



RFP NUMBER:	RFP/SASSETA/222311105
DESCRIPTION:	Appointment of a Travel Management Company (TMC) to provide travel management services to SASSETA for a period of 5 years from date of appointment.
PUBLISH DATE:	15 December 2022
CLOSING DATE:	03 February 2023
CLOSING TIME:	11h00 am
COMPULSORY BRIEFING SESSION DATE	20 January 2023 @ 10h00-12h00 via Microsoft (MS) teams – Prospective Bidders are to join the meeting via SASSETA Website www.sasseta.org.za . Prospective Bidders are to join the meeting by 10h14. Bidders will not be accepted into the meeting from 10h15 on the day of the briefing session.
VALIDITY PERIOD:	120 days from the closing date
PREFERENCE POINT SYSTEM	80/20
BID RESPONSES TO BE SUBMITTED ELECTRONICALLY OR HAND-DELIVERED/ COURIERED TO:	Proposals to be submitted electronically via email to travel@sasseta.org.za or be couriered, posted, or hand delivered to SASSETA Offices at Building 2, Waterfall Corporate Campus, 74 Waterfall Drive, Waterfall City, Midrand, 2090 for the attention of Mr. Mabolane Mankga, Quoting the reference (RFP/SASSETA/222311105)
ATTENTION:	Mr. Mabolane Mankga
<p>NB: Bidders to ensure that they sign the tender register at the reception when delivering their bids. Bidders who will use Courier companies are to ensure that the Courier company writes the name of the bidding company on the tender register. Submissions not registered on the tender register will be disqualified from further evaluation.</p> <p>The email address (travel@sasseta.org.za) is for the submission of tender proposals only and will only be accessed after the tender closing date and time.</p> <p>Queries related to this tender are to be sent to scm02@sasseta.org.za</p>	

NB: The SASSETA logo should not be displayed in any shape or form on proposals sent to SASSETA for consideration.

If you receive any suspicious calls asking for payment to secure an award of a bid or that the outcome of a tender can be influenced in your favour, please immediately inform the SASSETA Anti-Corruption Hotline at 0800 204 143 for further investigation.

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

SECTION A

1. RFP Submission Conditions and Instructions
2. Terms of Reference
3. Selection Process

SECTION B

1. Special Conditions of Bid and Contract
2. Invitation to Quote (SBD 1)
3. Pricing Schedule (SBD 3.1)
4. Declaration of Interest (SBD 4)
5. Preference Points Claim form in terms of Preferential Procurement Regulations 2017 (SBD 6.1). Bidders are to submit a certified copy of a valid B-BBEE Certificate or Sworn Affidavit.
6. Submission Checklist
7. General Conditions of Contract (Annexure A)
8. Map to SASSETA offices (Annexure B)

NB.: Bidders are required to return the SASSETA attached Standard Bidding (SBD) forms and not submit SBD forms from other entities.

1. RFP SUBMISSION CONDITIONS AND INSTRUCTIONS

1.1 FRAUD AND CORRUPTION

- 1.1.1 All Service Providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

1.2 COMPULSORY BRIEFING SESSION

- 1.2.1 There will be a compulsory virtual briefing session for this Request for Proposal

Date: 20 January 2023

Time: 10h00 -12h00

Venue: Virtual Microsoft (MS) Teams meeting

NB.: Prospective Bidders to join the meeting by 10h14 on the day of the briefing session. Prospective Bidders will not be accepted into the meeting from 10h15

1.3 CLARIFICATIONS/QUERIES

- 1.3.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) from **Mr. Mabolane Mankga** at scm02@sassetta.org.za by **12H00 on 20 January 2023**. The bid **number** should be mentioned in all correspondence. **Telephonic requests for clarification will not be accepted.**

1.4 SUBMITTING BIDS

- 1.4.1 Proposals are to be submitted electronically via email to:
travel@sassetta.org.za

OR

Hard-copy document to be couriered, posted hand-delivered to SASSETA Offices, building 2 Waterfall Corporate Campus, 74 Waterfall Drive, Waterfall City, Midrand, 2090 for the attention of Mr. Mabolane Mankga, Quoting the reference (RFP/SASSETA/222311105)

❖ Closing date and time: **03 February 2023 @ 11h00**

1.5 LATE BIDS

- 1.5.1 Bids received late shall not be considered. A bid will be considered late if it arrived only one second after 11h00 or any time thereafter. Bids arriving late will not be considered under any circumstances. Bidders are therefore strongly advised to ensure that bids be sent allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 1.5.2 The official Telkom time (dial 1026) will be used to verify the exact closing time (11h00)

1.6 DIRECTIONS TO SASSETA OFFICES FOR DELIVERY OF BIDS

- 1.6.1 Directions to SASSETA offices are attached as **Annexure B** to this document.
- 1.6.2 Bidders should allow time to access the premise due to security arrangements that need to be observed

1.7 FORMAT OF BIDS

- 1.7.1 Bidders to complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their bid should be concise, written in plain English and simply presented.
- 1.7.2 Bidders are to set out their bid in the following format:

Part 1: Invitation to Bid (SBD 1)

Bidders to complete and submit the Invitation to Bid document.

Part 2: Pricing (SBD 3.3)

Bidders to complete:

- A. SBD 3.3 as enclosed in this request in full inclusive of VAT and any other costs as per the requirements of the Terms of Reference.
- B. Bidders are to complete and submit Annexure D: Pricing Schedule, inclusive of VAT and any other costs as Part 2 of their proposal.

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

Part 3: Declaration of Interest (SBD 4)

Each party to the bid to complete and submit the Declaration of Interest.

Part 4: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1)

Bidders to complete and submit the Preference Points Claim Form.

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 OR a Letter from a registered Accounting Officer/ Auditor OR a sworn affidavit in terms of the Amended B-BBEE Codes from Exempted Micro Enterprises (EMEs) of R10 000 000 annual turnover.
- ❖ 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.

Part 5: Broad Based Black Economic Empowerment Certificate

Bidders are to submit an Original/Certified copy of a valid BBBEE 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. or a letter from an Accounting Officer/ Auditor or a sworn affidavit in terms of the Amended B-BBEE Codes from Exempted Micro Enterprises (EMEs) of R10 000 000 annual turnover.

Part 6: General Conditions of Contract

Bidders to initial each page of the General Conditions of Contract and submit with their bid document.

Part 7: Bidders National Treasury CSD registration report

Bidders to submit their CSD report indicating the validity of the bidder's registration.

Part 8: Quotation on the Company letterhead of the Bidding Company

Bidders are to attach a quotation on the Company letterhead inclusive of VAT and any other applicable costs in line with Annexure C.

Part 9: Responses to the Desktop Technical Evaluation Scorecard (Annexure C)

Bidders should ensure that they fully understand the requirements outlined in the desktop technical evaluation scorecard and submit a response to all requirements of Annexure D.

The technical evaluation scorecard are a set of questions geared to assess the suitability and technical competence of the bidder prior to recommendation for appointment.

Part 10: ASATA certificate/ licence

Proof of Association of South African Travel Agents (ASATA) and/or any other South African recognised licence. Non submission of ASATA certificate/ licence will lead to automatic disqualification.

Part 11: IATA certificate/ licence

Proof of International Air Transport Association (IATA) licence/ certificate or any other Internationally recognized professional body. Non submission of IATA certificate/ licence will lead to automatic disqualification.

1.8 NEGOTIATION

- 1.8.1 SASSETA has the right to enter into negotiation with a prospective service provider regarding any terms and conditions, including price(s), of a proposed contract.
- 1.8.2 SASSETA shall not be obliged to accept the lowest of any quotation, offer or bid.

- 1.8.3 SASSETA issues this bid invitation in good faith; however, it reserves the right to:
- ❖ Cancel or delay the selection process at any time, without explanation,
 - ❖ Not to select any of the respondents to this bid invitation, without explanation,
 - ❖ Exclude certain services, without explanation.
- 1.8.4 A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.

1.9 REASONS FOR REJECTION

- 1.9.1 SASSETA shall reject a bid for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 1.9.2 SASSETA may disregard the bid of any bidder if that bidder, or any of its directors:
- 1.9.2.1 have abused the Supply Chain Management systems of SASSETA.
 - 1.9.2.2 have committed proven fraud or any other improper conduct in relation to such systems.
 - 1.9.2.3 have failed to perform on any previous contract and the proof exists.
- 1.9.3 Such actions shall be communicated to the National Treasury.

1.10 FRONTING

- 1.10.1 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.
- 1.10.2 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 SASSETA may have against the Bidder/contractor concerned.

1.11 SUPPLIER DUE DILIGENCE

- 1.11.1. SASSETA 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.

1.12 CONTRACT PRICE ADJUSTMENT

- 1.11.2. 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.

2. TERMS OF REFERENCE

2.1. INTRODUCTION AND BACKGROUND

- 2.1.1. SASSETA was established on 1 July 2005. It is one of the twenty-one Sector Education and Training Authorities (SETAs) established in terms of the Skills Development Act (Act 97 of 1998) as amended. SASSETA's licence has been renewed until 31st March 2030. SASSETA is classified as a schedule 3A Public Entity in terms of the Public Finance Management Act, (Act 1 of 1999, as amended). SASSETA reports to the Department of Higher Education and Training.
- 2.1.2. SASSETA currently uses an outsourced Travel Management Company (TMC) to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process and SASSETA is in the process of acquiring a fully automated system. Currently, the travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the SASSETA TMC who will book the required travel with the relevant service providers.

2.2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 2.2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to SASSETA for a period of five (5) years from date of appointment.
- 2.2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by SASSETA for the provision of travel management services to SASSETA.
- 2.2.3. This RFP does not constitute an offer to do business with SASSETA, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

2.3. DEFINITIONS

- 2.3.1. **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 2.3.2. **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 16:01 to 07:29 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 2.3.3. **Air travel** means travel by airline on authorised official business.
- 2.3.4. **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.
- 2.3.5. **Car rental** means the rental of a vehicle for a short period of time by a traveller for official purposes.
- 2.3.6. **Delegated official** means an official authorised in writing by the AO/AA in terms of sections 44 and 56, respectively, of the PFMA or any other enabling legislation to exercise a power or perform a duty set out in the relevant

legislation, subject to such conditions as may be determined by the relevant AO/AA;

- 2.3.7. **Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.
- 2.3.8. **Domestic travel** means travel within the borders of the Republic of South Africa.
- 2.3.9. **Emergency service** means an event where unforeseen and unavoidable circumstances (either personal and, or, business related), including but not limited to, a death, illness, health risk, disaster management operations, or a business environmental risk, requires a booking for travel or a diversion from the original planned trip.
- 2.3.10. **Commerce** refers to the Government's buy-site for transversal contracts.
- 2.3.11. **International travel** refers to travel outside the borders of the Republic of South Africa.
- 2.3.12. **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.
- 2.3.13. **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.).
- 2.3.14. **Merchant fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 2.3.15. **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.
- 2.3.16. **Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- 2.3.17. **Shuttle service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 2.3.18. **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.
- 2.3.19. **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.
- 2.3.20. **Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

- 2.3.21. **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.
- 2.3.22. **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.
- 2.3.23. **Travel Management Company or TMC** refers to the Company contracted to provide travel management services (Travel Agents).
- 2.3.24. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 2.3.25. **Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
- 2.3.26. **VAT** means Value Added Tax.
- 2.3.27. **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.
- 2.3.28. **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.

2.4. SERVICE REQUIREMENTS

2.4.1. General

- 2.4.1.1. 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 SASSETA, locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that SASSETA is responsible for the arrangement and cost of travel.
 - b. Provide travel management services during normal office hours (Monday to Friday 07:30 – 16:00) and provide after hours and emergency services as stipulated in paragraph 2.2.6.
 - c. Familiarisation with current SASSETA travel business processes.
 - d. Assist with further negotiations for better deals with travel service providers.
 - e. Familiarisation with current SASSETA Travel Policy and implementations of controls to ensure compliance.
 - f. Penalties incurred because 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.
 - g. Provide a facility for SASSETA to update their travellers' profiles.
 - h. Manage the third-party service providers by addressing service failures and complaints against these service providers.
 - i. Consolidate all invoices from travel suppliers.

2.4.2. Reservations

2.4.2.1. The Travel Management Company will:

- a. Receive travel requests from travel bookers, respond with quotations (confirmations) and availability within four (4) hours unless specified as an emergency.
- b. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers within reasonable time from approval and send it to the travel Booker and traveller via the agreed communication medium.
- c. always endeavour to make the most cost-effective travel arrangements based on the request from the travel Booker.
- d. 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.
- e. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits, where it is practical.
- f. book the negotiated discounted fares and rates where possible.
- g. 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.
- h. book parking facilities at the airports where required for the duration of the travel.
- i. Respond within reasonable time and process all queries, requests, changes, and cancellations timeously and accurately.
- j. facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- k. issue all necessary travel documents, itineraries, and vouchers within reasonable time from approval to traveller(s) prior to departure dates and times.
- l. advise the Traveller of all visa and inoculation requirements well in advance.
- m. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- n. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- o. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- p. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- q. Visa applications will be the responsibility of the TMC and the relevant information should be supplied to the traveller(s) where visas will be required.
- r. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury are non-commissionable, where commissions are earned for SASSETA bookings all these commissions should be returned to SASSETA on a quarterly basis.

- s. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by SASSETA.
- t. Monthly submission of proof that services have been satisfactorily delivered (invoices/statements) as per SASSETA's instructions

2.4.3. **Air Travel**

2.4.3.1. The Travel Management Company will:

- a. The TMC must 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 should 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 email format) to the traveller(s) and travel bookers within an hour of approval.
- 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.

2.4.4. **Accommodation**

2.4.4.1. The Travel Management Company will:

- 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 (3) 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 SASSETA's travel policy.

- d. SASSETA travellers may only stay at accommodation establishments with which the TMC has negotiated corporate rates or where rates are within the applicable limits. 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 SASSETA.
- e. Accommodation vouchers must be issued to all SASSETA travellers for accommodation bookings and must be invoiced to SASSETA 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.

2.4.5. Car Rental and Shuttle Services

2.4.5.1. The Travel Management Company will:

- a. The TMC will book the approved category vehicle in accordance with the SASSETA Travel Policy 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 SASSETA 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 SASSETA 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.

2.4.6. After Hours and Emergency Services

- 2.4.6.1. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans and to respond within reasonable time.
- 2.4.6.2. A dedicated consultant/s must be available to assist SASSETA Travellers with after hour or emergency assistance.
- 2.4.6.3. After hours' services must be provided from Monday to Friday outside the official hours (16:01 to 07:29) and twenty-four (24) hours on weekends and Public Holidays.

- 2.4.6.4. 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.
- 2.4.6.5. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services and present a copy to SASSETA. This must include purchase order generation of the request within 24 hours.

2.4.7. Communication

- 2.4.7.1. The TMC must conduct workshops and training sessions for Travel Bookers of SASSETA.
- 2.4.7.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 2.4.7.3. The TMC must ensure sound communication with all SASSETA stakeholders and link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

2.4.8. Financial Management

- 2.4.8.1. The TMC must negotiate travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 2.4.8.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SASSETA for payment within the agreed time period.
- 2.4.8.3. Ensure savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 2.4.8.4. The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices SASSETA for the services rendered.
- 2.4.8.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 2.4.8.6. Consolidate Travel Supplier bill-back invoices.
- 2.4.8.7. Where the agreement between the TMC and SASSETA is to use a travel lodge card in this contract, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 2.4.8.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SASSETA's Supply Chain Management and Finance Department monthly. This includes attaching the Travel Authorisation, Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 2.4.8.9. Ensure Travel Supplier accounts are settled timeously.

2.4.9. Technology, Management Information and Reporting

- 2.4.9.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 2.4.9.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

- 2.4.9.3. All management information and data input must be accurate.
- 2.4.9.4. The TMC will be required to provide SASSETA with any standard or ad hoc report as required by 3rd party stakeholders.
- 2.4.9.5. The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- 2.4.9.6. Reports must be accurate and be provided as per SASSETA'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).
- 2.4.9.7. SASSETA may request the TMC to provide additional management reports.
- 2.4.9.8. Reports must be available in an electronic format for example Microsoft Excel.
- 2.4.9.9. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

2.4.9.9.1. **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.

2.4.9.9.2. **Finance**

- a) Reconciliation of commissions/rebates or any volume driven incentives.
- b) Creditor's ageing report.
- c) Creditor's summary payments.
- d) Monthly 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) Open voucher report, and
- k) Open Age Invoice Analysis.
- l) The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

2.4.10. **Account Management**

- 2.4.10.1. An Account Management structure should be put in place to respond to the needs and requirements of the SASSETA and act as a liaison for handling all matters about delivery of services in terms of the contract.

- 2.4.10.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the SASSETA's account.
- 2.4.10.3. The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.
- 2.4.10.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 2.4.10.5. Ensure that the SASSETA's Travel Policy is enforced.
- 2.4.10.6. The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- 2.4.10.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 2.4.10.8. During reviews, comprehensive reports or any other ad hoc reports as may be required for performance assessment purposes.

2.4.11. Value Added Services

2.4.11.1. The TMC must provide the following value-added services:

- a) 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
- b) Electronic voucher retrieval via web and smart phones.
- c) SMS notifications for travel confirmations.
- d) Travel audits.
- e) Global Travel Risk Management.
- f) VIP services for Executives that include but is not limited to check-in support.

2.4.12. Quarterly and Annual Travel Reviews

- 2.4.12.1. Quarterly reviews are required to be presented by the Travel Management Company on all SASSETA travel activity in the previous three-month period. These reviews are comprehensive and presented to SASSETA's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 2.4.12.2. Annual Reviews are also required to be presented to SASSETA's Senior Executives.

2.4.13. Office Management

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

- a) Senior Consultants
- b) Travel Manager (Operational)
- c) Finance Manager / Branch Accountant
- d) Account Manager
- e) System Administrator (General Admin)

2.4.14. MANDATORY REQUIREMENTS/ DISQUALIFICATION CRITERIA

2.4.14.1. ASATA Certificate/ licence

Proof of Association of South African Travel Agents (ASATA) and/or any other recognised licence. Non submission of ASATA certificate/ licence will lead to automatic disqualification.

2.4.14.2. IATA Certificate/ licence

Proof of International Air Transport Association (IATA) licence/ certificate or any other recognized professional body. Non submission of IATA certificate/ licence will lead to automatic disqualification.

2.5. TIMEFRAME FOR DELIVERY OF THE WORK

2.5.1. The duration of this contract will be for a period of five (5) years from date of appointment.

2.6. PRICING

2.6.1. SASSETA requires bidders to propose the transactional fee model.

2.6.1.1. Transaction Fees

2.6.1.1.1. Refer Annexure D: Pricing Schedule

2.6.1.1.2. 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 third-party service providers.

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

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

- a) National Treasury has negotiated non-commissionable fares rates with various airlines carriers and other service providers.
- b) No override commissions earned through SASSETA
- c) reservations will be paid to the TMCs.
- d) An open book policy will apply, and any commissions earned
- e) through the SASSETA volumes will be reimbursed to SASSETA.
- f) TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

2.7. ACCOUNTABILITY AND REPORTING

- 2.7.1. The service provider will report directly to the Finance Manager for the duration of this contract.

2.8. INTELLECTUAL PROPERTY

- 2.8.1. The service provider will be contracting with SASSETA. All products and data of this project, in whatever format raw or analysed, will be confidential information for utilisation by SASSETA. All information and documents, received from SASSETA or stakeholders, is to be kept confidential and may not be used or distributed in any format without the written approval of SASSETA. To this end, the service provider will be required to sign a confidentiality agreement within the contract.

3. PROPOSED SELECTION CRITERIA

3.1 Compliance requirements

3.1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

3.2 Conditions for selection/short listing

3.2.1 All submissions will be evaluated as follows:

3.2.1.1 Phase 1 – Required items, Service Providers to:

- Bidders are required to attend the compulsory briefing session. **Non-attendance of compulsory briefing session will lead to automatic disqualification.**
- Submit their responses/bidding documents by the closing date and time. **Responses/bidding documents submitted after the date and time will be disqualified from further evaluation.**
- Register the responses/bidding documents in the tender register at SASSETA reception. **Responses/bidding documents not recorded on tender submission register at SASSETA reception will be disqualified from further evaluation.**
- Bidders are required to submit their Association of South African Travel Agents (ASATA) and/or any other South African recognised licence. **Non submission of ASATA certificate/ licence will lead to automatic disqualification.**
- Bidders are required to submit their international Air Transport Association (IATA) licence/ certificate or any other Internationally recognized professional body. **Non submission of IATA certificate/ licence will lead to automatic disqualification.**
- complete and submit all Standard Bidding Documents (SBD) forms mentioned above on page 2 of this document, namely: SBD1, SBD3.1, SBD4, SBD 6.1.
- Bidders to be registered on the National Treasury Central Supplier Database (CSD) by the closing date and time of this request for quotation. Bidders are to provide SASSETA with a copy of their CSD registration report downloaded from the National Treasury CSD Website.
- Initial each page of the General Condition of Contract (Annexure A) and submit with your proposal

3.2.1.2 Phase 2 – Functionality evaluations

- Bidders who meet the mandatory requirements above will be evaluated on functionality requirements.

Functionality evaluation will be undertaken in two (2) phases:

- i. **Desktop technical functionality evaluation-** will be scored out of 80 with a minimum functionality threshold of 70%. Refer to Annexure C for detailed information. **Bidders who do not meet the minimum threshold of 70 points will be disqualified from further evaluation on Presentation evaluation.**

- ii. **Presentation Evaluation-** will be scored out of a 20 with a minimum threshold of 100% for on-line booking tool presentation. **Bidders who do not meet the minimum threshold of 100% on presentations will be disqualified from further evaluation on Price and BBEE**

3.2.1.3. **Phase 3 – Price and B-BBEE**

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable where 80 points will be allocated to price and 20 points for Broad-Based Black Economic Empowerment (B-BBEE) as follows:

Evaluation Criterion on Price and BBEE	
Relative competitiveness of proposed price	80
B-BBEE Status Level of Contribution	20
TOTAL FOR PRICE AND PREFERENCE	100

3.3 ADJUDICATION OF BID

3.3.1 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee (BEC) and make a recommendation to the Award Authority to make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid based on firm, verifiable and justifiable grounds, or no award at all.

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP/SASSETA/222311105	CLOSING DATE:	03 February 2023	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a Travel Management Company (TMC) to provide travel management services to SASSETA for a period of 5 years from date of appointment.				
PROPOSALS TO BE EMAILED:					
Proposals to be submitted electronically via email to travel@sasseta.org.za OR be couriered, posted or hand delivered to SASSETA Offices, Building 2 Waterfall Corporate Campus, 74 Waterfall Drive, Waterfall City, Midrand, 2090 for the attention of Mr. Mabolane Mankga.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Mabolane Mankga		CONTACT PERSON	Mr. Mabolane Mankga	
E-MAIL ADDRESS	scm02@sasseta.org.za		E-MAIL ADDRESS	scm02@sasseta.org.za	
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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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.

NAME OF SIGNATORY

SIGNATURE OF BIDDER:

N/B.: If a Company has one director as listed on CSD, the one Director to sign these documents on behalf of the Company. Any other member of the Company will require a Company Resolution to be attached to this submission signed by the duly Authorised Director.

N/B.: If the Company has more than one Director as listed on CSD, a signed Company Resolution to be attached to confirm that the one Director can sign on behalf of the Company. Any other member of the Company will require a Company Resolution to be attached to this submission signed by the duly Authorised Directors.

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

DATE:

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO.: RFP/SASSETA/222311105
CLOSING TIME: 11H00	CLOSING DATE: 03 February 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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APPOINTMENT OF A TRAVEL MANGEMENT COMPANY (TMC) TO PROVIDE TRAVEL MANGEMENT SERVICES TO SASSETA FOR A PERIOD OF FIVE (5) YEARS FROM DATE OF APPOINTMENT.

- Services must be quoted in accordance with the attached Terms of Reference and the attached Annexure D.

Total Consolidated Unit Costs (R inclusive of VAT) R_____

NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure D)

- All prices quoted **must** be inclusive of all applicable taxes, if no indication is given, prices will be evaluated as all-inclusive.
- Are you a VAT vendor? Yes/No
- Are the rates quoted firm for the full period? Yes/No
- 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

(To be signed by a duly Authorised Delegate)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

N/B. If more space required, Service providers are to copy this table onto their letterhead and provide information as per the table above

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

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

¹ 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.

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).

a) The value of this RFP is estimated **not to exceed** R50 000 000, **therefore the 80/20 reference point system shall be applicable.**

- 1.2 Points for this bid shall be awarded for:

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

- 1.3 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

- 1.4 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.
- 1.5 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);
“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;

- (e) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (f) “prices” includes all applicable taxes less all unconditional discounts;
- (g) “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;
- (h) “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;
- (i) “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 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

SBD 6.1

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; recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (b) 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;
 - (c) 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
 - (d) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p> <p>(Both witnesses are required to sign this document. SBD 6.1 submitted without signatures will be disqualified from evaluation)</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

(MUST be signed by a duly Authorised Delegate. A signed Company Resolution must be submitted). Non adherence to this requirement will lead to a disqualification)

If you receive any suspicious calls asking for payment to secure an award of a bid or that the outcome of a tender can be influenced in your favour, please immediately inform the SASSETA Anti-Corruption Hotline at 0800 204 143 for further investigation.

BIDDERS ARE ENCOURAGED TO USE THE FOLLOWING CHECKLIST WHEN SUBMITTING BIDS:

NO.	DETAILS	TICK BY BIDDER
1.	Part 1: Completed and signed the invitation to bid document (SBD 1) <ul style="list-style-type: none"> • To be signed by a duly Authorised Delegate. 	
2.	Part 2: <ul style="list-style-type: none"> • SBD 3.3 as enclosed in this request in full inclusive of VAT and any other costs as per the requirements of the Terms of Reference. • Bidders are to complete and submit Annexure D: Pricing Schedule, inclusive of VAT and any other costs as Part 2 of their proposal. • To be signed by a duly Authorised Delegate. 	
3.	Part 3: Completed and signed the bidder's declaration (SBD 4). <i>(In case of a consortium/ joint venture, or where sub-Service providers are utilised, each party to the bid to complete and sign the declaration of interest document)</i> <ul style="list-style-type: none"> • To be signed by a duly Authorised Delegate 	
4.	Part 4: Completed and signed the Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1) <ul style="list-style-type: none"> • To be signed by a duly Authorised Delegate. • Not claiming points as per bullet 6.1 and 6.2 on SBD 6.1 will lead to B-BBEE points not awarded 	
5.	Part 5: Submitted an original/ certified copy of a valid BBEE Certificate/Sworn Affidavit signed by a Commissioner of Oath. <i>(In case of a trust, consortium or joint venture, bidders 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.</i> <ul style="list-style-type: none"> • Non submission of a valid B-BBEE Certificate/sworn affidavit will lead to zero points awarded 	
6.	Part 6: Submitted the General Conditions of Contract (initialled each page)	
7.	Part 7: Bidders National Treasury Central Supplier Database (CSD) forms indicating the validity of the bidder's registration	
8.	Part 8: Bidder's attached quotation on the Company letterhead inclusive of VAT and any other applicable costs in line with the SBD 3.3	
9.	Part 9: Bidders should ensure that they fully understand the requirements outlined in the desktop technical evaluation scorecard (Annexure C) and respond to such requirements in details. The technical evaluation scorecard are a set of questions geared to assess the suitability and technical competence of the bidder prior to recommendation for appointment.	
10.	Part 10: Proof of Association of South African Travel Agents (ASATA) and/or any other recognised licence. Non submission of ASATA certificate/ licence will lead to automatic disqualification.	
11.	Part 11: Proof of International Air Transport Association (IATA) licence/ certificate or any other recognized professional body. Non submission of IATA certificate/ licence will lead to automatic disqualification.	