

5/2/21- DALRRD 0031(2021/2022)

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD): REGION 4- GAUTENG, CHIEF REGISTRAR OF DEEDS & CHIEF SURVEY GENERAL**

**CLOSING DATE: 04 OCTOBER @11H00**

**NB: THIS WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION.**

**[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjdjNjEwZDMtMzI0Yi00ZDk3LTkwYTUtYTU0MDAwYzk1ZDI2%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22f1b73430-d199-4d90-b27f-27d7f89937e4%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjdjNjEwZDMtMzI0Yi00ZDk3LTkwYTUtYTU0MDAwYzk1ZDI2%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22f1b73430-d199-4d90-b27f-27d7f89937e4%22%7d)**

**DATE: 16 SEPTEMBER 2021**

**TIME: 10:00**

**Link:**

**TECHNICAL ENQUIRIES** : Ms Florah Masanabo/ Mr Enerst Khutswane  
**TEL** : 012 312 8185/8456  
**EMAIL** : [Flora.Masanabo@dalrrd.gov.za](mailto:Flora.Masanabo@dalrrd.gov.za)/[Ernest.Khutswane@dalrrd.gov.za](mailto:Ernest.Khutswane@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms Tshepo Mlambo/Mr. Abie Olyn/ Mr P Makhado/ Mr C Mahlase  
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**[NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.](#)**

**TECHNICAL PROPOSAL – PART 1 OF 2**

## LA 1.1



### agriculture, land reform & rural development

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

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

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

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**BID NUMBER:** 5/2/2/1- DALRRD 0031 (2021/2022)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 04 OCTOBER 2021

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 08 SEPTEMBER 2021**

## MAP TO BIDDER BOX (B BOX)

**5/2/21- DALRRD 0031 (2021/2022) CLOSING DATE: 04 OCTOBER 2021 @ 11:00**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)**

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

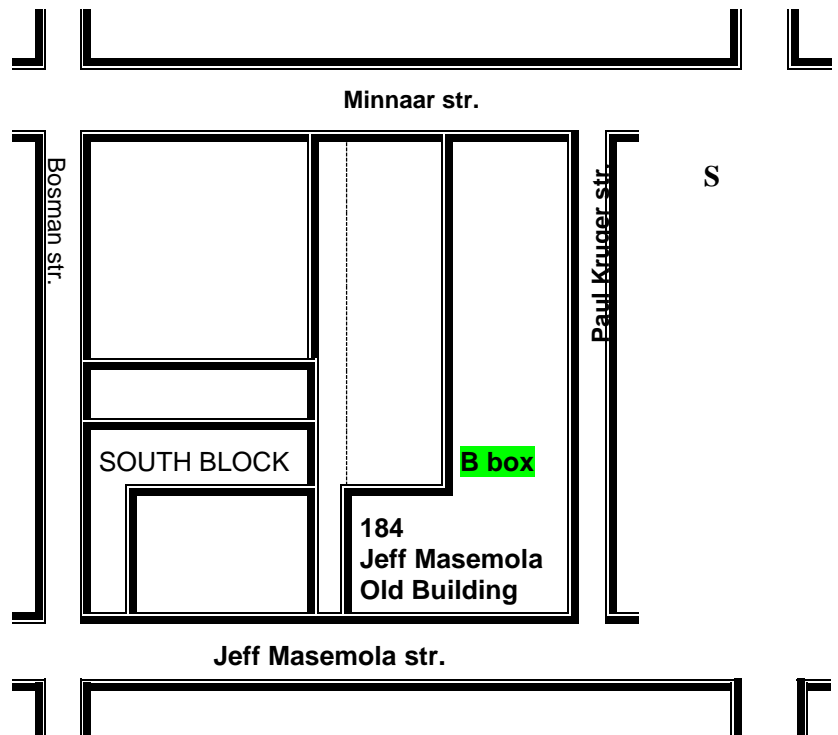
**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

DEPARTMENT OF AGRICULTURE,  
LAND REFORM AND RURAL  
DEVELOPMENT  
Acquisition Management  
(BIDS)  
THE OLD BUILDING 184  
JEFF MASEMOLA STREET, PRETORIA,  
0001

THE BID BOX OF THE OFFICE OF THE  
DEPARTMENT OF AGRICULTURE, LAND  
REFORM AND RURAL DEVELOPMENT IS  
OPEN 24 HOURS A DAY, 7 DAYS A  
WEEK. THE BID BOX WILL BE CLOSED  
AT 11H00 WHICH IS THE CLOSING TIME  
OF BIDS.



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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



**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

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

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

Js General Conditions of Contract (revised July 2010)

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	5/2/21- DALRRD 0031 (2021/2022)	CLOSING DATE:	04 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD): REGION 4- GAUTENG, CHIEF REGISTRAR OF DEEDS &amp; CHIEF SURVEY GENERAL</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Tshepo Mlambo/Mr. Abie Olyn/ Mr P Makhado		CONTACT PERSON	Ms. Florah Masanabo or Mr. Ernest Khutswane	
TELEPHONE NUMBER	012 312 9786/ 9518/ 8359/ 8711		TELEPHONE NUMBER	(012) 312 8185 / 8469	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Tshepo.Mlambo@dalrrd.gov.za">Tshepo.Mlambo@dalrrd.gov.za</a> / <a href="mailto:abie.olvn@dalrrd.gov.za">abie.olvn@dalrrd.gov.za</a> / <a href="mailto:Pfarelo.makhado@dalrrd.gov.za">Pfarelo.makhado@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Florah.Masanabo@dalrrd.gov.za">Florah.Masanabo@dalrrd.gov.za</a> / <a href="mailto:Ernest.Khutswane@dalrrd.gov.za">Ernest.Khutswane@dalrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

### AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

**MABEL HOUSE (Pty) Ltd**

**By resolution of the Board of Directors taken on 20 May 2000,**

**MR A.F JONES**

**has been duly authorised to sign all documents in connection with**

**Contract no CRDP 0006, and any contract which may arise there from,**

**on behalf of Mabel House (Pty) Ltd.**

**SIGNED ON BEHALF OF THE COMPANY:** (Signature of Managing Director)

**IN HIS CAPACITY AS:** Managing Director

**DATE:** 20 May 2000

**SIGNATURE OF SIGNATORY:** (Signature of A.F Jones)

**As witnesses:**

1. ....

2. ....

Signature of person authorised to sign the tender: .....

Date: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders  Good standing

If "Good standing", please state the purpose of this application


### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4				SDL ref no	L					
Customs code					UIF ref no	U					
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											
Postal address											

### Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

-  -

Date

Name of representative/agent

agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

-  -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....  
.....

2.10 Are you, or any person connected with the bidder, YES/NO  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

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

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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



## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**                      **or**                      **90/10**

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

(Name of Bidder)

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



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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

## SUPPLIER MAINTENANCE:

BAS  PMIS  LOGIS  WCS   CONTRACTOR CONSULTANT

OFFICE: .....

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

### The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	____
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership
	<input type="checkbox"/> Company <input type="checkbox"/> Trust
	<input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify ) _____
Department Number	____

**Supplier Account Details**

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number   
 Branch Name   
 Branch Number

Account Type  Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number  /  /

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens  
**ABSA-CIF** screen  
**FNB-** Hogans system on the CIS4/CUPR  
**STD** Bank-Look-up-screen  
**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Fax	<input type="text"/>	<input type="text"/>	
	Area Code	Fax Number	
Cell	<input type="text"/>	<input type="text"/>	
	Cell Code	Cell Number	
Email Address	<input type="text"/>		
Contact Person:	<input type="text"/>		

Supplier Signature	Departmental Official
Print Name	Print Name
	Rank
<input type="text"/>	<input type="text"/>

**Adress of Rural Development and Land Reform Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**



agriculture, land reform  
& rural development

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

---

## **Travel Management Services for the period of 36 months at the Department of Agriculture, Land Reform and Rural Development (DALRRD): Region 4- Gauteng, Chief Registrar of Deeds & Chief Survey General**

---

**TENDER BOX ADDRESS:**

**184 JEFF MASEMOLA STREET**

**PRETORIA**

**0001**

**NB: All the bid documents must be submitted to the above address on or  
before.**

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**1. INTRODUCTION**

1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) is a National Government Department which has offices situated throughout the nine provinces of the country. There are district offices situated in other parts of the country subsequently necessitating continuous travelling under the auspices of the mandated core functions. Therefore, the department requires qualified Travel Agent who will manage all travel arrangements on its behalf.

1.2. Department has currently more than 8200 officials in its establishment and additional thousands of students in the program named NARYSEC and other program in addition to these figures, there are many other beneficiaries who travel for business and on behalf of the Department.

1.3. Department has major operations in many rural areas throughout the country which necessitate a lot of travelling to them.

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

2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to Department of Agriculture, Land Reform and Rural Development.

2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Agriculture, Land Reform and Rural Development for the provision of travel management services to Department of Agriculture, Land Reform and Rural Development.

2.3. This RFP does not constitute an offer to do business with Department of Agriculture, Land Reform and Rural Development, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process for awarding

**3. DEFINITIONS**

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



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

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

**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.

**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.

**eCommerce** 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 Travel Management Company at to which all expenditure is charged.

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

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

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

**Regional travel** means travel across the border of South Africa to any 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 Travel Management Company and Government that defines the level of service expected from the Travel Management Company.

**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 Travel management Company.

These fees include visa fees and courier fees.

**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 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. LEGISLATIVE FRAMEWORK OF THE BID**

##### **4.1. Tax Legislation**

4.1.1. Bidder(s) must be compliant when submitting a proposal to Department of Agriculture, Land Reform and Rural Development and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

#### 4.2. **Procurement Legislation**

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

#### 4.3. **Technical Legislation and/or Standards**

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

### 5. **BRIEFING SESSION**

A virtual non-compulsory briefing and clarification session will be held on teams to clarify to bidder(s) the scope and extent of work to be executed.

REGION	PROVINCES AND NO OF OFFICES	DATE	Teams link
Region 4	Gauteng PSSC		

## 6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	
virtual non-compulsory briefing and clarification session	As per above briefing session schedule.
Bid closing date	

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

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

## 7. CONTACT AND COMMUNICATION

- 7.1. The delegated office of Department of Agriculture, Land Reform and Rural Development may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.2. Any communication to an official or a person acting in an advisory capacity for Department of Agriculture, Land Reform and Rural Development 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 Department of Agriculture, Land Reform and Rural Development must be done in writing.
- 7.4. Whilst all due care has been taken in connection with the preparation of this bid, Department of Agriculture, Land Reform and Rural Development makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Agriculture, Land Reform and Rural Development, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.
- 7.5. 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 Department of Agriculture, Land Reform and Rural Development (other than minor clerical matters), the Bidder(s) must promptly notify Department of Agriculture, Land Reform and Rural Development in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Agriculture, Land Reform and Rural Development an opportunity to consider what corrective action is necessary (if any).
- 7.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Agriculture, Land Reform and Rural Development will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 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.

## **8. LATE BIDS**

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

## **9. COUNTER CONDITIONS**

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

## **10. FRONTING**

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

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

## **11. SUPPLIER DUE DILIGENCE**

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

## 12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be deposited in the tender box at  
**184 JEFF MASEMOLA STREET**  
**PRETORIA**  
**0001**

SA on or before the closing date and time.

12.2. Bid documents will only be considered if received by Department of Agriculture, Land Reform and Rural Development before the closing date and time, regardless of the method used to send or deliver such documents to Department of Agriculture, Land Reform and Rural Development.

12.3. The bidder(s) are required to submit the bid proposal in two envelopes/ Files, one (1) envelopes/ Files is for functional proposal in another envelopes/ Files is for price proposal (pricing schedule SBD 3). Each envelopes/ Files must be marked correctly and sealed separately for ease of reference during the evaluation process.

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE ONLY)
<p><b>Stage 1: Mandatory requirements:</b>                      Technical Responses and Bidder Compliance Checklist for disqualifying documents Please insert paragraph or page numbers</p>	<p><b>Stage 3:</b>                      Pricing Schedule  <i>(Refer to Section – Pricing Model and</i></p>
<p><b>Stage 2: Functionality</b></p> <ul style="list-style-type: none"> <li>• Technical Responses and Bidder Compliance Checklist for functional Evaluation</li> <li>• Supporting documents for technical responses.  <i>(Refer to Section – Stage1: Functional Evaluation Criteria</i></li> </ul>	

12.4. Bidders are requested to initial each page of the bid documents.

### 13. ONSITE INSPECTION, PRESENTATION / DEMONSTRATION

Department of Agriculture, Land Reform and Rural Development will conduct site-inspections and allow for presentations / demonstrations from the short-listed Bidders as part of the bid evaluation process.

### 14. DURATION OF THE CONTRACT

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

### 15. SCOPE OF WORK

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

REGION	PROVINCES AND NO OF OFFICES		
Region 4	Gauteng	Chief Registrar of Deeds	Chief Survey General

Department of Agriculture, Land Reform and Rural Development seeks Travel agency to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a manual process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the Department of Agriculture, Land Reform and Rural Development travel co-ordinator. The Department of Agriculture, Land Reform and Rural Development travel co-ordinator captures the requisition into travel forms which goes through an approval workflow process and then through to the Travel Management Company for travel booking.

The appointed Travel Management Company must provide the online and traditional booking systems.

Department of Agriculture, Land Reform and Rural Development's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide Department of Agriculture, Land Reform and Rural Development 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 Department of Agriculture, Land Reform and Rural Development without any degradation in the services.
- c) Appropriately contain Department of Agriculture, Land Reform and Rural Development's risk and traveller risk.

## 15.1. Service Requirements

### 15.1.1. General

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

- 15.1.1.1. The travel services will be provided to all Travellers travelling on behalf of Department of Agriculture, Land Reform and Rural Development, locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that Department of Agriculture, Land Reform and Rural Development is responsible for the arrangement and cost of travel.
- 15.1.1.2. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.2.6.
- 15.1.1.3. Familiarisation with current Department of Agriculture, Land Reform and Rural Development travel business processes.
- 15.1.1.4. Familiarisation with current travel suppliers and negotiated agreements that are in place between Department of Agriculture, Land Reform and Rural Development and third parties. Assist with further negotiations for better deals with travel service providers.
- 15.1.1.5.
- 15.1.1.6. Familiarisation with current Department of Agriculture, Land Reform and Rural Development Travel Policy and implementations of controls to ensure compliance.
- 15.1.1.7. Penalties incurred because of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account, subject to the outcome of a formal dispute process.
- 15.1.1.8. Provide a facility for Department of Agriculture, Land Reform and Rural Development to update their travellers' profiles.

15.1.1.9. Manage the third-party service providers by addressing service failures and complaints.

15.1.1.10. Consolidate all invoices from travel suppliers.

15.1.1.11. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

#### 15.1.2. **Reservations**

The Travel Management Company will:

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

15.1.2.2. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.

15.1.2.3. Apprise 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 via the agreed communication medium (SMS and Emails).

15.1.2.4. Obtain a minimum of three (3) price comparisons/quotations for all travel requests where the routing or destination permits for conference and bulk bookings

15.1.2.5. Book the negotiated discounted fares and rates where possible.

15.1.2.6. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.

15.1.2.7. Book parking facilities at the airports where required for the duration of the travel.

15.1.2.8. Respond timely and process all queries, requests, changes, and cancellations timeously and accurately.

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

15.1.3. **Air Travel**

- 15.1.3.1. The Travel Management Company must be able to book full-service carriers as well as low cost carriers.
- 15.1.3.2. The Travel Management Company will book the most cost-effective airfares possible for domestic travel.
- 15.1.3.3. For regional and international flights, the airline which provides the most cost effective and practical routings may be used.
- 15.1.3.4. The Travel Management Company should obtain minimum of three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 15.1.3.5. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- 15.1.3.6. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- 15.1.3.7. The Travel Management Company will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 15.1.3.8. The Travel Management Company 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.
- 15.1.3.9. The Travel Management Company must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 15.1.3.10. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 15.1.4. **Accommodation**
  - 15.1.4.1. The Travel Management Company will obtain price comparisons and quotations within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

- 15.1.4.2. The Travel Management Company will expected obtain price quotations comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- 15.1.4.3. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Agriculture, Land Reform and Rural Development's travel policy.
- 15.1.4.4. Department of Agriculture, Land Reform and Rural Development travellers may only stay at accommodation establishments with which Department of Agriculture, Land Reform and Rural Development 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 Travel Management Company 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 Department of Agriculture, Land Reform and Rural Development.
- 15.1.4.5. Accommodation vouchers must be issued to all Department of Agriculture, Land Reform and Rural Development travellers for accommodation bookings and must be invoiced to Department of Agriculture, Land Reform and Rural Development as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 15.1.4.6. The Travel Management Company 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.
- 15.1.4.7. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- 15.1.5. **Car Rental and Shuttle Services**
- 15.1.5.1. The Department is in the process of developing their own database for shuttle services which will be utilised by Travel Management Company on

behalf of the department. However, in the absence of the Departmental Database, Travel Management Company will utilise their own database until the departmental processes has been finalised.

15.1.5.2. The Travel Management Company will book the approved category vehicle in accordance with the Department of Agriculture, Land Reform and Rural Development Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel, and venue).

15.1.5.3. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

15.1.5.4. Travel Management Company may offer alternative ground transportation to the Traveller that may include rail, buses, transfers, and any other available transport in the international destinations.

15.1.5.5. The Travel Management Company will book transfers in line with the Department of Agriculture, Land Reform and Rural Development Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

15.1.5.6. The Travel Management Company should manage shuttle database on behalf of the Department of Agriculture, Land Reform and Rural Development and ensure compliance with minimum standards. The Travel Management Company should also assist in negotiating better rates with relevant shuttle companies.

15.1.5.7. The Travel Management Company must during their report period provide proof that negotiated rates were booked, where applicable.

#### 15.1.6. **After Hours and Emergency Services**

15.1.6.1. The Travel Management Company must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

15.1.6.2. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.

15.1.6.3. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

15.1.6.4. 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.

15.1.6.5. 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.

## 15.2. **Communication**

15.2.1. The Travel Management Company may be requested to conduct workshops and training sessions for Local Travel Coordinator (LTCO) of Department of Agriculture, Land Reform and Rural Development.

15.2.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

15.2.3. The Travel Management Company must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

15.2.4. Only delegated official will have access to confidential individual information and travel reports from the TMC.

## 15.3. **Financial Management**

15.3.1. The Travel Management Company must implement the rates negotiated by Department of Agriculture, Land Reform and Rural Development with travel service providers or the discounted air fares, or the maximum allowed rates established by the National Treasury where applicable.

15.3.2. The Travel Management Company will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Department of Agriculture, Land Reform and Rural Development for payment within the agreed time.

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

15.3.4. The Travel Management Company 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 Travel Management Company, who, in turn, invoices Department of Agriculture, Land Reform and Rural Development for the services rendered.

- 15.3.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the Travel Management Company. These are occasionally required at short notice and even for same day bookings.
- 15.3.6. Consolidate Travel Supplier bill-back invoices.
- 15.3.7. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 15.3.8. The Travel Management Company is responsible for the consolidation of invoices and supporting documentation to be provided to Department of Agriculture, Land Reform and Rural Development's Financial Department on the agreed time (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 15.3.9. Ensure Travel Supplier accounts are settled timeously **within 30 days**.

#### 15.4. **Technology, Management Information and Reporting**

- 15.4.1. The Travel Management Company must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.4.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 15.4.3. All management information and data input must be accurate.
- 15.4.4. The Travel Management Company will be required to provide the Department of Agriculture, Land Reform and Rural Development with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- 15.4.5. Reports must be accurate and be provided as per Department of Agriculture, Land Reform and Rural Development'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).



15.4.6. Department of Agriculture, Land Reform and Rural Development may request the Travel Management to provide additional management reports.

15.4.7. Reports must be available in an electronic format for example Microsoft Excel/online.

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

15.4.8.1. Travel

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

15.4.8.2. Finance

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

15.4.9. The Travel Management Company will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

### **15.5. Account Management**

- 15.5.8. An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters about delivery of services in terms of the contract.
- 15.5.9. The Travel Management Company must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Agriculture, Land Reform and Rural Development's account.
- 15.5.10. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.5.11. A complaint handling procedure must be implemented to manage and record the compliments, complaints and afterhours requests of the Travel Management Company and other travel service providers.
- 15.5.12. Ensure that the Department of Agriculture, Land Reform and Rural Development's Travel Policy is enforced.
- 15.5.13. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the Travel Management Company.
- 15.5.14. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 15.5.15. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

### **15.6. Value Added Services**

The travel management company must provide the following value-added services:

- 15.6.8. Destination information for regional and international destinations:
  - a) Health warnings.
  - b) Weather forecasts.
  - c) Places of interest.
  - d) Visa information.
  - e) Travel alerts.
  - f) Location of hotels and restaurants.
  - g) Information including the cost of public transport.

- h) Rules and procedures of the airports.
- i) Business etiquette specific to the country.
- j) Airline baggage policy; and
- k) Supplier updates

15.6.9. Electronic voucher retrieval via web and smart phones.

15.6.10. SMS notifications for travel confirmations.

15.6.11. Travel audits.

15.6.12. Global Travel Risk Management.

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

### **15.7. Cost Management**

15.7.8. The National Treasury cost containment initiative and the Department of Agriculture, Land Reform and Rural Development's Travel Policy is establishing a basis for a cost savings culture.

15.7.9. It is always the obligation of the travel management company Consultant to advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions.

15.7.10. The travel management company 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.

15.7.11. The travel management company should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Department of Agriculture, Land Reform and Rural Development'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.

15.7.12. The department will carry Merchant Fee for the lodge card.

### **15.8. Quarterly and Annual Travel Reviews**

15.8.8. Quarterly reviews are required to be presented by the Travel Management Company on all Department of Agriculture, Land Reform and Rural

Development travel activity in the previous three-month period. These reviews are comprehensive and presented to Department of Agriculture, Land Reform and Rural Development's Procurement and Finance teams as part of the performance management reviews based on the service levels.

15.8.9. Annual Reviews are also required to be presented to Department of Agriculture, Land Reform and Rural Development's Senior Executives.

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

15.8.10.1. Institution to list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

### **15.9. Office Management**

15.9.8. The travel management company to ensure high quality service to be always delivered to the Department of Agriculture, Land Reform and Rural Development's travellers. The travel management company is required to provide Department of Agriculture, Land Reform and Rural Development with highly skilled and qualified human resources of the following roles but not limited to:

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

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

### **15.10. On-site Facilities**

15.10.8. If it is agreed between the parties that the travel management company will be on-site, Department of Agriculture, Land Reform and Rural Development will provide the travel management company with Office Space facility on the terms and conditions negotiated upon by both parties.

## **16. PRICING MODEL**

**NB: PRICING SCHEDULE CONTAIN FORMULAS THEREFORE IT MUST BE COMPLETED ON THE COMPUTER RATHER THAN WITH HANDS**

### **16.1. Transaction Fees**

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

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

16.1.1.1. On-site option (**Template 1**)

16.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

### **16.2. Volume Driven incentives**

16.2.1. No override commissions earned through Department of Agriculture, Land Reform and Rural Development reservations will be paid to the Travel Management Companies.

16.2.2. An open book policy will apply, and any commissions earned through the Department of Agriculture, Land Reform and Rural Development volumes will be reimbursed to Department of Agriculture, Land Reform and Rural Development.

16.2.3. Travel Management Companies are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

### **16.3. MANDATORY REQUIREMENTS**

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

16.3.1. Bidders that are EME or QSE.

- 16.3.2. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 16.3.3. A resolution authorizing a person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- 16.3.4. Bidders are required to submit the valid ASATA (Association of South African Travel Agents) and IATA (International Air transport Association) licence/certificate (certified copies) at closing date. Where a bidding company is using the 3<sup>rd</sup> party IATA licence, proof of the agreement must be attached and a certified copy of the certificate to that effect at the closing date.
- 16.3.5. Bidders must be able to prove the existing office in any of the province in terms of Footprints within the Regions they bid for. Attach municipal bill/ electrical bill not more than 3 months/signed valid lease agreement in the company name
- 16.3.6. Submission of two separate, sealed envelopes in the form of Technical Part and the Financial Part. Failure to comply will disqualify the bid submitted by the bidder

#### **16.4. TWO ENVELOPES SYSTEM**

- 16.4.1. A Two Envelope System, requiring submission of both Technical and Financial Proposals at the same time, but in separate envelopes will apply.
- 16.4.2. The objective of this system is to ensure a fair evaluation of the proposals, meaning that the technical proposal would be evaluated purely on its technical merits and its ability to meet the requirements set forth in the bid invitation without being unduly influenced by the financial proposal.
- 16.4.3. During the bid evaluation, the technical proposal would be opened and evaluated first followed by the financial proposals of only bidders who scored and meet the minimum required score of functionalities.

#### **17. VALUATION AND SELECTION CRITERIA**

**This bid shall be evaluated in three (3) stages.**

- **Stage 1**  
Bids will be evaluated on functionality
- **Stage 2**  
Bids will be evaluated on onsite inspection, presentation, and demonstration
- **Stage 3**  
Bids will be evaluated in accordance with 90/10 preference points system as stipulated below.

### 17.1. Stage 1 – Evaluation of Functionality

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

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHT
<ul style="list-style-type: none"> <li>▪ Company and staff profile</li> </ul>	<p>Demonstrate the /bidder's ability to execute the travel management services in a corporate and public sector-based environment by indicating minimum of three (3) successfully completed/running contracts NB: Each contract must have ran/completed a work for a period of at least 1 year.</p> <p>The bidder must provide POE; at least three (3) minimum current or previous contracts. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract.</p> <p><i>(Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.)</i></p> <p>I. 7 contracts and more: <b>scores 5</b>                      II. 4-6 contracts: <b>scores 4</b>                      III. 3 contracts: <b>scores 3</b>                      IV. 2 contracts: <b>scores 2</b>                      V. 1 contract: <b>scores 1</b></p>	20

	<p>The above mention 3 contracts must demonstrate a minimum of five (5) years' combined experience in travel management services.</p> <p>The bidder must provide POE; at least Five (5) years combined experience in travel management services. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract. The department reserves the right to directly contact your referees</p> <p><i>(Signed reference letters from the mentioned references confirming previous successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of service and duration thereof, and an indication of whether the project was successful .)</i></p> <p>I. More than 7 years' experience: <b>scores 5</b>          II. More than 5 to 7 years' experience: <b>scores 4</b>          III. 5 years' experience: <b>scores 3</b>          IV. Less than 5 to 3 years' experience: <b>scores 2</b>          V. Less than 3 years' experience: <b>scores 1</b></p>	20
	<p>The above mention 3 contracts must demonstrate a minimum of R5 million combined contract value in travel management services.</p> <p><i>(Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and contract value thereof, and an indication of whether the project was successful.)</i></p> <p>I. More than R7 million contract value: <b>scores 5</b>          II. More than R5 to R7 Million contract value: <b>scores 4</b>          III. R5 million contract value: <b>scores 3</b>          IV. Less than R5 to R3 million contract value: <b>scores 2</b>          V. Less than R2 Million contract value: <b>scores 1</b></p>	20



<p>Business Relations with various hotel/lodges</p>	<p>Bidders are required to submit 3 minimum confirmation letters with letterheads from hotels/lodges that they have healthy business relationships. (e.g. good standing)</p> <p><i>I. Good Business relation with 5 Hotels/lodges: <b>scores 5</b></i>  <i>II. Good Business relation with 4 Hotel/lodges; <b>scores 4</b></i>  <i>III. Good Business relation with 3 Hotel /lodges: <b>scores 3</b></i>  <i>IV. Good Business relation with 2 Hotel/lodges; <b>scores 2</b></i>  <i>V. Good Business relation with 1 Hotel/lodges; <b>scores 1</b></i></p>	<p>10</p>
<p>Business Relations with various car rental companies</p>	<p>Bidders are required to submit confirmation signed letters with letterheads from the car rental companies that they have healthy business relationships. (good standing)</p> <p><i>I. Good Business relation with 5 car rental companies: <b>scores 5</b></i>  <i>II. Good Business relation with 4 car rental companies: <b>scores 4</b></i>  <i>III. Good Business relation with 3 car rental companies: <b>scores 3</b></i>  <i>IV. Good Business relation with 2 car rental companies: <b>scores 2</b></i>  <i>V. Good Business relation with 1 car rental companies: <b>scores 1</b></i></p> <p>NB: It must be noted that these are not the only suppliers booked for or on behalf of the DARRLD but rather are most frequently used suppliers.</p>	<p>10</p>
<p>Technical team</p>	<p>Composition of technical team to be utilized per region in the execution of the contract consist of the following professions:</p> <p><b>Attach copies of relevant CV's for each, clearly indicating a detailed profile of their previous work experience, with a minimum of three (3) years' relevant experience for each profession</b></p> <p>a. Senior (dedicated)Consultant  b. Dedicated team leader/s for consultant  c. Intermediate (dedicated)Consultant</p>	<p>20</p>

	<p>d. Junior (dedicated) Consultant</p> <p>e. dedicated Admin Back Office (Creditors / Debtors/Finance Processors) for each region</p> <p>The bidder must provide a minimum of five (5) Key professions with 3 years' experience each as per the below scores.</p> <p><i>I. All required key professionals with 3 years' experience each as mentioned on par.15.: <b>score 5</b></i></p> <p><i>II. All required 5 key professionals with 3 years' experience each and additional 3 from par.15.: <b>score 4</b></i></p> <p><i>III. All five (5) key professions with 3 years' experience each listed above: <b>scores 3</b></i></p> <p><i>IV. Some but not all mentioned professionals with 3 years' experience each listed above: <b>scored 2</b></i></p> <p><i>V. 1 or no professionals mentioned: <b>scored 1</b></i></p>	
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**NB: Bids that fail to score minimum of 60 points on functionality will not be considered further evaluation.**

**17.2. Stage 2 – Site visit, presentation, and demonstration of the systems**

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

Criteria	Guideline	Weight
Established Infrastructure	<p>Travel agent office at each Region their bidding for: Reception, accounts department, operations department</p> <p><i>I. Partial/non-office facilities – <b>1 point</b></i></p> <p><i>II. Fully functional office-<b>3 points</b></i></p>	20
Onsite demonstration of both traditional and online booking Systems	<p>Functional / operational systems from Order creation, invoice, statement printing, back office and MIS, Age analysis/reports as requested by the client at time of demonstration/presentation</p> <p><i>I. Partial / non - functional operational system – <b>1 point</b></i></p> <p><i>II. Fully functional operational system-<b>3 points</b></i></p>	80

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

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

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

### 17.4. Calculation of points for the price

The PPPFA prescribes that the lowest acceptable bid will score 90 points for the price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

### 17.5. Calculating of points for B-BBEE status level of contribution

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

B-BBE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof. To claim the B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor.

B-BBEE Status level certificate issued by an authorized body or person.

An affidavit as prescribed by the B-BBEE Codes of Good Practice.

Any other requirement prescribed in terms of the B-BBEE Act.

NB: Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B- BBEE,

but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.

A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated BBEE scorecard is prepared for every separate bid. Any bid that is qualified by the bidder's own conditions will automatically be disqualified

Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract. It is expected that the consultant will regularly affect all recommended amendments before the plan or document is resubmitted to relevant stakeholders. The Department Agriculture, Rural Development and Land Reform reserves the right not to award the bid to any service provider, or to various Service Providers.

**18. GENERAL CONDITIONS OF CONTRACT**

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

18.1. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Agriculture, Land Reform and Rural Development is prepared to enter a contract with the successful Bidder(s).

18.2. The bidder submitting the General Conditions of Contract to Department of Agriculture, Land Reform and Rural Development together with its bid, duly signed by an authorised representative of the bidder.

**19. 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. NEGOTIATIONS**

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

## **21. SERVICE LEVEL AGREEMENT**

- 21.1. Upon award Department of Agriculture, Land Reform and Rural Development and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Agriculture, Land Reform and Rural Development.
- 21.2. Department of Agriculture, Land Reform and Rural Development reserves the right to vary the proposed Service Level Agreement during negotiations with a bidder by amending or adding thereto.
- 21.3. Bidder(s) are requested to:
- 21.3.1. Comment on draft Service Level Agreement and where necessary, make proposals to the indicators.
- 21.3.2. Explain each comment and/or amendment; and
- 21.3.3. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Agreement for ease of reference.
- 21.4. Department of Agriculture, Land Reform and Rural Development reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of Agriculture, Land Reform and Rural Development or pose a risk to the organisation.

## **22. SPECIAL CONDITIONS OF THIS BID**

Department of Agriculture, Land Reform and Rural Development reserves the right:

- 22.1. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 22.2. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 22.3. To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

- 22.4. To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bid have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 22.5. The bid will be awarded to the bidder scoring the highest PPPFA and BBBEE points in a region in terms of the PPPFA regulations.
- 22.6. **The department also reserves the right to award to the bidder that did not score the highest points (objective criteria)**

**23. DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT REQUIRES BIDDER(S) TO DECLARE**

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

- 23.1. Confirm that the bidder(s) is to: –
- 23.1.1. Act honestly, fairly, and with due skill, care, and diligence, in the interests of Department of Agriculture, Land Reform and Rural Development.
- 23.1.2. Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- 23.1.3. Act with circumspection and treat Department of Agriculture, Land Reform and Rural Development fairly in a situation of conflicting interests.
- 23.1.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- 23.1.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Agriculture, Land Reform and Rural Development.
- 23.1.6. Avoidance of fraudulent and misleading advertising, canvassing, and marketing.
- 23.1.7. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Agriculture, Land Reform and Rural Development as a client before any other consideration; and
- 23.1.8. To ensure that any information acquired by the bidder(s) from Department of Agriculture, Land Reform and Rural Development will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 24.1. Department of Agriculture, Land Reform and Rural Development reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of Agriculture, Land Reform and Rural Development or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 24.1.1. Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- 24.1.2. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 24.1.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Agriculture, Land Reform and Rural Development's officers, directors, employees, advisors, or other representatives.
- 24.1.4. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 24.1.5. Accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to a Government Entity.
- 24.1.6. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

24.1.7. Has in the past engaged in any matter referred to above; or

24.1.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

25.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that Department of Agriculture, Land Reform and Rural Development 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.

25.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by Department of Agriculture, Land Reform and Rural Development against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Agriculture, Land Reform and Rural Development 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.

## **26. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting, and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Agriculture, Land Reform and Rural Development, 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.

## **27. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Agriculture, Land Reform and Rural Development incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds



Department of Agriculture, Land Reform and Rural Development harmless from any and all such costs which Department of Agriculture, Land Reform and Rural Development may incur and for any damages or losses Department of Agriculture, Land Reform and Rural Development may suffer.

## **28. 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.

## **29. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of Agriculture, Land Reform and Rural Development shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

## **30. TAX COMPLIANCE**

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

## **31. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Agriculture, Land Reform and Rural Development 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.

### **32. 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.

### **33. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

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

### **34. CONFIDENTIALITY**

- 34.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid will be disclosed by any bidder or other person not officially involved with Department of Agriculture, Land Reform and Rural Development's examination and evaluation of a bid
- 34.2. No part of the bid may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid and any other documents supplied by Department of Agriculture, Land Reform and Rural Development remain proprietary to Department of Agriculture, Land Reform and Rural Development and must be promptly returned to Department of Agriculture, Land Reform and Rural Development upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

34.3. Throughout this bid process and thereafter, bidder(s) must secure Department of Agriculture, Land Reform and Rural Development'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.

### **35. DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Agriculture, Land Reform and Rural Development 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).

### **36. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Agriculture, Land Reform and Rural Development 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.

### **37. REQUESTS FOR FURTHER INFORMATION**

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

**For technical enquiries, please contact:**

Ms. Florah Masanabo and Mr. Ernest Khutswane

Email: [Florah.Masanabo@dalrrd.gov.za](mailto:Florah.Masanabo@dalrrd.gov.za)

[Ernest.Khutswane@dalrrd.gov.za](mailto:Ernest.Khutswane@dalrrd.gov.za)

Tel: (012) 312 8185 / 8469

**For bid enquiries, please contact:**

Mr. Abie Olyn/ Mr. B Lewele

Email: [Abie.Olyn@dalrrd.gov.za](mailto:Abie.Olyn@dalrrd.gov.za) or [Borna.Lewele@dalrrd.gov.za](mailto:Borna.Lewele@dalrrd.gov.za)

Tel: (012) 312 9786/9772/9448/8359/9518

### **38. PUBLICATIONS**

- Tender bulletin
- Departmental website
- Advert period: 21 days.
- There will be a virtual non-compulsory briefing session

5/2/2/1- DALRRD 0031 (2021/2022)

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD): REGION 4- GAUTENG, CHIEF REGISTRAR OF DEEDS & CHIEF SURVEY GENERAL**

**CLOSING DATE: 04 OCTOBER @11H00**

**NB: THERE WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION.**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjdjNjEwZDMtMzI0Yi00ZDk3LTkwYTUtYTU0MDAwYzk1ZDI2%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22f1b73430-d199-4d90-b27f-27d7f89937e4%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjdjNjEwZDMtMzI0Yi00ZDk3LTkwYTUtYTU0MDAwYzk1ZDI2%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22f1b73430-d199-4d90-b27f-27d7f89937e4%22%7d)

**DATE: 16 SEPTEMBER 2021**

**TIME: 10:00**

**Link:**

**TECHNICAL ENQUIRIES** : Ms Florah Masanabo/ Mr Enerst Khutswane  
TEL : 012 312 8185/8456  
EMAIL : [Flora.Masanabo@dalrrd.gov.za](mailto:Flora.Masanabo@dalrrd.gov.za)/[Ernest.Khutswane@dalrrd.gov.za](mailto:Ernest.Khutswane@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms Tshepo Mlambo/Mr. Abie Olyn/ Mr P Makhado/ Mr C Mahlase  
TEL : (012) 312 8359/9786/9518/8711  
EMAIL: [Tshepo.Mlambo@dalrrd.gov.za](mailto:Tshepo.Mlambo@dalrrd.gov.za)/ [abie.olyn@dalrrd.gov.za](mailto:abie.olyn@dalrrd.gov.za) / [pfarelo.makhado@dalrrd.gov.za](mailto:pfarelo.makhado@dalrrd.gov.za)/ [CliffordM@Dalrrd.gov.za](mailto:CliffordM@Dalrrd.gov.za)

**NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.**

**FINANCIAL PROPOSAL – PART 2 OF 2**



TEMPLATE 1: TRANSACTION FEE MODEL

ON-SITE SERVICES

Region 4 : Gauteng, Chief Registry of Deeds & CSG

RFP NO:

<TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>

RFP NAME:

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

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE>

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	60	R	-	R	-	R	-	R	-
2	Air Travel – Regional	1	R	-	R	-	R	-	R	-
3	Air Travel – Domestic	28312	R	-	R	-	R	-	R	-
4	Air Travel – International (Re-issue)	1	R	-	R	-	R	-	R	-
5	Air Travel – Regional (Re-issue)	1	R	-	R	-	R	-	R	-
6	Air Travel – Domestic (Re-issue)	1	R	-	R	-	R	-	R	-
7	Refunds – Air Domestic	1	R	-	R	-	R	-	R	-
8	Refunds – Air Regional	1	R	-	R	-	R	-	R	-
9	Refunds – Air International	1	R	-	R	-	R	-	R	-
10	Car Rental – Domestic	7255	R	-	R	-	R	-	R	-
11	Car Rental – Regional	1	R	-	R	-	R	-	R	-
12	Car Rental – International	1	R	-	R	-	R	-	R	-
13	Transfers/Shuttle – Domestic	4188	R	-	R	-	R	-	R	-
14	Transfers/Shuttle – Regional	1	R	-	R	-	R	-	R	-
15	Transfers/Shuttle – International	1	R	-	R	-	R	-	R	-
16	Accommodation – Domestic	10454	R	-	R	-	R	-	R	-
17	Accommodation – Regional	1	R	-	R	-	R	-	R	-
18	Accommodation – International	1	R	-	R	-	R	-	R	-
19	Bus/Coach Bookings	74	R	-	R	-	R	-	R	-
20	Train bookings – International	1	R	-	R	-	R	-	R	-
21	Visa Assistance									
21	(Provision of documents and advice)	1	R	-	R	-	R	-	R	-
22	Courier services for travel documentation	1	R	-	R	-	R	-	R	-
23	SMS Notifications	1	R	-	R	-	R	-	R	-
24	Parking bookings	1426	R	-	R	-	R	-	R	-
25	Cancellations	1	R	-	R	-	R	-	R	-
26	Changes to bookings	1	R	-	R	-	R	-	R	-
27	After Hours Services	1	R	-	R	-	R	-	R	-
28	Additional Ad-hoc Reports (per report)	1	R	-	R	-	R	-	R	-
29	Customised Reports (per report)	1	R	-	R	-	R	-	R	-
30	Travel Lodge card Reconciliation	1	R	-	R	-	R	-	R	-
31	Debtors Account Reconciliation	1	R	-	R	-	R	-	R	-
32	Other (Specify)	1	R	-	R	-	R	-	R	-
33	Other (Specify)	1	R	-	R	-	R	-	R	-
34	Other (Specify)	1	R	-	R	-	R	-	R	-
35	Other (Specify)	1	R	-	R	-	R	-	R	-
36	Other (Specify)	1	R	-	R	-	R	-	R	-
37	Other (Specify)	1	R	-	R	-	R	-	R	-
<b>Total</b>		<b>51799</b>			<b>R</b>	<b>-</b>			<b>R</b>	<b>-</b>
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional	#DIV/0!	#DIV/0!	Percentage Online	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>PRICE THAT WILL BE USED FOR EVALUATION PURPOSES</b>					<b>#DIV/0!</b>					

1.2 CONFERENCE TRANSACTION FEE

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