(s) from the Department will not be used or disclosed unless the written consent of the client has been obtained to do so.

#### 25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 25.1 The Department 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 the Department or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 25.1.1 Engages in any collusive bidding, 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;
- 25.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 25.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department's officers, directors, employees, advisors or other representatives;
- 25.1.4 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; Page 33 of 37

- 25.1.5 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;
- 25.1.6 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 bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 25.1.7 Has in the past engaged in any matter referred to above; or
- 25.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether 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.

#### 26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 26.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 26.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department 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.

#### 27 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response 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 the Department, 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.

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#### 28 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department 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 the Department harmless from any and all such costs which the Department may incur and for any damages or losses may suffer.

#### 29 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.

#### 30 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Department 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.

#### 31 TAX COMPLIANCE

No bid shall be awarded to a bidder who is not tax compliant. The Department 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 the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

#### 32 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No bid 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

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Restricted Suppliers. The Department 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.

#### 33 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.

#### 34 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. If the Department 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 will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

#### 35 CONFIDENTIALITY

- 35.1 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 will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a bid
- 35.2 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 bid. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 35.3 Throughout this bid process and thereafter, bidder(s) must secure the Department'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

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which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

# 36 DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department 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).

#### 37 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department 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.

#### **38 REQUESTS FOR FURTHER INFORMATION**

All enquiries regarding the bid may be directed to the following persons:

For technical enquiries, please contact: Mr Ernest Khutswane Email <u>Ernest.Khutswane@dalrrd.gov.za</u> Tel: (012) 312 8185 / 8465

For bid enquiries, please contact: Ms Nokuthula Zwane/ Mr Ben Coetzer Email: <u>NokuthulaZW@dalrrd.gov.za</u> or <u>BenC@dalrrd.gov.za</u> Tel: (012) 312 8386/ 8375

#### 39 PUBLICATIONS

- Departmental website and National Treasury e-Tender Portal
- Advert period: 26 days.

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LA 1.2

#### 5/2/2/1- DALRRD 0031 (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD): REGIONS 1 & 5.

CLOSING DATE: 10 APRIL 2024 @ 11:00

**NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.** 

DATE: 20 MARCH 2024

VENUE: AG-19 AUDITORIUM, 600 LILLIAN NGOYI STREET, BEREA PARK

PRETORIA 0001

TIME: 11:00

TFI

EMAIL

#### SERVICE PROVIDERS ARE REQUIRED TO BRING THEIR IDENTITY DOCUMENTS FOR SCREENING AND REGISTRATION ON THE BRIEFING SESSION DAY.

NB: PARKING WILL BE PROVIDED ON FIRST COME, FIRST SERVED BASIS. DUE TO LIMITED PARKING, ONLY ONE CAR PER BIDDER WILL BE ALLOWED.

TECHNICAL ENQUIRIES	: Mr Ernest Khutswane
TEL	: (012) 312 8185 / 8465
EMAIL	: <u>Ernest.Khutswane@dalrrd.gov.za</u>
BID RELATED ENQUIRIES	: Mr Ben Coetzer / Ms Nokuthula Zwane

: (012) 312 8375 / 8386 : <u>BenC@Dalrrd.gov.za</u> ; <u>Nokuthulazw@Dalrrd.gov.za</u>

NB: BID CLOSING ADDRESS: <u>DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</u> <u>600 LILLIAN NGOYI STREET, PRETORIA, 0001</u>

#### PRICING PROPOSAL PART 2 OF 2

	ANNEXURE A3
	PRICING SUBMISSION
RFP NO:	5/2/2/1 DALRRD-0031(2023/2024)
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	<name be="" bidder="" filled="" here="" in="" of="" to=""></name>
	PRICE INSTRUCTIONS
	<b>D-0031(2023/2024)</b> contains the financial response templates for the bid. The bid pricing submission read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing
2. GENERAL INSTRUCTIONS FOR C 2.1 Tender submission format	OMPLETING THE PRICING SCHEDULE TEMPLATES
2.1.1 Bidders must submit a paper co paper copy w ill prevail.	opy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the
2.1.2 Bidders must sign all paper cop	ies of their Pricing Schedule.
2.1.3 Bidders must complete and sub transactional fee model onsite a	mit the templates attached ,w hich is/are management fee model onsite and offsite, and offsite
2.1.4 Bidders must reference RFP/BI	D main document section 15.2 for current travel volumes.
2.2 Input spreadsheets	
2.2.1 The Pricing Schedule templates	are contained within the one (1) Excel Workbook
2.2.2 Bidders must not make any cha	anges to the spreadsheets or change the formatting of the Pricing Schedule.
2.2.3 Cells are formatted to automatic	ally indicate South African Rands, ordinary text fields and percentages (%) w here

2.2.4 Input cells FOR BIDDERS are highlighted in GREEN. The Bidder must complete all the relevant input cells for the bid.

No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

applicable.

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.



agriculture, land reform & rural development Agriculture, Land Reform and Rural Development REPUBLIC OF SOUTH AFRICA

#### **TRANSACTION FEE MODEL YEAR 01**

Region 1 : Western Cape, Northern Cape & Free State

RFP NO:	5/2/2/1 DALRRD-0031 (2023/2024) YEAR 01
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER:

BIDDER NAME

ITEM

1

2

1.1 TRANSACTION FEES TRADITIONAL BOOKINGS **ONLINE BOOKINGS** Unit Price Estimated Unit Price TOTAL Price Unit Price Unit Price TOTAL Price Volume Transaction Type (excl VAT) (incl VAT) (incl VAT) (excl VAT) (incl VAT) (incl VAT) Air Trav el - International R R R R 2 R R R Air Travel – Regional R R R 1 -R --

3 Air Travel - Domestic 4592 R R R -R R -Air Travel - International (Re-R R R R 4 -\_ 1 --R R R Air Travel – Regional (Re-issue) R 5 1 ----6 Air Travel – Domestic (Re-issue) R R R R 1 ----7 Refunds - Air Domestic R R R R -1 -\_ -8 Refunds – Air Regional 1 R R R R ---9 Refunds - Air International R R R R 1 ----10 Car Rental – Domestic 1294 R R -R -R --R R Car Rental – Regional R R 11 1 ---12 Car Rental - International 1 R R -R -R -Transfers/Shuttle - Domestic 13 1656 R R R R -\_ --R 14 Transfers/Shuttle - Regional 1 R R --R -15 Transfers/Shuttle - International R R R R -1 --16 Accommodation - Domestic 7450 R R R R ----R R R 17 R Accommodation – Regional 1 ---18 Accommodation – International 23 R R R R ----19 135 R R \_ R R -**Bus/Coach Bookings** \_ -Train bookings – International R R R R 20 1 ----Visa Assistance 21 R R -R R (Provision of documents and 1 ---22 R R -R \_ R \_ Courier services for travel -1 SMS Notifications 23 1 R R R R ----R 24 Parking bookings 288 R R R R --R --25 Cancellations R R R R 1 ---26 R R R R Changes to bookings ---1 -27 R R R R After Hours Services -\_ -1 28 Additional Ad-hoc Reports (per R R R R ----1 29 Customised Reports (per report) R R R \_ R \_ --1 Travel Lodge card Reconciliation R 30 R R R 1 --31 **Debtors Account Reconciliation** R R R R -1 ---32 Other (Forex) R R R R -0 ---33 Other (insurance) R R R R --34 Other (Billback) R R R R --35 Other (Specify) R R R R ---1 R 36 Other (Specify) R R R 1 --R 37 Other (Specify) R R R -15467 R R -Total -Percentage Percentage Split between Online Booking Percentage #DIV/0! #DIV/0! #DIV/0! #DIV/0! and Traditional Booking Traditional Online PRICE THAT WILL BE USED FOR EVALUATION PURPOSES YEAR 01 **#DIV/0!** 

Item	Description	Percentage Fee	Comment
	Conference Transaction Fee (as a		
	% of the Total turnover of the		
1	event)		This conference transaction fee is fixed for year 1,2 and 3



agriculture, land reform & rural development

#### **TRANSACTION FEE MODEL YEAR 02**

Department: Agriculture, Land Reform and Rural Development REPUBLIC OF SOUTH AFRICA

Region 1 : Western Cape, Northern Cape & Free State

RFP NO:

RFP NAME:

BIDDER NAME

#### 5/2/2/1 DALRRD-0031(2023/2024) YEAR 02

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER:

1.1 TRANSACTION FEES

					ITIONAL BOOKINGS		ONLINE BOOKINGS	
ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Pri (incl VAT
1	Air Travel – International	2		R -	R -		R -	R
2	Air Travel – Regional	1		R -	R -		R -	R
2	Air Travel – Domestic	4592		R -	R -		R -	R
1	Air Travel – International (Re-issue)	4002		R -	R -		R -	R
5	Air Travel – Regional (Re-issue)	1		R -	R -		R -	R
6	Air Travel – Domestic (Re-issue)	1		R -	R -		R -	R
7	Refunds – Air Domestic	1		R -	R -		R -	R
8	Refunds – Air Domestic Refunds – Air Regional	1		R -	R -		R -	R
9	Refunds – Air Regional	1			R -			R
-	Car Rental – Domestic	1294		_	R -		-	R
10		1294					-	R
11	Car Rental – Regional			R -	R -			
12	Car Rental – International	1		R -	R -		R -	R
13	Transfers/Shuttle – Domestic	1656		R -	R -		R -	R
14	Transfers/Shuttle – Regional	1		R -	R -		R -	R
15	Transfers/Shuttle – International	1		R -	R -		R -	R
16	Accommodation – Domestic	7450		R -	R -		R -	R
17	Accommodation – Regional	1		R -	R -		R -	R
18	Accommodation – International	23		R -	R -		R -	R
19	Bus/Coach Bookings	135		R -	R -		R -	R
20	Train bookings – International Visa Assistance	1		R -	R -		R -	R
21	(Provision of documents and advice)	1		R -	R -		R -	R
22	Courier services for travel documentation	1		R -	R -		R -	R
23	SMS Notifications	1		R -	R -		R -	R
24	Parking bookings	288		R -	R -		R -	R
25	Cancellations	1		R -	R -		R -	R
26	Changes to bookings	1		R -	R -		R -	R
27	After Hours Services	1		R -	R -		R -	R
28	Additional Ad-hoc Reports (per report)	1		R -	R -		R -	R
29	Customised Reports (per report)	1		R -	R -		R -	R
30	Travel Lodge card Reconciliation	1		R -	R -		R -	R
31	Debtors Account Reconciliation	1		R -	R -		R -	R
32	Other (Forex)	0		R -	R -		R -	R
33	Other (insurance)	0		R -	R -		R -	R
34	Other (Billback)	1		R -	R -		R -	R
35	Other (Specify)	1		R -	R -		R -	R
36	Other (Specify)	1		R -	R -		R -	R
37	Other (Specify)	1		R -	R -		R -	R
	Total	15467			R -			R
entage S itional B	Split between Online Booking and ooking		Percentage Traditional	#DIV/0!	#DIV/0!	Percentage Online	#DIV/0!	#DIV/0
	AT WILL BE USED FOR EVALUAT	ION PURPOSES Y				#DIV/0!		



agriculture, land reform & rural development

#### **TRANSACTION FEE MODEL YEAR 03**

Department: Agriculture, Land Reform and Rural Development REPUBLIC OF SOUTH AFRICA

Region 1 : Western Cape, Northern Cape & Free State

RFP NO:

#### 5/2/2/1 DALRRD-0031(2023/2024) YEAR 03

RFP NAME:

BIDDER NAME

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER:

#### 1.1 TRANSACTION FEES

				ITIONAL BOO		ONLINE BOOK			
			Unit Price	Unit Price	TOTAL Price	Unit Price	Unit Price	TOTAL Pric	
TEM	Transaction Type	Estimated Volume	(excl VAT)	(incl VAT)	(incl VAT)	(excl VAT)	(incl VAT)	(incl VAT)	
1	Air Travel – International	2		R -	R -		R -	R -	
2	Air Travel – Regional	1		R -	R -		R -	R -	
3	Air Travel – Domestic	4592		R -	R -		R -	R -	
4	Air Travel – International (Re-issue)	1		R -	R -		R -	R ·	
5	Air Travel – Regional (Re-issue)	1		R -	R -		R -	R	
6	Air Travel – Domestic (Re-issue)	1		R -	R -		R -	R	
7	Refunds – Air Domestic	1		R -	R -		R -	R	
8	Refunds – Air Regional	1		R -	R -		R -	R	
9	Refunds – Air International	1		R -	R -		R -	R	
10	Car Rental – Domestic	1294		R -	R -		R -	R	
11	Car Rental – Regional	1		R -	R -		R -	R	
12	Car Rental – International	1		R -	R -		R -	R	
13	Transfers/Shuttle – Domestic	1656		R -	R -		R -	R	
14	Transfers/Shuttle – Regional	1000			R -		-	R	
	-			R -				R	
15	Transfers/Shuttle – International	1		R -	R -		R -		
16	Accommodation – Domestic	7450		R -	R -		R -	R	
17	Accommodation – Regional	1		R -	R -		R -	R	
18	Accommodation – International	23		R -	R -		R -	R	
19	Bus/Coach Bookings	135		R -	R -		R -	R	
20	Train bookings – International	1		R -	R -		R -	R	
	Visa Assistance								
	(Provision of documents and advice)								
21	· · ·	1		R -	R -		R -	R	
22	Courier services for travel	1		R -	R -		R -	R	
23	SMS Notifications	1							
		•		R -	R -		R -	R	
24	Parking bookings	288		R -	R -		R -	R	
25	Cancellations	1		R -	R -		R -	R	
26	Changes to bookings	1		R -	R -		R -	R	
27	After Hours Services	1		R -	R -		R -	R	
	Additional Ad has Departs (per report)								
28	Additional Ad-hoc Reports (per report)	1		R -	R -		R -	R	
29	Customised Reports (per report)	1		R -	R -		R -	R	
30	Travel Lodge card Reconciliation	1		R -	R -		R -	R	
31	Debtors Account Reconciliation	1		R -	R -		R -	R	
32	Other (Forex)	0		R -	R -		R -	R	
33	Other (insurance)	0		R -	R -		R -	R	
33 34	Other (Billback)	1		R -	R -		R -	R	
	. ,	1					_	R	
35 26	Other (Specify)			R -	R -				
36 27	Other (Specify)			R -	R -		R -	R	
37	Other (Specify)	1		R -	R -		R -	R	
	Total	15467			R -			R	
	e Split between Online Booking and Booking		Percentage Traditional	#DIV/0!	#DIV/0!	Percentage Online	#DIV/0!	#DIV/0!	



Travo	Travel Management Services for the period of 36 months at the Department of Agriculture, Land Reform and Rural Development (DALRRD): Region 1							
No	Description	Amount						
1	1 PRICE THAT WILL BE USED FOR EVALUATION PURPOSES <u>YEAR 01</u> R							
2	2 PRICE THAT WILL BE USED FOR EVALUATION PURPOSES <u>YEAR 02</u> R							
3	PRICE THAT WILL BE USED FOR EVALUATION PURPOSES <u>YEAR 03</u>	R						
	TOTAL AMOUNT THAT WILL BE USED FOR TENDER PURPOSES INCLUDING VAT ( YEAR 01 + YEAR 02 + YEAR 03)							
6. Estima 7. Are the 8. If not fi	<ul> <li>5. Period required for commencement with project after acceptance of bid</li> <li>6. Estimated man-days for completion of project</li> <li>7. Are the rates quoted firm for the full period of contract?</li> <li>8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index</li> </ul>							

	ANNEXURE A3							
PRICING SUBMISSION								
RFP NO:	5/2/2/1 DALRRD-0031 (2023/2024)							
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS							
BIDDER NAME	<name be="" bidder="" filled="" here="" in="" of="" to=""></name>							
	PRICE INSTRUCTIONS							
<ol> <li>STRUCTURE OF THE TENDER         This spreadsheet for BID 5/2/2/1 DALRRD-0031 (2023/2024) contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).     </li> <li>GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES         2.1 Tender submission format         </li> </ol>								
2.1.1 Bidders must submit a paper copy and paper copy w ill prevail.	an electronic copy of the Pricing Schedule. In the event of a discrepancy, the							
2.1.2 Bidders must sign all paper copies of the	neir Pricing Schedule.							
2.1.3 Bidders must complete and submit the transactional fee model onsite and offs	templates attached ,w hich is/are management fee model onsite and offsite, site							
2.1.4 Bidders must reference RFP/BID main o	document section 15.2 for current travel volumes.							
2.2 Input spreadsheets								
2.2.1 The Pricing Schedule templates are co	ntained within the one (1) Excel Workbook							
2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.								

- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid.

No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

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agriculture, land reform & rural development Department: Agriculture, land Reform and Rural Development Republic of South AFRICA

#### **TRANSACTION FEE MODEL YEAR 01**

Region 5 : DALRRD NATIONAL OFFICE

5/2/2/1 DALRRD-0031 (2023/2024) YEAR 01
THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
NAME OF BIDDER:

#### 1.1 TRANSACTION FEES

1       2         2       2         3       4         5       4         6       7         7       8         9       10         10       11         12       13         13       14         15       16         17       18	Air Travel – International Air Travel – Regional Air Travel – Domestic Air Travel – International (Re-issue) Air Travel – Regional (Re-issue) Air Travel – Domestic (Re-issue) Air Travel – Domestic (Re-issue) Refunds – Air Domestic Refunds – Air Domestic Refunds – Air International Car Rental – Domestic Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – International	Estimated Volume 304 1 13824 1 1 1 1 1 1 4161 1 1 6327 1 1 14636 1	Unit Price (excl VAT)	Unit Price (incl VAT)         R       - <t< th=""><th>R R R R R R R R R R R R R R R R R R R</th><th>FOTAL Price (incl VAT) - - - - - - - - - - - - - - - - - - -</th><th>Unit Price (excl VAT)</th><th>Unit Price (incl VAT)           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -</th><th>TOTAL Pri (incl VAT R R R R R R R R R R R R R R R R R R R</th></t<>	R R R R R R R R R R R R R R R R R R R	FOTAL Price (incl VAT) - - - - - - - - - - - - - - - - - - -	Unit Price (excl VAT)	Unit Price (incl VAT)           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -           R         -	TOTAL Pri (incl VAT R R R R R R R R R R R R R R R R R R R
2       2         3       2         4       2         5       2         6       2         7       1         8       1         9       1         10       2         11       2         12       2         13       2         14       2         15       2         16       2         17       2         18       2	Air Travel – Regional Air Travel – Domestic Air Travel – International (Re-issue) Air Travel – Regional (Re-issue) Air Travel – Domestic (Re-issue) Refunds – Air Domestic Refunds – Air Regional Refunds – Air Regional Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic	1 13824 1 1 1 1 1 1 4161 1 6327 1 1 14636		R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -       R     -	R			R - R - R - R - R - R - R - R - R - R -	R R R R R R R R R R R R R R R R R R R R
3       4         4       4         5       4         6       4         7       1         8       1         9       1         10       6         11       6         12       6         13       1         14       1         15       1         16       4         17       4         18       4	Air Travel – Domestic Air Travel – International (Re-issue) Air Travel – Regional (Re-issue) Air Travel – Domestic (Re-issue) Refunds – Air Domestic Refunds – Air Regional Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional	13824 1 1 1 1 1 1 4161 1 1 6327 1 1 1 14636		R - R - R - R - R - R - R - R - R - R -	R			R - R - R - R - R - R - R - R - R - R -	R R R R R R R R R R R R R R R
4     2       5     2       6     2       7     1       8     1       9     1       10     0       11     0       12     0       13     1       14     1       15     1       16     2       17     2       18     2	Air Travel – International (Re-issue) Air Travel – Regional (Re-issue) Air Travel – Domestic (Re-issue) Refunds – Air Domestic Refunds – Air Regional Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional	1 1 1 1 1 4161 1 6327 1 1 1 4636		R - R - R - R - R - R - R - R - R - R -	R R R R R R R R R R R R R R R R R R R	- - - - - - - -		R - R - R - R - R - R - R - R - R -	R R R R R R R R R R R R
5       7         6       7         7       8         9       1         10       0         11       0         12       0         13       1         14       1         15       1         16       7         18       7	Air Travel – Regional (Re-issue) Air Travel – Domestic (Re-issue) Refunds – Air Domestic Refunds – Air Regional Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic	1 1 1 1 4161 1 6327 1 1 14636		R - R - R - R - R - R - R - R - R -	R R R R R R R R R R R R R R R R R R R	- - - - - - - -		R - R - R - R - R - R - R - R -	R R R R R R R R R R R R
6     7       8     1       9     1       10     0       11     0       12     0       13     1       14     1       15     1       16     1       17     1       18     1	Air Travel – Domestic (Re-issue) Refunds – Air Domestic Refunds – Air Regional Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	1 1 1 4161 1 6327 1 1 14636		R - R - R - R - R - R - R - R -	R R R R R R R R R R			R - R - R - R - R - R - R -	R R R R R R R R
7     8       9     10       10     11       12     12       13     12       14     15       16     17       18     1	Refunds – Air Domestic Refunds – Air Regional Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	4161 1 6327 1 1 14636		R - R - R - R - R - R - R -	R R R R R R R R R	- - - -		R - R - R - R - R - R -	R R R R R R
8     1       9     1       10     0       11     0       12     0       13     1       14     1       15     1       16     1       17     1       18     1	Refunds – Air Regional Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	4161 1 6327 1 1 14636		R - R - R - R - R - R -	R R R R R R R	- - - -		R - R - R - R - R -	R R R R R
9     10       11     12       12     13       13     14       15     16       17     18	Refunds – Air International Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	4161 1 6327 1 1 14636		R - R - R - R - R -	R R R R R R	- - - -		R - R - R - R -	R R R R
10     11       11     12       12     13       13     14       15     16       16     17       18     18	Car Rental – Domestic Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	4161 1 6327 1 1 14636		R - R - R - R -	R R R R R			R - R - R - R -	R R R R
11     12       12     13       13     14       15     16       16     17       18     18	Car Rental – Regional Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	1 1 6327 1 1 14636		R - R - R - R -	R R R R			R - R - R -	R R R
12     13       13     14       15     16       17     18	Car Rental – International Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	1 6327 1 1 14636		R - R - R -	R R R			R - R -	R R
13     14       15     16       17     18	Transfers/Shuttle – Domestic Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	6327 1 1 14636		R - R -	R R			R -	R
14 · · · · · · · · · · · · · · · · · · ·	Transfers/Shuttle – Regional Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	1 1 14636		R -	R				
15 · · · · · · · · · · · · · · · · · · ·	Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	1 14636				-		_	
15 · · · · · · · · · · · · · · · · · · ·	Transfers/Shuttle – International Accommodation – Domestic Accommodation – Regional Accommodation – International	14636		R -				R -	R
17 <i>.</i> 18 <i>.</i>	Accommodation – Regional Accommodation – International				R	-		R -	R
18	Accommodation – International	1		R -	R	-		R -	R
18	Accommodation – International			R -	R	-		R -	R
40		1		R -	R	-		R -	R
19 I	Bus/Coach Bookings	82		R -	R	-		R -	R
	Train bookings – International	1		R -	R	-		R -	R
	Visa Assistance								
21	(Provision of documents and advice)	1		R -	R	-		R -	R
22	Courier services for travel documentation (visa &	1		R -	R	-		R -	R
23	SMS Notifications	1			R	-			R
				R -				R -	
24	Parking bookings	1421		R -	R	-		R -	R
25	Cancellations	1		R -	R	-		R -	R
26	Changes to bookings	1		R -	R	-		R -	R
27	After Hours Services	1		R -	R	-		R -	R
28	Additional Ad-hoc Reports (per report)	1		R -	R	-		R -	R
	Customised Reports (per report)	1		R -	R	-		R -	R
	Travel Lodge card Reconciliation								
30	-	1		R -	R	-		R -	R
	Debtors Account Reconciliation			R -	R	-		R -	R
	Other (Specify)			R -	R	-		R -	R
	Other (Specify)	1		R -	R	-		R -	R
	Other (Specify)	1		R -	R	-		R -	R
	Other (Specify)	1		R -	R	-		R -	R
	Other (Specify)	1		R -	R	-		R -	R
	Other (Specify)	1		R -	R	-		R -	R
	Total	40785			R	-			R
tage Split be Ig	etween Online Booking and Traditional		Percentage Traditional	#DIV/0!		#1719/02	Percentage Online	#DIV/0!	#DIV/0!
	VILL BE USED FOR EVALUATION P						#DIV/0!		

1.2 CONFERENCE TRANSACTION FEE

	ltem	Description	Percentage Fee	Comment
		Conference Transaction Fee (as a % of the Total turnover of the event)		This conference transaction fee is fixed for year 1,2 and 3
L				



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#### **TRANSACTION FEE MODEL YEAR 02**

Region 5 : DALRRD HEAD OFFICE

RFP NO:

#### 5/2/2/1 DALRRD-0031(2023/2024) YEAR 02

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS NAME OF BIDDER:

BIDDER NAME

#### 1.1 TRANSACTION FEES

				ADITIONAL BOO		ONLINE BOOKINGS		
ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Pric (incl VAT)
1	Air Travel – International	304		R -	R -		R -	R
2	Air Travel – Regional	1		R -	R -		R -	R
3	Air Travel – Domestic	13824		R -	R -		R -	R
4	Air Travel – International (Re-issue)	1		R -	R -		R -	R
5	Air Travel – Regional (Re-issue)	1		R -	R -		R -	R
6	Air Travel – Domestic (Re-issue)	1		R -	R -		R -	R
7	Refunds – Air Domestic	1		R -	R -		R -	R
8	Refunds – Air Regional	1		R -	R -		R -	R
9	Refunds – Air International	1		R -	R -		R -	R
10	Car Rental – Domestic	4161		R -	R -		R -	R
11	Car Rental – Regional	1		R -	R -		R -	R
12	Car Rental – International	1		R -	R -		R -	R
13	Transfers/Shuttle – Domestic	6327		R -	R -		R -	R
14	Transfers/Shuttle – Regional	1		R -	R -		R -	R
15	Transfers/Shuttle – International	1		R -	R -		R -	R
16	Accommodation – Domestic	14636		R -	R -		R -	R
17	Accommodation – Regional	1		R -	R -		R -	R
18	Accommodation – International	1		R -	R -		R -	R
19	Bus/Coach Bookings	82		R -	R -		R -	R
20	Train bookings – International	1		R -	R -		R -	R
	Visa Assistance							
21	(Provision of documents and advice)	1		R -	R -		R -	R
22	Courier services for travel documentation	1		R -	R -		R -	R R
23	SMS Notifications	1		_	R -		_	ĸ
<b>.</b>				R -	_		R -	6
24	Parking bookings	1421		R -	R -		R -	R
25	Cancellations	1		R -	R -		R -	R
26	Changes to bookings	1		R -	R -		R -	R
27	After Hours Services	1		R -	R -		R -	R
28	Additional Ad-hoc Reports (per report)	1		R -	R -		R -	R
29	Customised Reports (per report)	1		R -	R -		R -	R
30	Travel Lodge card Reconciliation	1		R -	R -		R -	R
31	Debtors Account Reconciliation	1		R -	R -		R -	R
32	Other (Specify)	1		R -	R -		R -	R
33	Other (Specify)	1		R -	R -		R -	R
34	Other (Specify)	1		R -	R -		R -	R
35	Other (Specify)	1		R -	R -		R -	R
36	Other (Specify)	1		R -	R -		R -	R
37	Other (Specify)	1		R -	R -		R -	R
01	Total	40785			R -			R
	it between Online Booking and Traditional		Percentage	#DIV/0!	#DIV/0!	Percentage Online	#DIV/0!	#DIV/0!
Traditional TE THAT WILL BE USED FOR EVALUATION PURPOSES YEAR 02								



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#### **TRANSACTION FEE MODEL YEAR 03**

Region 5 : DALRRD NATIONAL OFFICE

RFP NO:

#### 5/2/2/1 DALRRD-0031 (2023/2024) YEAR 03

RFP NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS NAME OF BIDDER:

BIDDER NAME

#### **1.1 TRANSACTION FEES**

				DITIONAL BOO			DNLINE BOOK	
ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Pri (incl VAT
1	Air Travel – International	304		R -	R -		R -	R
2	Air Travel – Regional	1		R -	R -		R -	R
3	Air Travel – Domestic	13824		R -	R -		R -	R
4	Air Travel – International (Re-issue)	1		R -	R -		R -	R
5	Air Travel – Regional (Re-issue)	1		R -	R -		R -	R
6	Air Travel – Domestic (Re-issue)	1		R -	R -		R -	R
7	Refunds – Air Domestic	1		R -	R -		R -	R
8	Refunds – Air Regional	1		R -	R -		R -	R
9	Refunds – Air International	1		R -	R -		R -	R
10	Car Rental – Domestic	4161		R -	R -		R -	R
11	Car Rental – Regional	1		R -	R -		R -	R
12	Car Rental – International	1		R -	R -		R -	R
13	Transfers/Shuttle – Domestic	6327		R -	R -		R -	R
14	Transfers/Shuttle – Regional	1		R -	R -		R -	R
15	Transfers/Shuttle – International	1		R -	R -		R -	R
16	Accommodation – Domestic	14636		R -	R -		R -	R
17	Accommodation – Regional	1		R -	R -		R -	R
18	Accommodation – International	1		R -	R -		R -	R
19	Bus/Coach Bookings	82		R -	R -		R -	R
20	Train bookings – International	1		R -	R -		R -	R
	Visa Assistance							
21 22	(Provision of documents and advice)	1		R - R -	R - R -		R - R -	R R
22	Courier services for travel documentation SMS Notifications			к -	R -		к -	R
23	SING Notifications	1		_	л -		5	IX
0.4		4.404		R -			R -	D
24	Parking bookings	1421		R -	R -		R -	R
25	Cancellations	1		R -	R -		R -	R
26	Changes to bookings	1		R -	R -		R -	R
27	After Hours Services	1		R -	R -		R -	R
28	Additional Ad-hoc Reports (per report)	1		R -	R -		R -	R
29	Customised Reports (per report)	1		R -	R -		R -	R
30	Travel Lodge card Reconciliation	1		R -	R -		R -	R
31	Debtors Account Reconciliation	1		R -	R -			R
32	Other (Specify)	1		R -	R -		R -	R
33	Other (Specify)	1		R -	R -		R -	R
34	Other (Specify)	1		R -	R -		R -	R
35	Other (Specify)	1		R -	R -		R -	R
36	Other (Specify)	1		R -	R -		R -	R
37	Other (Specify)	1		R -	R -		R -	R
	Total	40785			R -			R
	it between Online Booking and Traditional		Percentage	#DIV/0!	#DIV/0!	Percentage	#DIV/0!	#DIV/0!
ing			Traditional		-	Online		
	T WILL BE USED FOR EVALUATION					#DIV/0!		

Travel Management Services for the period of 36 months at the Department of Agriculture, Land Reform and Rural Development (DALRRD): Region 5							
No	Description	Amount					
1	PRICE THAT WILL BE USED FOR EVALUATION PURPOSES <u>YEAR 01</u>	R					
2	PRICE THAT WILL BE USED FOR EVALUATION PURPOSES <u>YEAR 02</u>	R					
3	PRICE THAT WILL BE USED FOR EVALUATION PURPOSES <u>YEAR 03</u>	R					
	OTAL AMOUNT THAT WILL BE USED FOR TENDER PURPOSES INCLUDING VAT YEAR 01 + YEAR 02 + YEAR 03)						
<ul> <li>5. Period required for commencement with project after acceptance of bid</li></ul>							