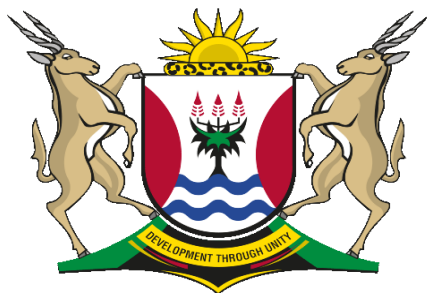


ANNEXURE A1



rural development & agrarian reform

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

**Request for Proposal for Appointment of Travel
Management Company
To Provide Travel Management Services to the
CHRIS HANI DISTRICT OFFICES
for a period of 36 months**

SCMU8-20/21-00164

Date Issued: 20 November 2020

Closing date and time: 11:00 – 14 December 2020

Bid Validity Period: 90 Days

TENDER BOX ADDRESS:

Department of Rural Development and Agrarian Reform
Block H
Komani office Pack
Queenstown

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1. INTRODUCTION

The DRDAR are uniquely placed to contribute to vibrant equitable sustainable rural community and food security for all

DRDAR's mandate is to promote support coordinate rural development and agrarian reform interventions to reduce poverty and underdevelopment through job creation, integrated food security programmes and equitable participation in development by all rural communities

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The Department of Rural Development & Agrarian Reform (DRDAR) seeks proposals from registered service providers (Travel Agents) to provide travel management services for the Head Office Staff (All Directorates) – DRDAR.

SCOPE OF THE PROJECT

The Department of Rural Development and Agrarian Reform will require a travel management service to provide the following;

- Comprehensive local travel arrangements and bookings for domestic travel on behalf of the ¹DRDAR consisting of *inter alia* accommodation, flights, car hire, shuttle service and conferences/workshops.
- Provide monthly Travel Management Reports,
- Reconcile invoices with Department requisitions and statements,
- Effect payment to service providers,
- Negotiate favorable deals for the Department
- Quick response time to travel requests,
- Perform all travel arrangements in terms of the rules provided by DRDAR and will ensure that all bookings are only processed against an official order duly signed and authorised by the relevant officials in the department
- After-hours service in case of emergencies

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 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

¹ Department of Rural Development and Agrarian Reform

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.

DRDAR means Department of Rural Development and Agrarian Reform

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.

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

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

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

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 TMC and Government that defines the level of service expected from the TMC.

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to DRDAR 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**

DRDAR 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**

Not applicable for this Document due to Covid-19 regulations

6. **TIMELINE OF THE BID PROCESS**

The period of validity of tender and the withdrawal of offers, after the closing date and time is **90 Days**.

7. **CONTACT AND COMMUNICATION**

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Nokude Mquqwana via email nokude.mquqwana@drdar.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated office of DRDAR may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for DRDAR in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and DRDAR must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, DRDAR 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. DRDAR and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DRDAR (other than minor clerical matters), the Bidder(s) must promptly notify DRDAR in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DRDAR an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DRDAR will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

- 10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DRDAR may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

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

12. SUBMISSION OF PROPOSALS

12.1 Bid documents must be placed in the tender box situated at

Department of Rural Development and Agrarian Reform
Block H
Komani office Park
Queenstown

on or before the 14 December 2020 @ 11:00am.

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

13. PRESENTATION / DEMONSTRATION

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty six). Performance will be assessed on the first 12 months and mal-performance will lead to termination of the contract.

15. SCOPE OF WORK

15.1. Background

DRDAR currently uses the normal procurement process of requesting quotations from three or more service providers to book an official. There is no automated system used currently by the department.

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

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

15.2. Travel Volumes

The current DRDAR total volumes **per annum** includes air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for the Financial Year 2019/20 as follows:

TRAVEL SPEND

CATEGORY	ESTIMATED TRANSACTION VOLUME	ESTIMATED BUDGET
Accommodation	104	R 1 318 111
Air Ticket	28	R 202 718
Car Hire	10	R 45 000

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

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

15.3. Service Requirements

15.3.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of **DRDAR**, locally. Is solely for the employees.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 16h00) and provide after hours and emergency services as stipulated in bullet 15.3.6
- c. Familiarisation with current **DRDAR** travel business processes.
- d. Familiarisation with current **DRDAR** controls to ensure compliance.
- e. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- f. Manage the third party service providers by addressing service failures and complaints against these service providers.
- g. Consolidate all invoices from travel suppliers.
- h. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- i. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to **DRDAR**.
- j. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

k. **Value Added Services**

The TMC must provide the following value added services:

Destination information for regional and international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;
- iv. Visa information;
- v. Travel alerts;
- vi. Location of hotels and restaurants;
- vii. Information including the cost of public transport;
- viii. Rules and procedures of the airports;
- ix. Business etiquette specific to the country;
- x. Airline baggage policy; and

- xi. Supplier updates
- xii. Electronic voucher retrieval via web and smart phones;
- xiii. SMS notifications for travel confirmations;
- xiv. Travel audits;
- xv. Global Travel Risk Management;
- xvi. VIP services for Executives that include, but is not limited to check-in support.

I. Communication

The TMC may be requested to conduct workshops and training sessions for Travel Bookers of DRDAR.

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

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

15.3.2 Reservations

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

- k. Assist with lounge access if and when required.

15.3.3 Air Travel

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Book parking facilities at the airports where required for the duration of the travel.
- h. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. Advise the Traveller of all visa and inoculation requirements well in advance.
- l. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

- p. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc that are negotiated directly or established by National Treasury or by DRDAR are **non-commissionable**, where commissions are earned for DRDAR bookings all these commissions should be returned to DRDAR on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by DRDAR.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per DRDAR's instructions

15.3.4 Accommodation

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

15.3.5 Car Rental and Shuttle Services

REQUEST FOR PROPOSAL NO. SCMU8-20/21-0164
Appointment of Travel Management Companies
To Provide Travel Management Services for Chris Hani District

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

15.3.6 After Hours and Emergency Services

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

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

15.4 Communication

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

15.5 Financial Management

- a. The TMC must implement the rates negotiated by DRDAR with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to DRDAR for payment within the agreed time period.
- c. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- d. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DRDAR for the services rendered.
- e. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- f. Consolidate Travel Supplier bill-back invoices.
- g. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DRDAR's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- h. Ensure Travel Supplier accounts are settled timeously.

15.6 Technology, Management Information and Reporting

- a. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- b. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- c. All management information and data input must be accurate.
- d. The TMC will be required to provide the DRDAR 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.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- e. Reports must be accurate and be provided as per DRDAR'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).
- f. DRDAR may request the TMC to provide additional management reports.
- g. Reports must be available in an electronic format for example Microsoft Excel.
- h. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 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.
 2. Finance
 - a) Reconciliation of commissions/rebates or any volume driven incentives;
 - b) Creditor's ageing report;
 - c) Creditor's summary payments;

- d) Daily invoices;
 - e) Reconciled reports for Travel Lodge card statement;
 - f) No show report;
 - g) Cancellation report;
 - h) Receipt delivery report;
 - i) Monthly Bank Settlement Plan (BSP) Report;
 - j) Refund Log;
 - k) Open voucher report, and
 - l) Open Age Invoice Analysis.
- i. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.
- j. The TMC to ensure high quality service to be delivered at all times to the **DRDAR's** travellers. The TMC is required to provide **DRDAR** with highly skilled and qualified human resources of the following roles but not limited to:
- a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - g. Strategic Account Manager (per hour)
 - h. System Administrator (General Admin)

15.7 Account Management

- 15.7.4.1 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 with regard to delivery of services in terms of the contract.
- 15.7.5 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the **DRDAR's** account.
- 15.7.6 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.7.7 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

- 15.7.8 Ensure that the DRDAR's Travel Policy is enforced.
- 15.7.9 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.7.10 Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 15.7.11 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

16 PRICING MODEL

DRDAR requires bidders to propose Transaction Fee pricing model

16.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

- 16.1 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 Off-site option (**Template 2**)

16.2 Volume driven incentives

- 16.2.1 It is important for bidders to note the following when determining the pricing:
 - i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
 - ii. No override commissions earned through DRDAR reservations will be paid to the TMCs;
 - iii. An open book policy will apply and any commissions earned through the DRDAR volumes will be reimbursed to DRDAR.
 - iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

17 EVALUATION AND SELECTION CRITERIA

DRDAR has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

REQUEST FOR PROPOSAL NO. SCMU8-20/21-0164
Appointment of Travel Management Companies
To Provide Travel Management Services for Chris Hani District

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 16.3 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

17.1 Gate 0: Pre-qualification Criteria

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

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Tax compliant status and Directors/Shareholders will be verified on CSD ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. CSD number
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document

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Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	NO	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your CSD number. Submit proof of registration.
ASATA Licence / Certificate	YES	<p>17.1.1.1 Bidders are required to submit their ASATA licence/ certificate (certified copy) at closing date.</p> <p>17.1.1.2 Where a bidding company is using a 3rd party ASATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

17.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of **100 points** and are required to achieve minimum threshold of **70 points of 100 points**.
- ii. The overall combined score must be equal or above **70 points** in order to proceed to Gate 2 for Price and BBBEE evaluations.

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

17.3 Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the **70 point** threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

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

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

17.3.1.1 Stage 1 – Price Evaluation (80 Points)

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

The

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

17.3.1.2 Stage 2 – BBBEE Evaluation (20 Points)

a. BBBEE Points allocation

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

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

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7	4
8	2
Non-compliant contributor	0

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

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

b. Joint Ventures, Consortiums and Trusts

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **DRDAR** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

c. Sub-contracting

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

The following is an extract from the PPPFA Act:

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

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

17.3.1.3 Stage 3 (80 + 20 = 100 points)

The Price and BBBEE points will be consolidated.

18 GENERAL CONDITIONS OF CONTRACT

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

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

19 CONTRACT PRICE ADJUSTMENT

Contract price adjustments will not be allowed

20 SERVICE LEVEL AGREEMENT

- 20.1 Upon award DRDAR and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DRDAR, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 20.2 DRDAR reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 20.3 Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 20.4 DRDAR 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 DRDAR or pose a risk to the organisation.

21 SPECIAL CONDITIONS OF THIS BID

DRDAR reserves the right:

- 21.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

- 21.2 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).
- 21.3 To accept part of a tender rather than the whole tender.
- 21.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 21.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 21.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.7 To award to bidder based either on size or geographic considerations subject to the price being negotiated to the rate of the lowest acceptable bid.

22 DRDAR REQUIRES BIDDER(S) TO DECLARE

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

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

23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

25 PREPARATION COSTS

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

26 INDEMNITY

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

27 PRECEDENCE

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

28 LIMITATION OF LIABILITY

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

29 TAX COMPLIANCE

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

30 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

31 GOVERNING LAW

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

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

33 CONFIDENTIALITY

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

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing

a Tender. This bid and any other documents supplied by DRDAR remain proprietary to DRDAR and must be promptly returned to DRDAR upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

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

34 DRDAR PROPRIETARY INFORMATION

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

35 AVAILABILITY OF FUNDS

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

REQUEST FOR PROPOSAL NO. SCMU8-20/21-0164
Appointment of Travel Management Companies
To Provide Travel Management Services for Chris Hani District

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM)

BID NUMBER:	SCMU8-20/21-0164	CLOSING DATE:	14 December 2020	CLOSING TIME:	11:00am
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DESCRIPTION

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	MS N.MQUQWANA
TELEPHONE NUMBER	045 807 7007/ 073 434 6177
FACSIMILE NUMBER	
E-MAIL ADDRESS	Nokude.Mquqwana@drdar.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms. N.Msi
TELEPHONE NUMBER	082 871 4791
FACSIMILE NUMBER	
E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1.1.1.1. 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]	1.1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM**

(SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

ECBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed
2. 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,

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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, shareholder², 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.

¹"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.

²"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 **YES / NO**
presently employed by the state?

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 :

.....

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Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

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

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2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

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.

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To Provide Travel Management Services for Chris Hani District

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



ECBD6.1

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

1.1.1.3.

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 NOT TO EXCEED R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

- 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:

1. B-BBEE Status Level of Contributor	2. Number of points	4. Number of points
3. (90/10 system)	5. (80/20 system)	
6. 1	7. 10	8. 20
9. 2	10. 9	11. 18
12. 3	13. 6	14. 14
15. 4	16. 5	17. 12
18. 5	19. 4	20. 8
21. 6	22. 3	23. 6
24. 7	25. 2	26. 4
27. 8	28. 1	29. 2
30. Non-compliant contributor	31. 0	32. 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:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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- ☐ 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

.....

.....

M

REQUEST FOR PROPOSAL NO. SCMU8-20/21-0164
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I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">(a) who are citizens of the Republic of South Africa by birth or descent; or(b) who became citizens of the Republic of South Africa by naturalisation-<ul style="list-style-type: none">i. before 27 April 1994; orii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

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Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date:

(c) Commissioner of Oaths Signature & stamp

1 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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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"/>

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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:		

ECBD8

CERTIFICATION

**I,THE UNDERSIGNED(FULLNAME).....
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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

ECBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

³ 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.

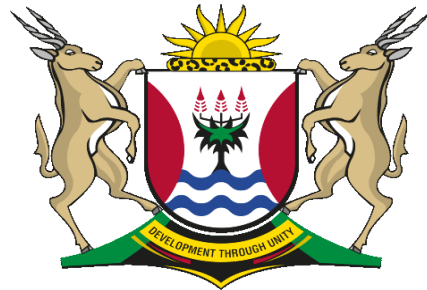
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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



rural development & agrarian reform

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

Annexure A2

DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

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January 2017

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

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

#	Technical Evaluation Criterion	Weight	Reference Page in Bidders Proposal	Comments
DESKTOP EVALUATION (FUNCTIONALITY)		100	BIDDER TO INDICATE	
1	ACCOUNT BUSINESS MANAGER EXPERIENCE	30		
1.	The Account / Business Manager must have detailed Curriculum Vitae indicating experience in Travel Management for the Public Service <ul style="list-style-type: none"> • 8 or more years' experience completed = 30 points • 5 -7 years' experience completed = 20 points • 3 -4 years' experience completed = 10 points • 1 -2 years' experience completed = 05 points 			

2	COMPANY EXPERIENCE IN THE TRAVEL INDUSTRY	40	40		
----------	--	-----------	-----------	--	--

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2	No of years in the travel management industry. Bidders must submit proof in the form of CIPS/ CIPRO registration certificate together with company profile and reference letters on client letterhead as evidence of services rendered and active existence in the Travel Industry. <ul style="list-style-type: none"> • 8 or more years' experience completed = 40 points • 5 -7 years' experience completed = 30 points • 3 -4 years' experience completed = 20 points • 1 -2 years' experience completed = 10 points 				
3	FINANCIAL CAPACITY	30	30		
3.1	Proof of funds to execute the contract (a letter of an active credit facility from a financing institution or proof of sufficient funds in the form of a bank statement) Not Older than 3 months for either type of proof <ul style="list-style-type: none"> • R1.m and above = 30 points. • R600 000 up to R 999 999 = 20 points • R 500 000 up to R 599 999 = 10 points 				

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

We confirm that _____ (Bidder's Name) will: –

- i. Act honestly, fairly, and with due skill, care and diligence, in the interests of DRDAR;
- j. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- k. Act with circumspection and treat DRDAR fairly in a situation of conflicting interests;
- l. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

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- m. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DRDAR;
- n. Avoid fraudulent and misleading advertising, canvassing and marketing;
- o. Conduct business activities with transparency and consistently uphold the interests and needs of DRDAR as a client before any other consideration; and
- p. Ensure that any information acquired by the bidder(s) from DRDAR will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature_____

Date_____

*Print Name of Signatory:*_____

Designation: _____

FOR AND ON BEHALF OF: _____(*Bidding Company's Name*)