



Province of the
EASTERN CAPE
COMMUNITY SAFETY

Corner Independence Avenue and Circular Drive, Bisho, 5601, Eastern Cape
Private Bag X0057, Bisho, 5606 REPUBLIC OF SOUTH AFRICA Website: www.ecprov.gov.za

Terms of Reference

**RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL,
CAR HIRE, VENUES & FACILITIES, ACCOMMODATION AND RELATED SERVICES TO
THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**

QUOTATION NUMBER

SCMU15-23/24-002

NAME OF BIDDER:

CLOSING DATE: 06/10/2023

CLOSING TIME: 11:00

**Issued by:
Supply Chain Management Unit
Department of Community Safety
Corner Independence Avenue and Circular Drive
Bisho
5605**

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INVITATION FOR BID

PROJECT NAME: RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, VENUES & FACILITIES, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The Department of Community Safety seeks services of a suitable, experienced, and capable service provider to render travel management services in respect of air travel, car hire, venues and facilities, accommodation and related services for a period of thirty-six (36) months. Interested bidders must meet the following minimum requirements:

- Must provide proof of current registration with the Association of South African Travel Agents (ASATA) and International Air Transport Association (IATA).
- Must have been involved in the industry for a minimum of two (2) years. The bidder must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and must have been signed preferably by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers. The reference letter must be accompanied by the official purchase order from the relevant government institution.
- Each bidder must have rendered services to the minimum value of cumulative R2000 000.00 as proof of financial strength.
- Must provide proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).

A compulsory briefing meeting will be held at the Department of Community Safety's Main Boardroom (Second Floor) situated at Corner Independence Avenue and Circular Drive, Bisho on **21/09/2023** at **10h00**. Bidders who arrived after **10h30** will not be allowed to attend the session.

A bidder shall have to achieve at least 42 of the 60 points allocated for functionality (i.e., 70%) in order to qualify for the next stage of evaluation.

Completed Quotation/Bid documents, should be placed in a sealed envelope and deposited into the Bid Box situated at Corner Independence Avenue and Circular Drive, Bisho (Ground Floor) at the Department of Community Safety, Bisho on or before **06/10/2023**, clearly marked: **"Rendering of travel management services in respect of air travel, car hire, venues & facilities, accommodation and related services to the Department of Community Safety for a period of thirty-six (36) months: SCMU15-23/24-002"**.

AWARDING OF POINTS

Bidders will be evaluated in terms of the Revised Preferential Procurement Regulations 2022.

ITEM	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL	100

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- (a) The Department's Supply Chain Management Policy will apply.
- (b) The Department does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- (c) Bids which are late, or submitted by facsimile or electronically, will not be accepted and will render the bid non-responsive.
- (d) Bids submitted will remain valid for a period of 90 days.
- (e) The supporting documents must remain intact.
- (f) Declaration pages must be fully completed and signed.
- (g) The Department of Community Safety shall not do business with any person who is in the service of the state.
- (h) The information obtained from bidders will be used solely to evaluate the bids and shall be handled in compliance with the Protection of Personal Information Act (POPIA) of 2013.

Please refer all SCM enquiries to Mr. A. Mpeta at **079 496 3943** (email- Awonke.Mpeta@safetyec.gov.za) or Mr. K Nqini (SCM) at **079 880 8044** (email- khayaletu.nqini@safetyec.gov.za) during normal office hours viz. 08:00 – 16h30.



MR. V.W Mapolisa
HEAD OF DEPARTMENT

TERMS OF REFERENCE

PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS: SCMU15-23/24-002

1. PURPOSE

The Eastern Cape Department of Community Safety wishes to appoint a suitable service provider to render travel management services in respect of air travel, car hire, venues & facilities, accommodation, and related services to the Department of Community Safety for a period of thirty-six (36) months.

1. BACKGROUND

The existing travel management service contract with the current service provider is coming to an end. To improve service delivery requirements as well as to attain value for money, the department therefore seeks to secure services of a competent service provider through a competitive bidding process for the rendition of travel management services to achieve its mandate and address its challenges given the geographic spread of its stakeholders. Departmental officials and stakeholders are expected to travel extensively within the Province of Eastern Cape, nationally and in some instances internationally.

2. LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax legislation

3.1.1 Bidders must be compliant when submitting a proposal to DCS and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income tax Act, 1962 (Act No. 58 of 1962) and Value Added tax Act, 1991 (Act No. 89 of 1991). Bidder's tax compliance status must be verified prior to the finalisation of the award of the bid and where possible a reasonable period must be given to the bidder to sort its tax matters. Where services have been delivered satisfactorily without any dispute, the department will not delay processing payment of invoices because of outstanding tax matters, unless directed otherwise by the South African revenue Services.

3.1.2 It is the condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangement have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

3.1.3 The Tax Compliance Status Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

3.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance and by submitting this bid such confirmation is deemed to have been granted.

3.1.5 Bidders are required to be registered on the Central Supplier Database and the DCS shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.6 Where Consortia/ Joint Ventures/ Sub- contractors are involved; each party must be registered on the Central supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2 Procurement Legislation

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

3.3 Local Economic Development Procurement Framework

In its procurement processes, DCS employs contents of the Framework of Local Economic Development (LED), with the purpose of ensuring maximum retention of Provincial fiscal spend in the province. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes, in so doing ensuring that at least 60% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province.

3.4 Technical Legislation and/ or Standards

Bidder(s) should be cognisant of the legislation and/ or standards particularly:

4.4.1 National Treasury Instruction No 06, National Travel Framework

4.4.2 National Treasury Instruction No 07 of 2022/23 Cost Containment Measures related to Travel and Subsistence

3. DEFINITIONS

DCS- means Department of Community Safety

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 8h00 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.

Department means the organ of state, Department or Public Entity that requires the provision of travel management services, in this case DCS.

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.

gCommerce refers to the Government's buy-site for transversal contracts.

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

Lodge Card is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is “lodged” with the TMC at to which all expenditure is charged.

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

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

Service Level Agreement (SLA) is a contract between the TMC and Government 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.

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

Traditional Booking / Offsite Booking is when an official sends the request for travel to the TMC and TMC execute that request from start to finish e.g., your current environment currently on traditional booking.

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.

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.

4. BRIEFING SESSION

A compulsory briefing and clarification session will be held on **21/09/2023** at 10h00, at the following venue: Corner Independence Avenue and Circular Drive, Bisho, Main Boardroom,

No bidders will be allowed to attend the session after 10H30.

5. TIMELINE OF THE BID PROCESS

The period of validity of Bid and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-Bid portal / print media / Bid Bulletin	15 September 2023
Compulsory briefing and clarification session	21 September 2023

Bid closing date	06 October 2023
Notice to bidder(s)	The department will endeavour to inform bidders of the progress until the bid is awarded.

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

Any time or date in this bid is subject to change at DCS's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DCS to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DCS extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified persons:

Regarding SCM information

Awonke Mpeta (Awonke.Mpeta@safetyec.gov.za)

Regarding Terms of Reference

Khayaletu Nqini (khayaletu.nqini@safetyec.gov.za)

7.2. Any communication to an official or a person acting in an advisory capacity for DCS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

7.3. All communication between the Bidder(s) and DCS must be done in writing.

7.4. Whilst all due care has been taken in connection with the preparation of this bid, DCS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DCS, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

7.5. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DCS (other than minor clerical matters), the Bidder(s) must promptly notify DCS in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DCS an opportunity to consider what corrective action is necessary (if any).

7.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DCS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.7. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

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

8. COUNTER CONDITIONS

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

9. FRONTING

10.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

10.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DCS may have against the Bidder / contractor concerned.

10. SUPPLIER DUE DILIGENCE

DCS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include presentation by the recommended bidder, site visits and requests for additional information.

11. SUBMISSION OF PROPOSALS

12.1 Bid documents must be placed in the bid box situated at Corner Independence Avenue and Circular Drive, Bisho or couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time.

12.2 Bid documents will only be considered if received by DCS before the closing date and time, regardless of the method used to send or deliver such documents to DCS.

12.3 The bidder(s) are required to submit one original bid proposal.

BID PROPOSAL	YES/ NO	INDICATE PAGE NO.
Exhibit 1: Pre-qualification documents <i>(Refer to Pre-qualification Criteria (Table 1)</i> <i>N.B. The Pricing Schedule must be removed and be responded to under Schedule 5</i>		
Exhibit 2: <ul style="list-style-type: none"> • Special conditions • Supporting documents for special conditions. <i>(Refer to Minimum Requirements)</i> 		
Exhibit 3: <ul style="list-style-type: none"> • General Conditions of Contract (GCC) 		
Exhibit 4: <ul style="list-style-type: none"> • Company Profile • Annexure B • Any other supplementary information 		
Exhibit 5: Pricing Schedule <i>(Refer to Pricing Model and Annexure A3 – Pricing Submission)</i>		

Bidders are requested to initial each page of the Bid document on the bottom right hand corner.

13. PRE- INCEPTION MEETING

DCS reserves the right to request a detailed project plan from the preferred bidders before the contract takes off.

14. DURATION OF THE CONTRACT

The successful bidder will be expected to rendering of travel management services in respect of air travel, car hire, venues & facilities, accommodation and related services to the Department of Community Safety solution for a period of thirty-six (36) months.

15. SCOPE OF WORK

The department has an existing Travel Management contract in place that will be reaching its expiry date and the bid is aimed at concluding a new contract to achieve the following objectives, namely:

- a) Provide DCS 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 DCS without any degradation in the services.
- c) Appropriately contain DCS's risk and traveller risk.

15.1 Travel Volumes

The current DCS total volumes per annum includes air travel, car hire, accommodation, venues & facilities (conference) etc. The table below details historic data based on 2021/22 and 2022/23 trends:

Table 1

Item No.	Service Category	Average number of transactions over the past 2 financial years (2021/22 and 22/23)
1.	Air Travel- Domestic	33
2.	Car Rental/ shuttle service	44
3.	Bus coach bookings	1
4.	Accommodation- Domestic	980
5.	Conference package (venue hire, catering, decoration, equipment)	177
	GRAND TOTAL	1235

Note: These figures are historical data based on **2021/22 and 22/23** 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.

15.2 Service Requirements

15.2.1 General

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

- 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 DCS is responsible for the arrangement and cost of travel.
- ii) Provide travel management services during normal office hours (Monday to Friday 08h00–17h00) and provide after hours and emergency services.
- iii) Familiarization with current DCS travel business processes.
- iv) Assist with further negotiations for better deals with travel service providers.
- v) Familiarisation with current DCS Travel Policy and implementations of controls to ensure compliance.
- vi) 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.
- vii) Manage the third party service providers by addressing service failures and complaints against these service providers.
- viii) Consolidate all invoices from travel suppliers.

15.2.1 Reservations

The Travel Management Company will:

- i) 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.

- ii) Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- iii) 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.
- iv) Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- v) Book the negotiated discounted fares and rates where possible.
- vi) Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- vii) Book parking facilities at the airports where required for the duration of the travel.
- viii) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- ix) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- x) Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- xi) Advise the Traveller of all visa and inoculation requirements well in advance.
- xii) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- xiii) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- xiv) 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.
- xv) Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by DCS are non-commissionable, where commissions are earned for DCS bookings all these commissions should be returned to DCS on a quarterly basis.

xvi) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by DCS.

xvii) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per DCS's instructions

15.2.2 Air Travel

i) The TMC must be able to book full-service carriers as well as low-cost carriers.

ii) The TMC will book the most cost-effective airfares possible for domestic travel.

iii) For international flights, the airline which provides the most cost effective and practical routings may be used.

iv) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

v) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).

vi) Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

vii) The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.

viii) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

ix) The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs here applicable.

x) Ensure that travellers are always informed of any travel news regarding airlines (like luggage policies, checking in arrangements, etc.)

xi) Assist with lounge access if and when required.

15.2.3 Accommodation

- i) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- ii) The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- iii) This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with DCS's travel policy.
- iv) DCS travellers may only stay at accommodation establishments with which the State has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or DCS.
- v) Accommodation vouchers must be issued to all the Departmental travellers for accommodation bookings and must be invoiced to DCS as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- vi) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- vii) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

15.2.4 Car Rental and Shuttle Services

- i) The TMC will book the approved category vehicle with the appointed car rental service provider from the closest rental location (airport, hotel and venue) in accordance with the DCS Travel Policy.
- ii) The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

- iii) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- iv) For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- v) The TMC will book transfers in line with the Department's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- vi) The TMC should manage shuttle companies on behalf of DCS and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- v) The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

15.2.5 Conferencing, Venue and Facilities

Arranging for hiring of venues, facilities, catering and other related service as and when required by the department, negotiating discounts on standard rates with all available hotel groups or conferencing suppliers on behalf of the department (this shall exclude contracting of facilitators, training equipment and stationery). Ensure that quality and audio visual equipment in a working condition is available at all hotel groups or conferencing.

15.2.6 After Hours and Emergency Services

- i) The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- ii) A dedicated consultant/s must be available to assist departmental personnel that has travel authorisation documentation or has been provided authority by delegated departmental official with after hour or emergency assistance.
- iii) After hours' services must be provided outside the official hours from Monday to Friday (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- iv) A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

- v) The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

15.3 Communication

- i) The TMC may be requested to conduct workshops and training sessions for Travel Bookers of DCS.
- ii) All enquiries must be investigated and prompt feedback be provided in accordance with the signed Service Level Agreement.
- iii) The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

15.4 Financial Management

15.4.1 The TMC must implement the rates negotiated by DCS with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

15.4.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to DCS for payment within the agreed time period.

15.4.3 Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

15.4.4 The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DCS for the services rendered.

15.4.5 Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

15.4.6 Consolidate Travel Supplier bill-back invoices.

15.4.7 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DCS's Finance Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices.

15.4.8 Ensure Travel Supplier accounts are settled timeously.

15.5 Technology, Management Information and Reporting

15.5.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

15.5.2 All management information and data input must be accurate.

15.5.3 The TMC will be required to provide DCS with a minimum of three (3) standard monthly reports, four times a year that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

15.5.4 The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

15.5.5 Reports must be accurate and be provided as per DCS's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

15.5.6. DCS may request the TMC to provide additional management reports.

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

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

15.5.8.1 Travel

- i) After hours' Report;
- ii) Compliments and complaints;
- iii) Consultant Productivity Report;
- iv) Long term accommodation and car rental;
- v) Extension of business travel
- vi) Upgrade of class of travel (air, accommodation and ground transportation);
- vii) Bookings outside Travel Policy.

15.5.8.2 Finance

- i) Reconciliation of commissions/rebates or any volume driven incentives;
- ii) Creditor's ageing report;
- ii) Creditor's summary payments;
- iv) Daily invoices;
- v) No show report;
- vi) Cancellation report;
- vii) Receipt delivery report;
- vii) Monthly Bank Settlement Plan (BSP) Report;
- viii) Refund Log;
- ix) Open voucher report, and
- x) Open Age Invoice Analysis.

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

15.6 Account Management

- 15.6.1 An Account Management Structure (Project Steering Committee) should be put in place to respond to the needs and requirements of the DCS and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 15.6.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of DCS's account.
- 15.6.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.6.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 15.6.5 Ensure that the DCS's Travel Policy is enforced.
- 15.6.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.6.7 Ensure that workshops/trainings are provided to Travellers and/or Travel Bookers
- 15.6.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

15.7 Value Added Services

The TMC must provide the following value added services:

15.7.1 Destination information for 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

15.7.2 Electronic voucher retrieval via web and smart phones;

15.7.3 SMS notifications for travel confirmations;

15.7.4 Travel audits;

15.7.5 Global Travel Risk Management;

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

15.8 Cost Management

15.8.1 The National Treasury cost containment initiative and DCS's Travel Policy is establishing a basis for a cost savings culture.

15.8.2 It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

15.8.3 The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

15.8.4 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with DCS's

Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

15.9 Quarterly and Annual Travel Reviews

15.9.1 Quarterly reviews are required to be presented by the TMC on all departmental travel activities for the previous three-month period. These reviews are comprehensive and presented to DCS's Procurement and Finance teams (Project Steering Committee) as part of the performance management reviews based on the service levels.

15.9.2 Annual Reviews are also required to be presented to DCS's Senior Executives.

15.9.3 These Travel Reviews will include without limitation the following information

- Air Travel
- Accommodation
- Car rental/ shuttle services

15.10 Office Management

The TMC to ensure high quality service to be delivered at all times to the Departmental travellers. The TMC is required to provide DCS with highly skilled and qualified human resources of the following roles but not limited to:

- i) Travel Management (Operational)
- ii) Finance Management / Branch Accountant
- iii) System Administration (General Admin)

16 PRICING MODEL

DCS requires bidders to do pricing based on the transactional fee model off-site services. **Refer to Template 2 – Transactional Fee Model (Off Site).**

16.1 Transaction Fees

16.1.1 The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers. All prices must be quoted in rand value.

16.2 Volume driven incentives

It is important for bidders to note the following when determining the pricing:

16.2.1 National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

16.2.2 No override commissions earned through DCS reservations will be paid to the TMCs;

16.2.3 An open book policy will apply and any commissions earned through the Department volumes will be reimbursed to DCS.

16.2.4 TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

17. EVALUATION AND SELECTION CRITERIA

DCS has set minimum standards that a bidder must meet in order to be evaluated and selected as a winning bidder. The minimum standards consist of the Pre-qualification Criteria, Minimum Requirements Criteria and Price plus Specific goals Evaluation.

Pre- Qualification Criteria	Minimum Requirements Criteria	Price and Specific goals Evaluation
Bidders must submit all documents as outlined in paragraph 17.1. below. Only bidders that comply with all these criteria will proceed to the next stage of evaluation	Bidder(s) must meet all the criteria stipulated under Minimum Requirements in paragraph 17.2 to proceed to the Price and Specific goals. Only bidders that comply with	Bidder(s) will be evaluated in terms of Preferential Procurement Regulations, 2022. 80 points for price and 20 pints for Specific goals.

(functionality)	all the criteria will proceed to Price Evaluation and Specific goals	This will be applied to only those bidders who have met the minimum required 42 points/ 70% on functionality.
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17.1 Pre-qualification

17.1.1 Without limiting the generality of DCS other critical requirements for this Bid, bidder(s) must submit documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements.

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

Documents that must be submitted	Will the non-submission of applicable document(s) result in disqualification?	Explanatory information
Invitation to Bid –SBD 1	Yes	Complete and sign the supplied document
Tax Status Clearance Certificate/SARS PIN	No	<ul style="list-style-type: none"> i. Written information that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 3.1.4) ii. Proof of Registration on the Central Supplier Database (Refer Section 3.1.5) iii. Pin for tax number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest SBD 4	Yes	Complete and sign the supplied document

Documents that must be submitted	Will the non-submission of applicable document(s) result in disqualification?	Explanatory information
Preference Point Claim Form – SBD 6.1	No	Complete and sign the supplied document
IATA/ ASATA Licence/ Certificate	Yes	Bidders are required to submit a valid International Air Transport Association (IATA)/ Association of South African Travel Agent (ASATA) licence/ certificate (certified copy) at closing date.
Registration on Central Supplier Database (CSD)	No	<p>The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.</p> <p>No award will be made to a bidder that is not registered on the Centralized Supplier Database.</p>
Joint Venture/Consortium Agreement (if applicable)	Yes	<p>A trust, consortium or joint venture, will qualify for points on specific goals.</p> <p>Central Supplier Database (CSD) report(s) will be used to verify those specific goals.</p> <p>Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. DCS will accept signed agreements as</p>

Documents that must be submitted	Will the non-submission of applicable document(s) result in disqualification?	Explanatory information
		<p>acceptable proof of the existence of a joint venture and/or consortium arrangement.</p> <p>The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.</p>

17.2 Minimum Requirement of the bid

All bidders are required to provide all the information below. Failure to do so will result in disqualification of the bid:

17.2.1 Bidders must have at least two (2) years in the provision of travelling and accommodation services subject to:

- The bidder must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five years.
- The reference letter must be on the relevant client's letterhead with fixed/mobile contact numbers, indicative of delivery period(s) and must have been signed preferably by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers. The reference letter must be accompanied by the official purchase order from the relevant government institution.
- Bidders are requested to complete Annexure A in the attached bid document.

17.2.2 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.

17.2.3 Bidders must submit together with their bid proposal duly authorised signed and dated reference letters on clients' letterhead as evidence of services rendered in line with 17.2.1 above. The letters should not be older than 5 (five) years.

17.2.4 Must provide proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).

17.2.5 In addition to the above, bidders are required to provide documentary proof of the following:

- Each bidder must have rendered services to the minimum value of cumulative R2000 000.00 as proof of financial strength.
- The bidder must also describe how you will implement the negotiated rates and maximum allowable rates established by National Treasury, describe how you 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 Community Safety.

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
1. Experience of the project team in handling the Public Sector Travel Agency Accounts.	10 years and more	10		10
	5 to 9 years	7		

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
Experience must include International Fares, Ticketing and Key Accounts Management (Provide CVs of the Travel Manager (x1), Finance Manager/ Branch Accountant (x1) and System Administrator (x1) and the years of experience for the entire team will be averaged to determine points the team should get)	Below 5 years	0	7	
2. Bidders Experience/ years in the Public Sector Travel Agency (A minimum of 24 months uninterrupted service records or two (02) reference letters for contracts in total of 24 months from recently satisfied previous clients that have been serviced in the past five years should be provided; the submission must be on the relevant client's letterhead and signed by an authorized person indicating the name and the title of the signatory. No points will be allocated for less than two (02) valid reference letters for contracts in total of 24 months)	Valid reference letter for a contract with a minimum of 36 months uninterrupted service record or 3 valid reference letters for contracts in total of 36 months and more.	10	7	10
	Valid reference letter for a contract with a minimum of 24 months uninterrupted service record or 2 valid reference letters for contracts in total of 24 months	7		
	No valid reference letter(s) or reference letters indicative of service record below a minimum of 24 months in total.	0		
3. Financial Strength (Each bidder must have rendered	Provide proof of cumulative value equal to or above R2000 000.00.	10		10

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
services to the minimum value of cumulative R2000 000.00 as proof of financial strength)	Provide proof of cumulative value equal to R2000 000.00.	7	7	
	Provide proof of cumulative value below R2000 000.00.	0		
4. Financial Management Describe how you will implement the negotiated rates and maximum allowable rates established by National Treasury (NT). Describe how you 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. 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 Community Safety.	Provided a detailed process plan with clear time frames outlining how negotiated and maximum allowable rates established by NT will be implemented, how the bill back account will be managed, how pre-payments will be handled, how invoicing will be handled.	10	7	10
	Provided a process plan outlining how negotiated and maximum allowable rates established by NT will be implemented, how the bill back account will be managed, how pre-payments will be handled, how invoicing	7		

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
	will be handled.			
	Provided no plan or a plan not clearly outlining how negotiated and maximum allowable rates established by NT will be implemented, how the bill back account will be managed, how pre-payments will be handled, how invoicing will be handled or a plan not covering all the factors.	0		
5. After-hours and emergency services The bidder should have capacity to provide reliable and consistent after-hours and emergency support to traveler(s) Bidders must provide details/ Standard Operating Procedure of their after hour support. - How it is accessed by travelers, -SMS notification/ confirmation -is it available 24/7/365, -reminders to DCS to process purchase orders within 24 hrs to reduce queries	Provided a plan outlining the following; <ul style="list-style-type: none"> • availability of services 24/7/365, • emergency after hour service numbers, • SMS notification/ confirmation, • reminders to client to issue orders, 	10	7	10
	Provided a plan outlining the following: <ul style="list-style-type: none"> • availability of services 24/7/365, 	7		

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
	<p>emergency after hour service numbers,</p> <ul style="list-style-type: none"> • SMS notification/confirmation 			
	No plan outlining the availability of services 24/7/365, emergency after hour service numbers, no SMS notification	0		
6. Locality (Must provide proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).	Head Office situated within Eastern Cape Province	10	7	10
	Functional branch/office within Eastern Cape	7		
	Functional branch/office outside Eastern Cape	0		
TOTAL			42	60

NB: A Bidder shall have to achieve at least 42 of the 60 points allocated for functionality (i.e. 70%) in order for the bid to be considered for the next stage of evaluation.

17.3 Price and Specific goals (80+20) = 100 points

17.3.1 Only Bidders that have met the minimum requirements (refer to 17.2) will be evaluated for price and specific goals. Price and specific goals will be evaluated as follows:

17.3.2 In terms of regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations of 2022 pertaining to the Preferential Procurement Policy Framework Act, (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

i. Stage 1 – Price Evaluation (80 Points)

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

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

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

ii. Stage 2 – Specific goals Evaluation (20 Points)

For the purposes of this tender the tenderer will be allocated points based on the goals tabulated below as may be supported by proof/ documentation stated in the conditions of this tender:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned companies	5	
Youth	5	
People with Disabilities	3	
Locality: Eastern Cape Province	5	
Military Veterans	2	

iii. Claiming of Preference Points

- Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the company shareholding.

Central Supplier Database (CSD) report(s) will be used to verify this specific goal.

- Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Central Supplier Database (CSD) report(s) will be used to verify this specific goal.

- Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must submit proof in form of medical certificate.

- Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of the Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only points agents or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

Bidders must provide proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).

- Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must submit as proof confirmation letters obtained from the Department of Military Veterans.

iv. Stage 3 (80 + 20 = 100 points)

The Price and specific goals points will be consolidated.

18. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date.

The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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20. SERVICE LEVEL AGREEMENT

- b. Upon award DCS and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DCS, more or less in the format of the draft Service Level Indicators included in this Bid pack.

- c. DCS reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- d. Bidder(s) are requested to:
 - i) Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - ii) Explain each comment and/or amendment; and
 - iii) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- e. DCS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to DCS or pose a risk to the organization.

21. SPECIAL CONDITIONS OF THIS BID

DCS reserves the right:

- a) To award this Bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- d) To correct any mistakes that may be identified in the Bid document before the bid closing date.
- e) Each bidder must have rendered services to the minimum value of cumulative R2000 000.00 as proof of financial strength
- f) The preferred bidder will be required to use local suppliers for the rendition of venues and facilities (venue hire, decoration, stage hire, PA system, mobile toilets, catering and other related services)

- g) The preferred bidder(s) shall undergo a security screening test to ensure that the law-abiding firm is duly appointed.

22. DEPARTMENT OF COMMUNITY SAFETY REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DCS;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat DCS fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DCS;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. conduct their business activities with transparency and consistently uphold the interests and needs of DCS as a client before any other consideration; and
- h. ensure that any information acquired by the bidder(s) from DCS will not be used or disclosed unless the written consent of the client has been obtained to do so.

23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- a. engages in any collusive Biding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DCS's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any Bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Bid Defaulters kept at National Treasury. (end-user and SCMU to verify)

24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 24.1 The bidder should note that the terms of its Bid will be incorporated in the proposed contract by reference and that DCS relies upon the bidder's Bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 24.2 Add a paragraph for ToR and bidders proposal
- 24.3 It follows therefore that misrepresentations in a Bid may give rise to service termination and a claim by DCS against the bidder notwithstanding the conclusion of the Service Level Agreement between DCS and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25 PREPARATION COSTS

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

26 INDEMNITY

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

27 PRECEDENCE

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

28 LIMITATION OF LIABILITY

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

29 TAX COMPLIANCE

No Bid shall be awarded to a bidder who is not tax compliant. DCS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted fraudulent Tax Compliance Information to DCS, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

30 BID DEFAULTERS AND RESTRICTED SUPPLIERS

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

31 GOVERNING LAW

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

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

33 CONFIDENTIALITY

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

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

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

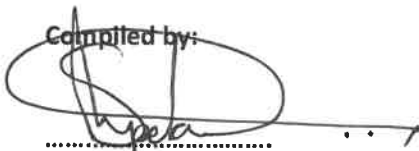
34 DEPARTMENT OF COMMUNITY SAFETY PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any DCS proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s). Bidders must complete *(Annexure B)* for declaration.

35 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid SCMU15-23/24-002, the DCS may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

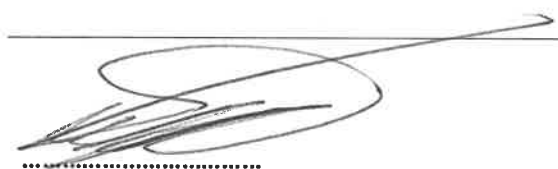
Compiled by:



.....
Mr A. Mpeta
Secretary: Bid Specification Committee

Date: 05/09/2023

Supported / ~~Not Supported~~



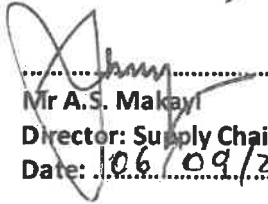
.....
Mr. L Leve
Deputy Director: Asset Management

Date: 05/04/2023

Recommended / ~~Not Recommended~~



.....
Mr K.L. Nqini
Chairperson: Bid Specification Committee
Date: ...08/09/2023
Recommended / Not Recommended



.....
Mr A.S. Makaya
Director: Supply Chain Management
Date: ...06/09/2023

Recommended / ~~Not Recommended~~



.....
Ms N. Libala
Chief Financial Officer
Date: ...06/09/2023

Approved / ~~Not Approved~~



.....
Mr. V.W. Mapolisa
Head of Department
Date: ...06/09/2023

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<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:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER 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)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

<p>2. BID SUBMISSION:</p> <p>11.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>11.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>11.3. 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.</p> <p>11.4. 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.</p> <p>11.5. 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.</p>
<p>3. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p>4. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p> <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

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.

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

ANNEXURE A : SCMU15-23/24-002

RENDERING OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER:

Bidders must insert in the space provided below and submit with their bid, the following statement showing the works which they have successfully carried out which can be verified by the department. The bidder hereby declare that the information is true and correct in every respect by virtue of his signature to this document.

Client Name	Contract Description	Value of Service	Year Completed

Bidder's Signature

Bidder's Stamp

ANNEXURE B : SCMU15-23/24-002

RENDERING OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER:

DECLARATION

35.1.1 I (full names) do hereby confirm that I am duly authorised to make this declaration on behalf of (name of bidding entity).

35.1.2 Do hereby declare that (name of bidding entity) and or its director(s) or representatives did not have access to any Department of Community Safety proprietary information or another matter that may have unfairly placed its bid in a preferential position in relation to any other bidder(s).

Singed on the (day)..... (month)..... (year) at(place).

Name and surname of duly authorised representative

Signature

Date: _____



**TEMPLATE 1: TRANSACTION FEE MODEL
ON-SITE SERVICES**

RFP NO:

SCMU15-23/24-002

RFP NAME:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL
MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3)
YEARS.

BIDDER NAME

1.1 TRANSACTION FEES

ITEM	Transaction Type	Estimated Volume	TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
			Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	1	R	-	R	-	R	-
2	Air Travel – Regional	1	R	-	R	-	R	-
3	Air Travel – Domestic	33	R	-	R	-	R	-
4	Air Travel – International (Re-issue)	1	R	-	R	-	R	-
5	Air Travel – Regional (Re-issue)	1	R	-	R	-	R	-
6	Air Travel – Domestic (Re-issue)	1	R	-	R	-	R	-
7	Refunds – Air Domestic	1	R	-	R	-	R	-
8	Refunds – Air Regional	1	R	-	R	-	R	-
9	Refunds – Air International	1	R	-	R	-	R	-
10	Car Rental – Domestic	44	R	-	R	-	R	-
11	Car Rental – Regional	1	R	-	R	-	R	-
12	Car Rental – International	1	R	-	R	-	R	-
13	Transfers/Shuttle – Domestic	1	R	-	R	-	R	-
14	Transfers/Shuttle – Regional	1	R	-	R	-	R	-
15	Transfers/Shuttle – International	1	R	-	R	-	R	-
16	Accommodation – Domestic	980	R	-	R	-	R	-
17	Accommodation – Regional	1	R	-	R	-	R	-
18	Accommodation – International	1	R	-	R	-	R	-
19	Bus/Coach Bookings	1	R	-	R	-	R	-
20	Train bookings – International	1	R	-	R	-	R	-
21	Visa Assistance	1	R	-	R	-	R	-
22	(Provision of documents and advice)	1	R	-	R	-	R	-
23	Courier services for travel documentation (visa)	1	R	-	R	-	R	-
24	SMS Notifications	1	R	-	R	-	R	-
25	Parking bookings	1	R	-	R	-	R	-
26	Cancellations	1	R	-	R	-	R	-
27	Changes to bookings	1	R	-	R	-	R	-
28	After Hours Services	1	R	-	R	-	R	-
29	Additional Ad-hoc Reports (per report)	1	R	-	R	-	R	-
30	Customised Reports (per report)	1	R	-	R	-	R	-
31	Travel Lodge card Reconciliation	1	R	-	R	-	R	-
32	Debtors Account Reconciliation	1	R	-	R	-	R	-
33	Venues and Facilities	177	R	-	R	-	R	-
34	Other (Specify)	1	R	-	R	-	R	-
35	Other (Specify)	1	R	-	R	-	R	-
36	Other (Specify)	1	R	-	R	-	R	-
37	Other (Specify)	1	R	-	R	-	R	-
Total		1267			R			R
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional		R	Percentage Online		R
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R				

1.2 CONFERENCE TRANSACTION FEE

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

SCMU15-23/24-002. RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, VENUES & FACILITIES, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RFP NO:	SCMU15-18/19-0002
RFP NAME:	RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, VENUES AND FACILITIES, ACCOMMODATION AND RELATED SERVICES TO THE DEPARTMENT OF SAFETY AND
BIDDER NAME	

Page 1
Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide OFF-SITE travel management service to the Department of Safety and Liaison at the following total amounts (including VAT)

Template 1: Transaction Fee (Off-Site)

	(incl. VAT)	
--	-------------	--

In words:

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Department of Safety and Liaison

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

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

Page 2

Signature

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:

Fax No:

Cell No:

Email:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and

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

Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

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

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

POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned companies		5		
Youth		5		
People with Disabilities		3		
Locality: Eastern Cape Province		5		
Military Veterans		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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 RESPECTIVE RECORDS.

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal 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 authorised to sign this contract

NAME (PRINT)

WITNESSES	
1
2

CAPACITY
 SIGNATURENAME OF FIRM
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 numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.
 SIGNED ATON.....
 NAME (PRINT)
 SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the Department of Community Safety

2. EXTENT OF BID

This contract is for the 'Rendering of travel management services in respect of air travel, car hire, venues & facilities, accommodation and related services to the Department of Community Safety for a period of thirty six (36) months: SCMU15-23/24-002'.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Terms of Reference

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. *The lowest or only bid will not necessarily be accepted.*

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.

Failure to do so within 21 (twenty one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (Ninety) days from the closing date as stipulated in the Bid document.

9. PENALTY PROVISION

9.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Department may hold the bidder responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9.2 Should the successful Bidder failed to deliver; provisions of the General Conditions of Contract will apply.

9.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9.4 The penalties will be as per the SLA or Project Charter which will be signed after the awarding of the contract.

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. PRICE ESCALATION

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

STATS SA P0141 (CPI), Table E	Table E - All Items
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12. AUTHORITY TO SIGN BID DOCUMENTS

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. DURATION OF THE BID

The successful bidder will be expected to render air travel, car hire, venues and facilities, accommodation and related services for a period of thirty-six (36) months.

14. DELIVERY PERIODS

Delivery periods (where applicable) must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid

15. DISPUTES OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

- 16.1** Bids must be submitted in sealed envelopes clearly marked “**Rendering of travel management services in respect of air travel, car hire, venues & facilities, accommodation and related services to the Department of Community Safety for a period of thirty six (36) months: SCMU 15-23/24-002**”.
- 16.2** The completed bid documents must be deposited in the bid box, Corner Independence Avenue and Circular Drive, Ground floor, Bisho not later than 11H00 on 06 October 2023 when bids will be opened in public.

17 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 17.1** The Bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid maybe subjected to negotiation with the identified preferred bidder, should a need arise.
- 17.2** The Department may furthermore, from the recommended bidder negotiate for additional resources, should it be deemed necessary.