



**BID NO: SCMU10-21/22-0003**

**FOR**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, VENUES & FACILITIES, ACCOMMODATION AND RELATED SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A CONTRACT PERIOD OF 36 MONTHS**

**BID DOCUMENT**

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**ISSUED BY**

DEPARTMENT OF TRANSPORT

PRIVATE BAG X0023

**BHISHO**

5605

TEL: (043) 6047 544

FAX: (086) 648 6340

**NAME OF BIDDER:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_



Province of the Eastern Cape  
Department of Transport  
Directorate:  
Sub-directorate:

The provision of Travel Management Services in respect of air travel, car hire, venues & facilities, accommodation and related services for The Department of Transport for a contract period of 36 months  
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For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words) .....

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER: .....

SIGNED ON BEHALF OF THE BIDDER: .....

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## **SECTION 1: BID NOTICE**

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**BID NOTICE NO.: SCMU10-21/22-0003**

Bids are hereby invited for the provision of the provision of Travel Management Services The provision of Travel Management Services in respect of air travel, car hire, venues & facilities, accommodation and related services for The Department of Transport for a contract period of 36 months

Bids documents can be downloaded from eTender Portal Publication website, [www.etenders.gov.za](http://www.etenders.gov.za) and from the Department of Transport website [www.ectransport.gov.za](http://www.ectransport.gov.za) (Procurement/bid notices).

**There will be no site inspection / bidders meeting.**

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Bid number and the Nature of the Service required, and may be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William's town, 5601 not later than 11H00 on Friday 3 December 2021, where the bids will be opened in public.

Bidders must take particular note of the following:

- Bids will be evaluated based on the 80/20 or 90/10 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2011 Regulations thereto and points for B-BBEE status.
- A valid, original or certified copy of a B-BBEE Certificate issued by SANAS or SANAS accredited agencies, or a Sworn or Affidavit, as per the amended B-BBEE codes, must be submitted in order to qualify for preference points. Failure to do so zero points will be allocated for B-BBEE status level. The list of SANAS accredited agencies is available on the Department of Trade and Industry or SANAS website. Bidders tendering in a Joint Venture must submit a consolidated valid B-BBEEE certificate.
- NB: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor, only points for price will be considered.
- The tenderers must ensure that they complete and sign the SBD 1, SBD 4, SBD 6.1, SBD 8 and SBD9.
- Bidders must submit a Centralized Suppliers Database (CSD) Registration Report with the Bid as proof of being registered on the Database, and failure to do so will render the bid non-responsive, and will be disqualified, such report must be within ten [10] days on the closing date of the bid.
- The tenderer or any its directors or shareholders is not listed on the register of tender defaulters in terms of the prevention and compacting of corrupt activities Act of 2004 as a person prohibited from doing business within the public sector.

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- The tenderer has not abused the employers Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.
- The tenderer is in good standing with SARS as verified on the Central Supplier Database.
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS
- **Failure to comply will render the bid non-responsive.**
- The bid shall be held valid for 90 days after the closing date.
- The Department reserves the right not to accept the lowest or any tender.

**No late, posted, telephonic, or faxed bids/proposals will be considered.**

**Enquiries should be directed to:**

**Admin Enquiries**

Mrs. S. Sandi |  
Cell: 067 414 2590  
[siphokazi.sandi@ectransport.gov.za](mailto:siphokazi.sandi@ectransport.gov.za)

**Technical Enquiries**

Mr. P. Nqikashe  
Cell: 067 419 8001  
[philasande.nqikashe@ectransport.gov.za](mailto:philasande.nqikashe@ectransport.gov.za)

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## **SECTION 2: BID CONDITIONS**

**1. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

**2. BID FORM**

All bids shall be made on the bid forms incorporated in this document.

**3. EVIDENCE OF EXPERIENCE OF BIDDERS**

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

- Employer for whom the work was performed;
- Nature of work;
- Value of work;
- Year completed.
- Recommendation / reference letter from previous work completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

**4. COMPLETION OF BIDS**

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

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Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

## **SUBMISSION OF BIDS**

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked

“Bid No: SCMU10-21/22-0003 APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, VENUES & FACILITIES, ACCOMMODATION AND RELATED SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A CONTRACT PERIOD OF 36 MONTHS

and the Bidder's name and address, shall be deposited in the Bid Box situated at **C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William's town, 5601**, not later than 11H00 on 03 December 2021. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

### **5. DATA TO BE FURNISHED AT BID STAGE**

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

### **6. WITHDRAWAL OF BIDS**

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

### **7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY**

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

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The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

## **8. MINIMUM WAGES**

Any bid that contains proposals for wages that are less than the minimum wage according to sector Determination shall be rejected. Firm price for a period of three years including employee increments.

## **9. ACCEPTANCE OR REJECTION OF BIDS**

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

## **10. SITE INSPECTION/BIDDERS MEETING**

There will be no site inspection / bidders meeting.

## **11. FAILURE TO RETURN BID DOCUMENTS**

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

## **12. TAXES AND LEVIES**

Bidders shall include Value Added Tax (VAT) in their bid rates.

## **13. EVALUATION OF BIDS**

Bids will be evaluated based on Functionality and Price based on the 80/20 or 90/10 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto.

### **Price**

80 or 90 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

### **Calculation of points for B-BBEE status level of contribution**

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

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A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of the 20 or 10 points available for the B-BBEE status.

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

**14. BID VALIDITY PERIOD**

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

**15. ACCEPTANCE OF BID**

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

**16. PENALTIES**

In the event that the Contractor fails to deliver services as specified in Chapter 4 "Project Specification", the Employer may deduct 5% of the invoice amount.

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## **SECTION 3: GENERAL CONDITIONS OF CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at [www.treasury.gov.za](http://www.treasury.gov.za).
- Bidders must familiarize themselves with these GCCs

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## **SECTION 4: TERMS OF REFERENCE**

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## **TERMS OF REFERENCE FOR PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A CONTRACT PERIOD OF 36 MONTHS**

### **1. Purpose**

The Department of Transport intends to appoint a reputable service provider(s) to render Travel Management Services for a contract period of thirty-six (36) months.

### **2. Background**

2.1. The Department seeks to enter into an agreement with competent and reputable Travel Management Company (TMC/s) with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements.

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

2.2.1. Programme 1

2.2.2 Programme 2

2.2.3. Programme 3, Programme 5 & GFMS

2.3. 4 Programme 4

### **3. DURATION**

3.1. The contract will run for a period of three (3) years from date of award subject to the signing of the SLA.

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

### 3. TERMINOLOGY

**DoT** means Department of Transport

**Accommodation** means the rental of lodging facilities as per grading in terms of National Treasury Regulations and Department of Transport (DoT) Travel Policy while away from one's place of abode, but on authorised official duty.

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

**Air travel** means travel by airline on authorised official business.

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

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

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

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

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

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

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

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

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**Service Level Agreement (SLA)** is a document that regulates the relationship between the TMC and ECDoT that defines the level of service expected from the TMC.

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

**SCM** means Supply Chain Management

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

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

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

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

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

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

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

**VAT** means Value Added Tax.

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

## SCOPE OF WORK

The department seeks to appoint a Travel Management Company (TMC) in order to achieve the following objectives, namely:

- a) Provide DoT 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 DoT without any degradation in the services;

### Services to be provided as the Travel Agent(s) for DoT should cover the following:

- Air Travel (Domestic & international)
- Vehicle rental and Shuttle Services
- Accommodation
- Venues and Facilities
- Insurance (when travelling outside the borders of South Africa)
- Visa Processing
- Key Account management

### Travel Volumes

DoT historic data based in the past financial years of 2018/19 and 2019/20 indicate that the total volumes per annum for air travel, car hire, accommodation, venues & facilities amount to +-R50 million. The table below details historic data based on trends:

**Table 1**

Item No.	Service Category	Average number of transactions over the past 2 financial years (2018/19 and 2019/20)	
		2018/19	2019/20
1.	Air Travel- Domestic	R2,581, 604.00	R3,329,106.00
2.	Car Rental/ shuttle service	R2,825,601.00	R3,455,404.00
3.	Bus coach bookings		

Item No.	Service Category	Average number of transactions over the past 2 financial years (2018/19 and 2019/20)	
		2018/19	2019/20
4.	Accommodation- Domestic	R33,002,742.00	R43,993,485
5.	Conference package(venue hire, catering, decoration, equipment)	R14,264,301.00	R8,109,506.00
	<b>GRAND TOTAL</b>	<b>R52,674,248.00</b>	<b>R58,887,501.00</b>

**Note:** These figures are historical data based on 2018/19 and 2019/20 trends and they may change during the period of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposals. When costing, bidders must consider the increase in the listed transactions.

#### 4.1. Service Requirements

##### 4.1.1. General

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

- i) 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 and clients where the agreement is that DoT is responsible for the arrangement and cost of travel.
- ii) Provide travel management services during normal office hours (Monday to Friday
- iii) 08h00–17h00) and provide after hours and emergency services, as well as for services during weekends and official holidays where emergency travel service is required.
- iv) The TMC must provide the Department with contact details and be reachable by phone at any time of the day for emergency purposes.
- v) Familiarization with current DoT travel business processes.
- vi) Assist with further negotiations for better deals with travel service providers.

- vii) Familiarization with current DoT Travel Policy and implementations of controls to ensure compliance.
- viii) 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.
- ix) Manage the third party service providers by addressing service failures and complaints against these service providers.
- x) Consolidate all invoices from travel suppliers.

## **4.2. Air Travel**

### **4.2.1. The Travel Management Company will:**

- 4.2.1.1. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required air-tickets and/or vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- 4.2.1.2. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- 4.2.1.3. Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- 4.2.1.4. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- 4.2.1.5. Book the negotiated discounted fares and rates where possible.
- 4.2.1.6. Travel Agent(s) shall promptly issue and deliver accurately sms's or e-mail showing the accurate status of traveller's booking arrangements and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus schedules prior to or during the traveller's official trip, tickets and billing shall be modified or issues to reflect these changes, in order to avoid cancellation of bookings.

- 4.2.1.7. Book parking facilities at the airports where required for the duration of the travel.
- 4.2.1.8. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- 4.2.1.9. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- 4.2.1.10. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- 4.2.1.11. Advise the Traveller of all visa and inoculation requirements well in advance.
- 4.2.1.12. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 4.2.1.13. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- 4.2.1.14. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- 4.2.1.15. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by DoT are non-commissionable, where commissions are earned for DOT bookings all these commissions should be returned to DOT on a quarterly basis.
- 4.2.1.16. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by DOT.
- 4.2.1.17. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per DOT's instructions
- 4.2.1.18. TMC shall provide an information service to notify the department and the traveller of such events as airport closing, cancelled or delayed flights, trains, buses voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination.

### **4.3. Air Travel**

- 4.3.1. Booking and amending air travel arrangements (Domestic and International).
- 4.3.2. Negotiating discounts on standard tariffs for air travel with all available airline companies.
- 4.3.3. Negotiating discounts in travel rands or credits, on accumulated expenditure for air travel with all available airline companies.
- 4.3.4. Issuing electronic tickets (e-ticketing) as introduced and implemented by various service providers.
- 4.3.5. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures, Provincial and National Treasury Instruction Notes and Regulations will be provided to the successful bidders on conclusion of the formal contract.
- 4.3.6. The official travel requirements for the DoT employees / any other individuals travelling in the interests of the Department shall be accorded the highest priority which is timely and effective processing.
- 4.3.7. On exceptional cases official travel including new staff, participants in meetings, interviews and staff from other provinces must be organized on short notice, there by placing a premium on efficient and rapid communication in handling all travel related matters.
- 4.3.8. Travel Agent(s) must ensure that all travelling DoT employees and any other individuals travelling in the interests of the Department shall be accorded the highest priority which is timely and effective processing.
- 4.3.9. Changes in Air Travel Arrangements: In case of changes occurring to the original travel arrangements, the responsible departmental official is to liaise with the travel agent and make necessary arrangements, with the provision that such changes are confirmed in writing ( sms, fax and e-mail).
- 4.3.10. Cancellation of travel: The Departmental official will inform the travel agent(s) of any cancellation. If payment had been made or an invoice has already been submitted to the Department, a credit note will be issued to the Department.

#### **4.4. Insurance (When travelling outside the borders of South Africa)**

The Travel Agent(s) must organise insurance for the minimum but not limited to other risk associated with travelling.

- 4.4.1. Emergency medical and related expenses;
- 4.4.2. Rental car collision damage;
- 4.4.3. Luggage loss;
- 4.4.4. Unforeseen/ Inconvenience circumstances ;
- 4.4.5. and any other insurance cover deemed necessary by the hosting country.

#### **4.5. Airport Parking**

- 4.5.1. Booking and amendments of airport parking arrangements as and when requested.
- 4.5.2. Negotiating discounts on standard tariffs with all available airport parking providers.

#### **4.6. Vehicle Rental**

- 4.5.1. Booking and amendments of car hire arrangements as and when requested.
- 4.5.2. Negotiating discounts on standard tariffs or reduced tariffs for car rental with all available car hire companies.
- 4.5.3. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures will be provided to the successful bidders on conclusion of the formal contract.

#### **4.7. Train and Bus/Shuttle Travel Service**

- 4.6.1. Booking and amendments of shuttle arrangements as and when requested (domestic and international).
- 4.6.2. Negotiating discounts on standard tariffs or reduced tariffs with all available shuttle providers.

#### **4.8. Accommodation**

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

- 4.7.2. Negotiating discounts on standard tariffs or reduced tariffs with all available accommodation providers. A minimum qualifying rating in respect of different departmental post bands in conjunction with existing austerity measures will be provided to the successful bidders on conclusion of the formal contract.
- 4.7.3. Confirming the suitability of accommodation facilities and ensure that they meet the acceptable standards/requirements of the department.

#### **4.9. Conferences/Workshops/any other venues and facilities as required by the Department of Transport**

- 4.9.1. Booking and amendments of conference arrangements with hotels, guest houses, lodges, venues and facilities etc. as and when required.
- 4.9.2. Negotiate discounts on standard tariffs or reduced tariffs with the relevant service providers which must be passed on to the Department of Transport.
- 4.9.3. A minimum qualifying rating in respect of conferences/workshops/ Department of Transport's events in conjunction with existing austerity measures, Provincial and National Practice Notes or Regulations will be provided to the successful bidders on conclusion of the formal contract.

#### **4.10. Support Services**

- 4.10.1. Travel Office:
  - 4.10.1.1. Must have establish and maintain a fully-fledged and well-equipped office with adequate and experienced staff.
  - 4.10.1.2. Expenses for the specialized furniture, equipment, telephone/fax call expenses, salaries and any other running expenses will be for the cost of the successful bidder.
  - 4.10.1.3. The establishment must be in line with the regulations the reputable TMC accreditation institution/body.

#### **4.11. Other Services**

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

#### **4.12. Delivery Service**

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

#### **4.13. After-Hour Service**

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

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

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

#### **4.14. Management Reports**

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

4.14.2. Each Programme must have their individual report/s.

4.14.3. An all-inclusive report reflecting expenditure for a Programmes, MEC and HoD must be compiled and submitted to Head Office within the same period.

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

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

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

#### **4.15. Departmental Travel and Accommodation policies and procedures**

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

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

4.15.3. The training of TMC staff on departmental policies and procedures will be provided by Department of Transport.

#### **4.16. Quarterly Reviews**

4.16.1. The TMC/s must ensure that travel suppliers provide the best service to the Department of Transport.

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

#### **4.17. Operational Service Level Agreement (SLA)**

4.17.1. An Operational Service Level Agreement pertaining to this contract will be concluded between the successful bidder/s and the Department of Transport.

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

#### **4.18. Workshops and Surveys**

4.18.1. The TMC must convene half yearly workshops and meetings with Department of Transport and travel suppliers and conduct surveys to measure client satisfaction.

4.18.2. The half yearly workshops and meetings must take place in all Department of Transport offices Head Office and District Offices.

#### **4.19. Other General Requirements**

4.19.1. Travel Orders/Open Vouchers Reports.

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

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

4.19.4. An example of the Travel Orders/Open Vouchers Report must be attached to the bid proposal

#### **4.20. After-Hours Reports**

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

#### **4.21. Tariff/Discount Adjustments**

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

4.21.2. Documentary proof of standard tariffs will be obtained by the TMC/s and be made available to Department of Transport.

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

#### **4.22. Payment**

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

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

4.22.3. All payments shall be made within 30 days on receipt of the invoice in line with the Public Finance

4.22.4. Management Act (PFMA) and Department of Transport's Financial Management Policies and Procedures.

#### **4.23. Human Resources**

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

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

- 4.23.3. As stated in the elimination criteria the TMC must appoint an adequate number of account officials who shall efficiently and properly reconcile the Department of Transport travel and accommodation account.
- 4.23.4. The TMC must nominate dedicated person(s) to process travel arrangements for the Member of the Executive Authority of the Department (MEC) and the Head of Department (HoD). Any changes in respect of the nominated person(s) must be communicated with the Department in writing within five (5) working days.
- 4.23.5. Any request from either the MEC or HoD office must be treated with extreme confidentiality and the nominated person(s) must sign a confidentiality agreement in this regard.
- 4.23.6. The Department of Transport must be provided with a copy(s) of such agreement(s) immediately when the nominated person(s) take office.

#### **4.24. Normal Operating Hours**

- 4.24.1. The TMC must provide the travel services from 08:00 to 16:30, Mondays to Fridays.
- 4.24.2. An after hour and emergency services number must be established (24hour basis).
- 4.24.3. Bidders must indicate separately (separate from the prescribed price proposal) which other value-add support services are available and the cost thereof.

### **5. RESPONSIBILITIES**

#### **The Department of Transport shall:**

- 5.1. Provide the successful TMC/s with reasonable information relating to the travel and accommodation services required as well as Department of Transport's internal policies and procedures regulating travel and accommodation services.
- 5.2. The officials in Directorates of the Department of Transport who are responsible for arranging and facilitating travel and accommodation, will be responsible for the following:
- 5.2.1. Giving the TMC/s the necessary detail so that the required travel and/or accommodation requirements are understood. In this regard, the following will have been considered
- 5.2.2. Official nature of the travel and requirements;
- 5.2.3. Departure and arrival points/dates and any type of required travel;
- 5.2.4. Departure and arrival dates and type of accommodation required in line with austerity measures and procedures of the Department;
- 5.2.5. Any other specific requirements relating to, for an example, passenger;

- 5.2.6. Class in aircraft to be provided, vehicle rental etc.
- 5.3. All these must be in line with the existing austerity measures, policies and procedures of the Department of Transport.
- 5.4. Furnish the TMC with the request for official travel and accommodation (Annexure D 16.4.1) approved by the delegated official as per the delegations of the Department of Transport.
- 5.5. Furnish the TMC/s with specimen signatures of officials delegated to authorize travel and accommodation expenditure in line with annexure "D"
- 5.6. Perform account and invoice reconciliation and confirm accuracy before payment of effected.

**The TMC/s shall:**

- 5.7. Make travel bookings (domestic and international) in line with Department of Transport's Travel and accommodation procedures, delegations or austerity measures that may be applicable at the time;
- 5.8. Suggest alternative options that can contribute towards achieving financial savings;
- 5.9. Timely deliver travel documentation (vouchers, etc.) to travelers after receipt of a Travel Request Form with an order number from an authorized Department of Transport official;
- 5.10. After hours travel arrangements shall be treated differently.

## **6. INVOICING**

**The TMC/s shall:**

- 6.1. Timely submit invoices as proof that the required services have been rendered and used, so that payment can be made by Department of Transport;
- 6.2. Submit correct invoices with correct supporting documentation (laundry slips, meals slips, etc.);
- 6.3. Submit only final invoices, not partial ones (e.g. invoice with outstanding laundry slips shall not be acceptable, etc.)
- 6.4. Ensure that invoices are submitted within the 1st week of the previous month.
- 6.5. Submit proof of all travel services that have been cancelled;
- 6.6. Bear the cost of the travel services procured without following the Travel and Accommodation processes and procedures of the Department of Transport by the Travel Consultants.

## **7. OPERATIONS**

### **The TMC/s shall**

- 7.1. Maintain confidentiality with regard to all Department of Transport operations and all Department of Transport travelers and only release travel related information to authorized Department of Transport officials and upon award shall further be required to sign a non-disclosure agreement.
- 7.2. Supply names, addresses and telephone numbers of all branch offices, inside and outside the Province.
- 7.3. Supply an after-hour telephone number which shall be accessible at all times.
- 7.4. Manage the internal disputes among its staff such that Department of Transport is not affected by those disputes. When making bookings for travel and accommodation, preference must be given to the instruction of the officials who made the bookings in respect of dates, routes, preferred seating, preferred food i.e. vegetarian, halaal location, availability of parking facilities, distance from airports, public transport etc. for accommodation.
- 7.5. Alternative arrangements must be timely suggested if preferred seating, or accommodation arrangement is impossible or if it can be proven that with deviations to the original arrangements, financial savings can be realized.
- 7.6. Issue a travel documentation upon receipt of an approved request for official travel and accommodation.
- 7.7. The onus is upon the TMC/s to ensure that all officials dedicated to the Department of Transport travel accounts fully understand Department of Transport travel and accommodation requirements including process and procedures relating to travel and accommodation.
- 7.8. The TMC/s must put in place measures to secure its machinery and equipment/furniture or any contents used by the TMC for their office.
- 7.9. The Department of Transport will not be liable for any break-ins, loses and damages suffered by the TMC's and its personnel.

## **8. SUPPORTING/VALUE-ADDED SERVICES**

8.1. The TMC must provide the following value added services:

8.1.1. Destination information for domestic and international destinations:

- i) Health warnings;
- ii) Weather forecasts;

- iii) Places of interest;
- iv) Visa information;
- v) Travel alerts;
- vi) Location of hotels and restaurants;
- vii) Information including the cost of public transport;
- viii) Rules and procedures of the airports;
- ix) Business etiquette specific to the country;
- x) Airline luggage policy; and
- xi) Supplier updates

8.1.2. Electronic voucher retrieval via web and smart phones;

8.1.3. SMS notifications for travel confirmations;

8.1.4. Travel audits;

8.1.5. Global Travel Risk Management;

8.1.6. VIP services for Executives that include, but is not limited to check-in support.

8.2. This must be attached to the bid proposal.

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

## **9. General Requirements with Regard to Personnel upon Signing a Contract**

9.1. All personnel shall be outfitted with uniforms and equipment necessary for the performance of their duties.

9.2. The Contractor undertakes to employ only such persons for the performance of the function and/or duties in connection with the project on the site as the Employer may approve in writing. The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract.

- 9.3. If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- 9.4. In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer; and
- 9.5. Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all available information upon request.
- 9.6. The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area and the Employer shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.

## **10. General Requirements**

- 10.1. The Contractor must be able to perform work when required
- 10.2. At his Headquarters, proper staff files of all security staff in his service that is employed for service shall be kept up to date by the Contractor and be available for inspections by the Employer. The appropriate documents shall include, inter-alia, scholastic, registration and medical certificates and security clearances
- 10.3. The Contractor shall implement an approved control system such as a registers (sign in and out) to provide physical evidence of the presence of all employees on site at all times. Data sheets shall be supplied to the representative at his request and shall be submitted with payment certificates.
- 10.4. All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- 10.5. Employees shall not work for more than 12-hour shifts.
- 10.6. The Contractor shall at all times provide the necessary random night supervision on site.

## **11. Training of Personnel**

- 11.1. The Contractor shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.
- 11.2. New personnel must be mentored by existing personnel to allow for a proper induction phase.
- 11.3. The Contractor is responsible for the training of his staff at the centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Employer's Emergency Co-ordinator.
- 11.4. Should any employee of the Contractor not perform his duties to the satisfaction of the Employer, the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.<sup>6</sup>
- 11.5. The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

## **12. Supply and Maintenance of Equipment**

All equipment including hand radios and other communication equipment, vehicles and any other equipment necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer.

## **13. Occupational Health and Safety**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

13.1. The contractor: -

13.1.1. acknowledges that it is fully aware of the terms and conditions of the Act;

- 13.1.2. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act accepts accountability for its employees and subcontractors to the extent that such employees and subcontractors (including any other personnel) contravene the provisions of the Act;
- 13.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.
- 13.2. The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.
- 13.3. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

## **14. Service Level Agreement**

It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

## **15. Breach and Termination**

Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

## **16. Loss and Damage**

Contractor hereby indemnifies the State/Employer/Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

## **17. Transfer Management**

Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the

Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

## **18. Sub-Contractors**

The contractor may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given the contractor shall remain liable to Employer for the performance of the Services.

## **19. Strikes**

The Contractor undertakes that strikes by his personnel will not influence the rendering of this service.

## **20. Insurance and Indemnity**

- 20.1. The contractor shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department of Transport which he/she is contracted to secure. The Contractor shall immediately inform the Department of such loss, damage, destruction or theft.
- 20.2. The contractor shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:
  - 20.2.1. The Employer, its officers, agents and employees shall be named as additional insurers there under.
  - 20.2.2. The Contractor's policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner averse to the Employer.
  - 20.2.3. The Contractor's insurers waive rights of subrogation against the Employer, its officers, employees and agents to the extent of the contractor's indemnification obligations set forth Herein: and

20.2.4. The Contractor's insurance policy is endorsed to include a cross-liability clause.

20.3. The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

20.4. The Employer agrees that it will give to the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defense of the same to the extent of its own interest.

**21.** Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

## **22. PRICING MODEL**

DOT requires bidders to do pricing based on the transactional fee model off-site services.

### **Transactional Fee Model (Off Site).**

22.1. Transaction Fees

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. All prices must be quoted in rand value.

## **23. Minimum Requirements**

23.1. A company must have executed two (2) corporate travel management service contracts to a combined value of 5 million combined (inclusive of quotation) in the last five (5) years.

23.2. Confirmation letter from the client depicting annual expenditure for the contract duration

- 23.3. The key personnel experience –The Travel Manager, Accountant and system administrator must have a minimum of three (3) years' experience:
- Provide CVs of the Travel Manager, Finance Manager / Branch Accountant and System Administrator in order to ascertain the experience and expertise of the project team/ key personnel. CVs should clearly specify the person's name, position in the firm, functions and years of experience with at least three (3) referees.
- 23.4. The bidder must have a fully functional branch/office within the Eastern Cape Province. Proof in form of municipal account or valid lease agreement with proof of latest rental payment for the past three months prior to closing date of the bid must be provided with the bid. A bidder must provide proof of intention to lease office space.
- 23.5. A computer reservations system description of the administration process to book, confirm and communicate air, land travel and accommodation. E.g Galileo / Amadeus. Bidder to provide proof of active licensing.
- 23.6. In addition to the above, bidders are required to provide documentary proof of the following:
- A letter of good standing from the bank or the lending institution - registered (FSP), indicating financial capacity of the bidder, indicating that there were no dishonoured debits in the 12 months.
  - The bidder must also describe how they will implement the negotiated rates and maximum allowable rates established by National Treasury, describe how they will manage the 30 day bill back account facility, describe how pre-payments will be handled where it is required for smaller Bed & Breakfast/ Guest House facilities and describe how invoicing will be handled including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to the Department of Transport.

**NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and will not be considered.**

## 24. Monitoring and Reporting

- Establishment of the Project Management Steering committee to comprise of DOT Contracts Management, End User, Service Provider and any other stake holder relevant to the project

- A project steering committee will be established to monitor performance and certify invoices prior to payment.

## **25. Duration of The Project**

- The term of the project will be thirty-six (36) months from the date of acceptance of the award/ purchase order.

## **26. Validity of BID**

- The validity of the offer is ninety (90) days.

## **27. General conditions of Contract**

- The latest general conditions of contract law will apply.
- Where special conditions of the contract are in conflict with these general conditions, the special conditions shall apply.

## **28. Special Conditions of Contract**

### **a. Conditions of Contract**

- The service provider awarded the contract is expected to charge fees at the rates not higher than those issued by the Department of Labour
- The ceiling price of the bid to be completed on the Pricing Schedule form must reflect all costs including VAT and disbursements.
- No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and filled in black ink will be accepted.
- It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.
- The Department shall not enter into a contract where a company has directors, partners or employees who are employed by the state where permission has not been granted by the Executive Authority.
- All documents submitted and/or produced shall become the property of the DOT.

- The service provider undertakes to provide the professional resources required to attain the project objectives.
- Service Providers who have entered into a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- Bidders are requested to submit one envelope marked on the outside indicating the name of the bidding company (Bidder) and the bid number;
- The overall price must be in **Rand** and must be inclusive of VAT where applicable;
- The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- The service provider undertakes to act as an independent contractor in respect of all work to be done.
- The service provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between DOT and third parties;
- The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the DOT;
- The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the DOT;
- B-BBEE level certificate must be provided where necessary (Original document or original certified copy)
- Joint ventures or Consortiums must submit a consolidated BBEE level Certificate / sworn affidavit.
- The service provider must be registered in the Centralised Supplier Database (CSD); The CSD registration report must have been printed at least ten (10) days prior the closing date of the bid
- It's the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.

- DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;
- The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;
- Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- All the submitted documents must be completed in full and signed where necessary.
- In cases where two or more bidders attain equal number of points in all aspects of evaluation, the bidder who has the highest B-BBEE points will be the preferred bidder.
- If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for B-BBEE, the bidder who has the highest points for functionality will be the preferred bidder.
- In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- Failure to submit the documentation as prescribed may lead to the bid being considered nonresponsive and subsequently rejected / not considered.

## **29. Evaluation Criteria**

- Bids will be evaluated on a 80/20 OR 90/10 point system within the ambit of the Preferential Procurement Policy Framework Act (PPPFA) No.5 of 2000 and section 38(1)(a)(iii) of the Public Finance Management Act 1 of 1999 as amended by Act NO.29 of 1999 and Preference Procurement Regulations 2017;
- The evaluation will be carried out in two phases, namely, “functionality” and “price”. Bidders are requested to submit one envelope
- Functionality will be evaluated separately to determine the responsiveness of the bids. The minimum qualifying percentage that will be accepted for functionality is 60%. A bidder who does not obtain a minimum of 60% will be disqualified;
- The final score will be obtained by adding points obtained for price to the preference points;

NB: Points score will be rounded to the nearest two (2) decimals

**Functionality**

$$Ps = \frac{So * Ap}{Ms}$$

Ms

Where

Ps = Points scored for functionality by bid/proposal under consideration

So = Score of the bid under consideration

Ms = Maximum possible scored.

Ap = Percentage allocated for functionality.

- Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities.
- The percentages allocated by all panel members must be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality;
- The minimum qualifying percentage that will be accepted for functionality is 60%;
- Bids/proposal that do not score the specified minimum percentage for functionality will be disqualified.

**PRICE**

The 80/20 preference points system:

- $Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$

or

The 90/10 preference points system:

- $Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$

Where

- Ps = Points scored for price by bid under consideration
- Pmin = Lowest acceptable consideration
- Pt = Price of bid under consideration

NB: - The department is under no obligation to award the bid to the bidder scoring the highest or lowest points.

The following information for functionality and weights will be considered in the evaluation of all applications received.

1: Poor, 2: Acceptable, 3: Good, 4: Very Good, 5: Excellent

### 30. Awarding of Points for Functionality and Price

#### Functionality

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
Company experience relevant to the scope of work	25	<ul style="list-style-type: none"> <li>4 and above contracts awarded with an expenditure to the value of R5 Million</li> <li>Award letters and reference letters in the client's letter heads signed by the authorized individual</li> </ul>	5	
		<ul style="list-style-type: none"> <li>2 - 3 contract award with an expenditure to the value of R5 Million</li> <li>Award letters and reference letters in the client's letter heads signed by the authorized individual</li> </ul>	3	
		<ul style="list-style-type: none"> <li>1 contract award with an expenditure to the value of R5 Million</li> <li>Award letters and reference letters in the client's letter heads signed by the authorized individual</li> </ul>	2	
Experience of key personnel linked to the project: Travel Manager	25	<ul style="list-style-type: none"> <li>Six (6) or more years' experience in a supervisory position</li> <li>CV must be attached</li> </ul>	5	
		<ul style="list-style-type: none"> <li>Four (4) to Five (5) years' experience in a supervisory position</li> <li>CV must be attached</li> </ul>	3	
		<ul style="list-style-type: none"> <li>Minimum of three (3) years' experience in a supervisory position</li> <li>CV must be attached</li> </ul>	2	
Locality	50	<ul style="list-style-type: none"> <li>Company based within the Eastern Cape</li> <li>Municipality utility account / Proof of lease agreement / Proof of residence confirmed by relevant authority</li> </ul>	5	
		<ul style="list-style-type: none"> <li>Company outside the Eastern Cape</li> </ul>	2	
<b>TOTAL POINTS</b>	<b>100</b>			

### 31. Preferential Claims

Points scored for specified goals as contemplated by the PPPFA and its regulations are then calculated separately and added to the points scored for price to obtain the final score.

### 32. Specified Goals

Calculation of points for BBBEE status level of contributor will be allocated in the following manner

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

The points scored for price must be added to the points scored for BBBEE status level of contribution to obtain the bidder's total points scored out of 100.

In the event that two or more bids have equal total points, the successful bid will be the one with the highest points for BBBEE.

In the event that two or more bids are equal in all respects, the successful bidder will be the one with the highest functionality percentage and the last option will be the drawing of lots.

### 33. Compulsory Briefing & Closing Date

**There will be no site inspection / bidders meeting.**

**34.** The closing date for submission is **Friday 03 December 2021** at **11h00**. Documents will be submitted at the Department of Transport in King Williams Town, in the tender box at the ground floor C Block Foyer, Old Building, Stellenbosch Park, King William's Town, 5601.

Submitted documents must be composed of the following:  
Tender check list

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- SBD 1 - Invitation to Bid
- SBD 3.1 - Pricing Schedule
- SBD 4 - Declaration of interest
- SBD 6.1 - Preference Points Claim Form
- SBD 7.2 - Contract Form for Services
- SBD 8 - Declaration of bidders past supply chain management practices
- SBD 9 - Certificate of independent Bid determination
- Original or certified original copy of B-BBEE level verification certificate or consolidated B-BBEE Status Level Verification Certificate or sworn affidavit
- Tax Compliance Status PIN / CSD registration report
- Letters of reference from previous clients (Must be in logo of that particular institution) with office telephone details.

### 35. Bid Enquiries

Please refer all enquiries to the following personnel:

**Supply Chain Management:**

**Siphokazi Sandi**

**Cellphone No.: 067 414 2590**

**Email: [siphokazi.sandi@ectransport.gov.za](mailto:siphokazi.sandi@ectransport.gov.za)**

**Technical Enquiries:**

**Mr. Pilasande Nqikashe**

**Cellphone No.: 067 419 8001**

**[philasande.nqikashe@ectransport.gov.za](mailto:philasande.nqikashe@ectransport.gov.za)**

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## **SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER**

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**BID FORM**

**Bid No: SCMU10-21/22-0003**

**Closing time and date: 11h00 03/12/2021**

This bid shall remain binding for a period of 90 days calculated from the closing date of the bid

I/We the \*undersigned hereby offer to the Eastern Cape Department of Transport herein represented by the Accounting Officer (hereinafter referred to as the "Chief Executive", to provide all the personnel, equipment and everything which is or may be necessary in and for the provision of Travel Management Services in respect of air travel, car hire, venues & facilities, accommodation and related services for the Department of Transport for a contract period of 36 months in execution of the Contract in accordance with the Specifications, Conditions of Contract and subject to the Bid Conditions, to the entire satisfaction of the Accounting Officer for the Bid Price (including VAT) of:

BID PRICE: = R.....  
15% VAT R.....  
TOTAL R.....

Full Trading Name:.....

Address (Business):.....  
.....

Telephone No (Business):.....

Telex-/Fax No:.....

Bankers (specify branch and telephone No):.....

Registration number at EC Treasury:.....

I/We acknowledge that I/we am/are fully acquainted with the contents of the Bid Conditions and that I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our bid and that I/we elect *domicilium citandi et executandi* in the Republic at:

.....  
.....

Has the declaration of interest (ECBD4) been duly completed? 

Yes		No	
-----	--	----	--

and included with the other bid forms?

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Any bid received which does not include unit prices, itemized prices or any relevant information as requested in the specification may be rejected.

.....  
WITNESS  
.....

.....  
PLACE

SIGNATURE OF BIDDER

.....  
NAME OF BIDDER

.....  
CAPACITY

.....  
DATE

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**SBD1**

**PART A  
 INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU10-20/21 0003	CLOSING DATE:	03 December 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, VENUES & FACILITIES, ACCOMMODATION AND RELATED SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A CONTRACT PERIOD OF 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
 SITUATED AT (STREET ADDRESS)

<b>DEPARTMENT OF TRANSPORT OFFICES</b>					
<b>BLOCK C ENTRANCE FOYER, OLD BUILDING</b>					
<b>KING WILLIAM'S TOWN</b>					
<b>5601</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY			
CONTACT PERSON	S. Sandi	CONTACT PERSON	P Nqikashe
TELEPHONE NUMBER	067 414 2590	TELEPHONE NUMBER	067 419 8001
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	siphokazi.zandi@ectransport.gov.za	E-MAIL ADDRESS	philasande.Nqikashe@ectransport.gov.za

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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SBD 3.1

**PRICING SCHEDULE – FIRM PRICES  
 (PURCHASES)**

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

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

Name of bidder.....	Bid number: <b>SCMU10-20/21-0003</b>
Closing Time 11:00	Closing date: <b>03 December 2021</b>

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

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

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

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

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

\*Delete if not applicable

**SBD 4**

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed: .....  
Position occupied in the state institution: .....
- Any other particulars:  
.....  
.....  
.....
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:  
.....  
.....  
.....
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.  
.....  
.....  
.....
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

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2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Number	Income Reference	State Employee Number / Peral Number

**4 DECLARATION**

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed / not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20.
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

i

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

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

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

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

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

8.1 Name of company/firm .....

8.2 VAT registration number .....

8.3 Company registration number .....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)  
.....

2. ....

DATE:.....

ADDRESS:.....

.....

.....

**CONTRACT FORM – RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: SCMU10-20/21-0003 at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference Certificates in terms of the Preferential Procurement Regulations 2011
    - Special Conditions of Contract;
  
  - ii) General Conditions of Contract; and
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorized to sign this contract.

**WITNESSES:**

1. .... DATE
  
2. .... DATE

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.....  
NAME OF FIRM

.....  
CAPACITY

SIGNATURE OF BIDDER

**SBD 7.2**

**CONTRACT FORM – RENDERING OF SERVICES**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, ..... in my capacity as..... accept your bid under reference number SCMU10-20/21/0003 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
Provision of Travel Management Services in respect of air travel, car hire, accommodation and related services for the Department of Transport for a contract period of 36 months	R.....		

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

WITNESSES:

1. .... DATE
2. .... DATE

Official Stamp

SIGNATURE

**SBD8**

**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of supply management system.
3. The bid of any bidder may be disregarded if that bidder or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any other previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's data base as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this data base were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</b>		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ,click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445</b>		
4.2.1	If so, furnish particulars :		
4.3	Was the bidder or any of its directors convicted of fraud by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars		
4.4	Was any contract between the bidder and any organ of the state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so furnish particulars		

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**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

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

<sup>3</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.**

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**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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**PRICING SCHEDULE**

## TRAVEL MANAGEMENT PRICING SCHEDULE

Transaction Type	Unit	Quantity	Service Fee (excl VAT)	Service Fee (incl VAT)
<b>Flights</b>				
Air Travel – Domestic	<b>Per Ticket</b>	<b>1</b>	R	R
Air Travel – Regional	<b>Per Ticket</b>	<b>1</b>	R	R
Air Travel –International	<b>Per Ticket</b>	<b>1</b>	R	R
Air Travel – Domestic (Re-issue)	<b>Per Ticket</b>	<b>1</b>	R	R
Air Travel – Regional (Re-issue)	<b>Per Ticket</b>	<b>1</b>	R	R
Air Travel –International (Re-issue)	<b>Per Ticket</b>	<b>1</b>	R	R
Refunds – Air Domestic	<b>Per Ticket</b>	<b>1</b>	R	R
Refunds – Air Regional	<b>Per Ticket</b>	<b>1</b>	R	R
Refunds – Air International	<b>Per Ticket</b>	<b>1</b>	R	R
<b>Accommodation</b>				
Accommodation – Domestic	<b>Per Person</b>	<b>1</b>	R	R
Accommodation – Regional	<b>Per Person</b>	<b>1</b>	R	R
Accommodation – International	<b>Per Person</b>	<b>1</b>	R	R
<b>Car Hire</b>				
Car Rental – Domestic	<b>Per Booking</b>	<b>1</b>	R	R
Car Rental – Regional	<b>Per Booking</b>	<b>1</b>	R	R
Car Rental – International	<b>Per Booking</b>	<b>1</b>	R	R
Transfers/Shuttle – Domestic	<b>Per Booking</b>	<b>1</b>	R	R
Transfers/Shuttle – Regional	<b>Per Booking</b>	<b>1</b>	R	R
Transfers/Shuttle – International	<b>Per Booking</b>	<b>1</b>	R	R
Bus/Coach Bookings	<b>Per Booking</b>	<b>1</b>	R	R
<b>Other Services</b>				
Parking bookings	<b>Per ticket</b>	<b>1</b>	R	R
Cancellations		<b>1</b>	R	R
Changes to bookings	<b>Per booking</b>	<b>1</b>	R	R
After Hours Services		<b>1</b>	R	R
Additional Ad-hoc Reports (per report)		<b>1</b>	R	R
Debtors Account Reconciliation		<b>1</b>	R	R
<b>Provisional Sum Per Year</b>				

### Conference venues & Facilities

Description	Percentage Fee
Conference Transaction Fee (as a % of the Total turnover of the event)	

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<b>BID PRICING FORM</b>
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For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

**Total Price (amount in words):**.....

.....

....., inclusive of VAT

**Total Price (amount in figures) R** ....., inclusive of VAT

**NAME OF BIDDER:** .....

**SIGNED ON BEHALF OF THE BIDDER:** .....