
Reference number: WCPT 04/2025/26

Private Bag X9165
CAPE TOWN
8000

INVITATION TO BID

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF A COMPREHENSIVE TRAVEL
MANAGEMENT SERVICE TO THE WESTERN CAPE PROVINCIAL TREASURY FOR THE PERIOD OF THREE (3)
YEARS**

CLOSING DATE AND TIME:

30 JANUARY 2026 AT 11:00

BID VALIDITY PERIOD:

90 DAYS

TENDER BOX:

**PROVINCIAL TREASURY
GROUND FLOOR (FOYER)
4 DORP STREET
TOWER BLOCK
CAPE TOWN**

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DEFINITIONS

| Term | Definition |
|---|--|
| Accommodation | The rental of lodging facilities while away from one's place of residence, on authorised official duty. |
| Executive Travellers | Refers to the Minister, Head of Department (HOD), and the Deputy Director-General (DDG). |
| After-hours Service | An enquiry or travel request actioned outside normal working hours (before 08:00 and after 17:00, Monday–Friday, and 24 hours on weekends and public holidays). |
| Agreement | The written agreement between the Western Cape Provincial Treasury (WCPT) and the Service Provider, as set out in the signed contract, including all attachments and referenced documents. |
| Air Travel | Travel by authorised airline for official purposes. |
| Bill-back | When a supplier sends an invoice to the Travel Management Company (TMC), who then invoices the Department for the service. |
| Car Rental | Rental of a vehicle by a traveller for official purposes. |
| Domestic Travel | Travel within the borders of the Republic of South Africa. |
| Conference Package | A bundled set of services required to host a meeting, workshop, or conference, including venue, facilities, equipment, catering, and any additional required services. |
| Emergency Service | Booking of travel required due to unforeseen circumstances necessitating an unplanned trip or deviation from the original plan. |
| International Travel | Travel outside the borders of the Republic of South Africa. |
| Net and Non-commissionable Rates | Rates that exclude mark-ups or third-party commissions. |
| POPIA | Protection of Personal Information Act, 2013 (Act 4 of 2013). |
| Regional Travel | Travel across South Africa's borders to any SADC country (Angola, Botswana, DRC, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Eswatini, Tanzania, Zambia, Zimbabwe). |
| Service Level Agreement (SLA) | The agreement between the TMC and WCPT defining minimum service quality standards, KPIs, and reporting requirements. |
| Shuttle Service | Transport provided to transfer a traveller between two points, e.g., workplace to airport. |

| Term | Definition |
|--|--|
| Other Transport Services | All additional modes of travel (e.g., rail, marine, bicycles, e-bikes, scooters) required to support official travel, beyond air travel, car rental, shuttles, and road transport. |
| Third Party | External service providers offering ad hoc travel-related services not directly provided by the TMC. |
| Transaction Fee | The fixed fee payable by WCPT to the TMC for each specific service type (e.g., international air ticket), charged per type, per transaction, per traveller. |
| Traveller | Any person duly authorised by WCPT to travel. |
| Travel Authorisation | The written or electronic approval granted by a delegated official for travel. |
| Travel Booker | The WCPT representative coordinating travel arrangements with the TMC on behalf of the traveller. |
| Traditional Off-site | A service model where the Service Provider performs all project activities at their own premises using their own resources, submitting all deliverables to the client remotely. |
| Travel Management Company (TMC) | The contracted service provider responsible for delivering travel management services. |
| Travel Voucher | A document issued by the TMC confirming reservation and/or payment for travel arrangements. |
| Value-added Services | Additional services that enhance travel management (e.g., airport rules and procedures) at no extra cost to WCPT. |
| VAT | Value Added Tax. |
| RFP | Request for Proposal. |
| Self-Booking Tool (SBT) | A secure, web-based portal that allows a travel booker to perform self-service travel transactions. |
| WCPT | Western Cape Provincial Treasury. |

SECTION A INFORMATION TO THE BIDDERS

1. INTRODUCTION

The Western Cape Provincial Treasury (WCPT) seeks to appoint a qualified and accredited Travel Management Company (TMC) to provide comprehensive travel management services to the Department for a period of three (3) years.

In line with the principles of good governance, fiscal discipline, and operational efficiency, WCPT requires a service provider that will ensure the effective, cost-efficient, and transparent management of official travel arrangements.

The TMC will be responsible for delivering services that support the Department's objective of maintaining value-for-money travel, efficient logistics coordination, and compliance with National Treasury cost containment measures.

2. DURATION OF CONTRACT

The successful bidder will be appointed for a period of three (3) years (36 months). The appointed service provider will be required to commence from the 01 April 2026 to 31 March 2029.

3. TIMELINES OF THE BID PROCESS

| ACTIVITY | DUE DATE |
|---|------------------|
| Advertisement of Bid in the National Treasury e-Tenders Portal: https://etenders.gov.za/Tenders | 15 December 2025 |
| Bid Closure | 30 January 2026 |
| Presentation by Bidders that proceeded to Phase 3: Stage 3 | TBC |
| Notification of Successful Bidder | 01 March 2026 |
| Notice to all bidders | 01 March 2026 |
| Bids will be valid until 90 days after Bid Closure; however, circumstance may arise whereby the Provincial Treasury may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered by the bidders. This request will be done before the expiry of the original validity (binding) period. | |

4. CENTRAL SUPPLIER DATABASE

- 4.1 Bidder must be registered on the Central Supplier Database (CSD) at the time of the award. Failure to be actively registered on the CSD by the time of award will result in the disqualification of the bid.
- 4.2 If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register.
- 4.3 Bidders must ensure that all the documentation on the CSD is updated, complete and valid.
- 4.4 Bidders are also required to submit the latest CSD registration summary report Bidders must ensure that their tax information on the CSD is up to date. If any of the required information is not provided, the bidder must submit a valid tax clearance Certificate or Valid tax Compliance Status Pin.

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- 4.5. The bidder should furthermore note that CSD will be utilised to conform compliance to tax and other related matters and is therefore the bidder's responsibility to ensure compliance in all respects.

5. WESTERN CAPE SUPPLIER EVIDENCE BANK (WCSEB)

- 5.1 All prospective service providers intending to do business via ePS must **additionally** be registered on the Western Cape Supplier Evidence Bank (WCSEB).
- 5.2 All prospective service providers are invited to register online as a supplier on the Western Cape e-Procurement Solution. Enquiries regarding the registration process may be referred to wcseb@westerncape.gov.za.
- 5.3 It is required that all bidders be registered on the Western Cape Supplier Evidence Bank (WCSEB) at the time of invitation and award.
- 5.4 Bidders bear the responsibility of ensuring that any documents that are housed and appear on the WCSEB, are fully accurately completed and valid at the time of bid closure.

6. INSTRUCTION TO BIDDERS

- (a) Bidders are required to submit their bid documents in a sealed envelope clearly marked "WCPT 04/2025/26 for the rendering of a comprehensive travel management service to the Western Cape Provincial Treasury for a period of three (3) years" be deposited in the bid box marked: "Provincial Treasury" situated at:

Ground Floor (Foyer)
4 Dorp Street (c/o Dorp and Keerom Street)
Tower Block
Cape Town
8001

Or

- (b) may be couriered to:

For attention: Mr Neo Rhapale
Provincial Treasury
4 Dorp Street (c/o Dorp and Keerom Street)
1st Floor, Tower Block
Cape Town
8001

- 6.1 The hard copy of the bid response will serve as the legal bid document.
- 6.2 Bidders' attention is drawn to the sequential submission in the following format:

- (a) One (1) original hard copy of all bid documents
- (b) One (1) USB flash drive containing all documents included in the original hard copy, as well as an Excel version of the pricing schedule, must be submitted. The USB flash drive must be clearly marked with the bidder's name.
- (c) All documents submitted on the USB must be exact copies of the original hard copy documents. In the event of any discrepancies, the hard copy will be regarded as the official version.

- (d) Bid documents must be submitted in a sealed envelope or other suitable sealed packaging, clearly marked with the bidder's name and address, the bid number, and the closing date.

7. CONTACT DETAILS

For more detailed information regarding the bid procedure, specifications and technical queries please contact the following person per e-mail:

Name: Mr Neo Rhapale

E-mail address: Neo.Rhapale@westerncape.gov.za

- 7.1 Potential bidders are required to send any enquiries related to the bid in writing to the abovementioned official. All enquiries should be sent to the Department on or before the close of business day, 20th January 2026.
- 7.2 Bidders should note that all questions received will be consolidated and responses will be published on the e-tender portal where the bid was advertised.

8. COMMUNICATION

- 8.1 Provincial Treasury reserves the right to communicate with bidders for purposes including, but not limited to, seeking clarification on bid submissions, obtaining supplementary information, or extending the validity period of bids. Notwithstanding the foregoing, any communication—whether by electronic mail, written correspondence, or any other medium—between a bidder and any official of a department, the department itself, or any person acting in an advisory capacity to the Provincial Treasury in relation to this bid, from the closing date until the formal award of the bid, is impermissible.

9. GENERAL BID CONDITIONS

- 9.1 All bids are subject to the General Conditions of Contract of Government (GCC).
- 9.2 Bid documents will only be considered if received by the Department before the closing date and time.
- 9.3 Late bids will not be accepted.
- 9.4 Please note:
- (a) It is the bidder's responsibility to ensure that all the required documents of the bid are submitted.
 - (b) No correspondence will be entered into regarding non-submission/attachment of required documents. Failure to submit the required documents will render the bid non-responsive.
- 9.5 Only offers by bidders who bid for a complete service in respect of all services specified, will be considered.
- 9.6 The Western Cape Provincial Treasury (WCPT) is not bound to accept any of the proposals submitted.
- 9.7 All bids submitted must remain valid for 90 days from date of closure.
- 9.8 The WCPT further reserves the right to request the bidders to deliver presentations to obtain more clarity on bids submitted.

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- 9.9 Information in substantiation of the proposals can at any point in time be verified by the WCPT during the adjudication process. Any information provided will be treated with the utmost confidentiality.
- 9.10 Bidders may not contact the WCPT on any matter pertaining to their bid from the bid closure date to the time the bid is awarded. Any effort by a bidder(s) to influence the bid evaluation, bid comparisons or bid award decisions, in any manner, will result in rejection of the bid concerned.
- 9.11 All educational qualifications should be from a South African accredited institution/s otherwise, **if from a foreign institution, they should be accredited by the South African Qualification Authorities (SAQA).**
- 9.12 Bidders must not have been convicted of criminal offence as per the Criminal Procedure Act 51 of 1977 and its amendments, and any other relevant legislation.
- 9.13 Where the service provider will be insourcing/subcontracting resources, this must be clearly indicated in the bid document. Bidders intending to insource/subcontract must disclose such information on their WCBD 6.1 form and provide the sub-contractors information. (Please refer to paragraph 9 of the WCBD 6.1 form).
- 9.14 The bidder must submit documentary evidence of qualifications relevant to the provision of travel management services. Acceptable proof includes, but is not limited to:
- Accreditation Certificates from recognized travel industry bodies (e.g., IATA, ASATA);
 - Professional Certifications of key personnel (such as Account Managers and Travel Consultants);
 - Curricula Vitae (CVs) of key personnel;
 - B-BBEE Certificate or Sworn Affidavit; and
 - Central Supplier Database (CSD) Report for any insourced or subcontracted resources.

These documents must be submitted as part of the bid, together with all requirements applicable to the primary resources.

10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 10.1 The ownership of and all rights in and to intellectual property owned by either Party prior to the commencement of the contract shall be and remain vested with the Party who, at the commencement of the contract, is the owner thereof.
- 10.2 Subject to clause 10.1, the successful bidder shall retain all intellectual property rights in any materials or content of any nature developed for the Western Cape Government during the provision of services under these Terms of Reference. However, the bidder shall grant the Western Cape Government a perpetual, irrevocable, worldwide, non-exclusive, and non-transferable license - free of royalties and fees - to use and adapt such intellectual property for any future programmes it may undertake.
- 10.3 Ownership of all intellectual property in any reports that was specifically developed or generated by the successful bidder for the Provincial Treasury pursuant to these Terms of Reference shall vest in Provincial Treasury.
- 10.4 The successful bidder shall not use or allow any third party to use any of the documentation and materials specifically developed by the successful bidder for and with input from the Western Cape Government pursuant to these Terms of Reference without the prior written consent of the Provincial Treasury.

- 10.5 All information and documentation provided to the successful bidder by the Western Cape Government officials and/or municipalities in relation to and/or during the rendering of the services referred to in these Terms of Reference must be kept confidential by the successful bidder, may not be disclosed by the successful bidder to any third parties, unless prior written permission has been obtained from the Provincial Treasury and subject to any conditions stipulated by the Provincial Treasury.
- 10.6 The successful bidder/s hereby indemnifies the Provincial Treasury from and against any claim that any material used by the successful bidder/s, in the course of providing the services to the Provincial Treasury pursuant to these Terms of Reference, infringes any third party's intellectual property rights.

11. JOINT VENTURES, CONSORTIUMS AND TRUSTS

- 11.1 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, certificate.
- 11.2 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.
- 11.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Provincial Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 11.4 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, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12. CONTRACTUAL CONDITIONS

- 12.1 Successful service providers will enter into a service level agreement with Provincial Treasury.
- 12.2 The contract value should be inclusive of all costs and VAT.
- 12.3 The TMC shall ensure that the Self-Booking Tool (SBT) and any related booking systems include an integrated workflow that automatically identifies and flags non-compliance with the Department's travel policies.
- 12.4 The bidder acknowledges and agrees to fully comply with the Protection of Personal Information Act (POPIA), 2013 (Act No. 4 of 2013) and all relevant data protection legislation in handling any personal and sensitive information provided by the Department during the tender process and thereafter.
- 12.5 The bidder is required to sign a Non-Disclosure Agreement (NDA) to safeguard the confidentiality of all information provided by the Department during the tender process. This includes, but is not limited to, any personal, sensitive, or proprietary information. The bidder shall not disclose any such information to any third party without prior written consent from the Department.
- 12.6 All data should be secured at all times and not accessible to or by any unauthorised parties to comply with POPIA requirements.
- 12.7 All data within the TMC system, including online transactions, booking information, and personal data, must be secured at all times and protected against unauthorised access, in compliance with POPIA requirements. The service provider must implement appropriate technical and

organisational measures to ensure system security, including encryption, access controls, regular security audits, and secure data storage. Prior to the approval, the recommended service provider will be required to complete and submit the POPIA annexure to demonstrate compliance with the protection of personal information.

- 12.8 The successful bidder will be required to initial and sign both the General Conditions of Contract (GCC) and the Terms of Reference (ToR) prior to the award of the contract.
- 12.9 Provincial Treasury also reserves the right to conduct any evaluation verifications before the final award or at any time during the term contract period.
- 12.10 Provincial Treasury may conduct due diligence before the final award or at any time during the contract period, and this may include pre-announced/ non-announced site visits to all sectors, official bookings, including the TMC operational offices.
- 12.11 The TMC should ensure due diligence risk management on all third parties involved in all sectors' official bookings, e.g., Property site visits, etc.
- 12.12 These turnaround times apply to all bookings, queries, incidents, and after-hours requests to ensure consistent, reliable, and timely service delivery to the Department, and the specific service turnaround requirements will be discussed and finalised during the SLA negotiation phase with the successful service provider.

Table: Turnaround times

| Service Area | Requirement | Turnaround Time / Standard |
|-------------------------------|---|--|
| Domestic Bookings | Confirmation of flight/accommodation/car hire bookings | Within 2 hours |
| International Bookings | Confirmation of flight/accommodation/car hire bookings | Within 4 hours |
| Queries (General) | Acknowledge and respond to queries | 1 hour acknowledgment; 4 hours resolution/update |
| After-Hours Support | Response to urgent travel queries or changes outside business hours | 30 minutes response; 1 hour assistance |
| Incident Response | Initial response when an incident is logged (e.g., stranded traveller, booking failure, system error) | 1 hour |
| Incident Resolution | Time to resolve incidents, unless escalation is required | 24 hours |
| Service Availability | Ensures TMC services are accessible 24/7/365 | Must demonstrate operational capacity for 24/7 support |
| Escalation Procedure | If delays occur, provide clear escalation communication | Escalation within 1 hour |

13. REPORTING AND MONITORING REQUIREMENTS:

- 13.1 An inception meeting will be held with the successful bidder either via MS Teams or face-to-face on the first day of the project to establish milestones, deliverables, and timeframes. These milestones will provide the basis for monitoring progress on the project.

- 13.2 Any issues identified by the Service Provider that may hamper the timeous achievement of these milestones must be escalated immediately to the PT project manager who will endeavour to address it promptly.
- 13.3 Performance reviews will be based on monthly reports comparing actual achievements against the targets agreed upon as signed on the Annual Workplan.
- 13.4 The following project reports will be required to be submitted in the pre-agreed formats as proof of delivery of services:
- Inception Report and Annual Workplan
 - Project progress reports at key milestones
 - Ad-hoc reports and those defined in the Annual Workplan to be determined at inception.
 - Project close-out reports
- 13.5 A close out report is required at the end of the assignment specifying the work done, the outputs generated, the institutions and individuals consulted, skills transferred, overall successes and failures, lessons learnt, and recommendation for future assignments of this nature.

14. PENALTIES FOR NON-PERFORMANCE (GCC CLAUSE)

The following clause from the General Conditions of Contract (GCC) applies and cannot be amended:

"If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance."

14.1 Application to TMC Services

This clause will apply in cases where the Travel Management Company (TMC) fails to:

- Process bookings or travel arrangements within the agreed turnaround times.
- Respond to queries, incidents, or after-hour requests as per the SLA.
- Provide accurate reporting or required deliverables as outlined in Section 13.4.

14.2 Calculation / Imposition of Penalty

The penalty will be calculated based on the value of the affected service(s) or transaction(s). For example, if a booking or reporting service is delayed or not performed, the proportionate fee for that service forms the basis of the penalty.

The current prime interest rate will be applied for each day of delay from the due date until actual delivery or resolution.

Deductions will be made from the contract payments to the TMC, without prejudice to any other remedies available to the Department.

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCPT IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCPT HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCPT.

THE WCPT EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCPT AND THE PUBLIC AT ALL TIMES.

THE WCPT IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WCPT.

| | | | | | |
|---|---|---------------|--|--|--------------|
| BID NUMBER: | WCPT:04/2025/26 | CLOSING DATE: | 30 JANUARY 2026 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE WESTERN CAPE PROVINCIAL TREASURY FOR THE PERIOD OF THREE (3) YEARS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX (MARKED "PROVINCIAL TREASURY") SITUATED AT: | | | | | |
| Ground Floor (Foyer) 4 Dorp Street (c/o Dorp and Keerom street) Tower Block, CAPE TOWN 8000 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr Neo Rhapale | | CONTACT PERSON | Mr Neo Rhapale | |
| TELEPHONE NUMBER | 021 483 3945 | | TELEPHONE NUMBER | 021 483 3945 | |
| E-MAIL ADDRESS | Neo.Rhapale@westerncape.gov.za | | E-MAIL ADDRESS | Neo.Rhapale@westerncape.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |

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| | | | | | | | |
|---|---|--|--|--------|---|---------|------|
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | WCSEB No. | | TCS PIN: | | AND | CSD 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 | | |
| IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS) | [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 TOGETHER WITH A COMPLETED 6.1 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 THE QUESTIONNAIRE BELOW] | | |
| 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. | | | | | | | |

Please initial.....

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, 2022, 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 (WCBD7).**

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE 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 AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 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 WHO ARE 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:

Please initial.....

WCBD 3.3
PRICING SCHEDULE – 2025 PRICING ADDENDUM

(Professional Services)

| | |
|----------------------------|--------------------------------------|
| NAME OF BIDDER: | BID NO: 04/2025/26 |
| CLOSING TIME: 11:00 | CLOSING DATE: 30 January 2026 |

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE WESTERN CAPE PROVINCIAL TREASURY FOR THE PERIOD OF THREE (3) YEARS

1. Bidders must indicate the total estimated cost (in the table below), inclusive of all expenses and VAT. This total must serve as a summary of the estimated costs, as the detailed cost per transaction type will be captured in the 2025 Pricing Addendum.
2. The detailed cost per item **MUST** be completed and submitted using the Excel document titled **2025 PRICING ADDENDUM**.
3. The transaction fee must be a fixed amount per service. The fee must be linked to the actual cost of delivering the service and may not be calculated as a percentage of the value or cost of any third-party services.
4. The unit pricing indicated in the 2025 Pricing Addendum will be regarded as the official and final price offered per item on the Transaction Fee Schedule. Where no estimated transaction (EST TRX) is provided, the bidder must supply a unit cost for that transaction type or service on the **2025 PRICING ADDENDUM**.
5. Prices offered must be fixed for the duration of the contract, with inflationary adjustments permitted only for **Year 2 and Year 3**, where applicable.
6. Bidders must provide a price per unit for all transaction types.
7. **Prices must be quoted in South African Rand (ZAR) and must be inclusive of VAT (15%).**
8. The total price calculation (Note: This section is already populated on the Excel spreadsheet):
 - Multiply the estimated number of transactions for each item by the unit price for Year 1, Year 2 and Year 3.
 - Add the totals for all three years to determine the **total bid price** for that fee structure.
 - *Note:* Conferencing is an optional item. For evaluation purposes, conferencing prices **will not** be factored into the price comparison.
9. It is compulsory for bidders to provide pricing for both traditional off-site Travel Management Services and the Self-Booking Tool (SBT).
10. Bidders submitting pricing for only one (1) of these components **will be disqualified**.

Please initial.....

| Year | Service Category | Cost (ZAR) | Service Category | Cost (ZAR) |
|--------|---|------------|---|------------|
| Year 1 | Self-Booking Services | R..... | Off-site | R..... |
| Year 2 | Self-Booking Services | R..... | Off-site | R..... |
| Year 3 | Self-Booking Services | R..... | Off-site | R..... |
| | 15% Value Added Tax (VAT) | R..... | 15% Value Added Tax (VAT) | R..... |
| | TOTAL ESTIMATED COST (All applicable costs, including VAT) | R..... | TOTAL ESTIMATED COST (All applicable costs, including VAT) | R..... |

11. Price breakdown

- 11.1. The pricing schedule is attached as an Annexure **(2025 PRICING ADDENDUM)**
- 11.2. Bidders are required to submit both:
- a completed printed version of the Pricing Schedule and
 - the Excel version of the Pricing Schedule **(2025 PRICING ADDENDUM)**.
- 11.3. All pages of the printed Pricing Schedule must be initialled by the bidder. The printed version must be submitted in hard copy with the bid. The electronic Excel version must be submitted when requested. Bidders must submit the electronic (Excel) version of their completed Pricing Schedule within five (5) calendar days of receiving a request from Provincial Treasury.
- 11.4. The total bid price must be all-inclusive, covering all costs associated with rendering the services required under this bid.

Any enquiries regarding bidding procedures may be directed to the following official:

Name: Mr Neo Raphale

Email address: Neo.Raphale@westerncape.gov.za

Please initial.....

WCBD 4
PROVINCIAL GOVERNMENT OF WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **DEFINITIONS**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"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;

"business interest" means:

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner:
 - (i) that amounts to the:
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to:
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to:

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any:

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s:

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means:

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means:

- (a) the Institution of the Western Cape; and
- (b) a provincial public entity;

“RWOEE” means:

Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s:

- a) partner in marriage or civil union according to legislation;
- b) partner in a customary union according to indigenous law; or
- c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion;

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - (a) Therefore, by 31 January 2017, all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution;
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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 Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
10. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. 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 authorises 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.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. 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.

SECTION A DETAILS OF THE ENTITY

| | |
|--|------|
| CSD Registration Number | MAAA |
| Name of the Entity | |
| Entity registration Number (where applicable) | |
| Entity Type | |
| Tax Reference Number | |

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in Table A below.

Table A

| FULL NAME | DESIGNATION <i>(Where a director is a shareholder, both should be confirmed)</i> | IDENTITY NUMBER | PERSONAL TAX REFERENCE NO. | PERCENTAGE INTEREST IN THE ENTITY |
|------------------|--|------------------------|-----------------------------------|--|
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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCPT, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

| | | | |
|------------|---|----|-----|
| B1. | Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions) | NO | YES |
| B2. | Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE") | NO | YES |
| B3. | Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B) | NO | YES |

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

| FULL NAME OF EMPLOYEE | IDENTITY NUMBER | DEPARTMENT/ ENTITY OF EMPLOYMENT | DESIGNATION/ RELATIONSHIP TO BIDDER** | INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known) |
|-----------------------|-----------------|--|---|--|
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Please initial.....

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

| | | | |
|------------|--|----|-----|
| C1. | Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C) | NO | YES |
|------------|--|----|-----|

C2. TABLE C

Complete the below table to the maximum of the last five contracts.

| NAME OF CONTRACTOR | PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY | TYPE OF SERVICES OR COMMODITY | CONTRACT/ ORDER NUMBER | PERIOD OF CONTRACT | VALUE OF CONTRACT | |
|--|--|-------------------------------------|------------------------------|-----------------------|----------------------|-----|
| | | | | | | |
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| | | | | | | |
| C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector? | | | | | NO | YES |
| C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.) | | | | | NO | YES |
| C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury? | | | | NO | YES | N/A |
| C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)? | | | | | NO | YES |
| C7. 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? | | | | | NO | YES |

Please initial.....

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience?
ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

.....
.....

Please initial.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all the invited bids. 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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"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;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and **"tender"** is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means:
- (a) The B-BBEE status level certificate issued by an authorised body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 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).

2.2 Preference point system for this bid:

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

2.3 Preference points for this bid shall be awarded for:

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

2.4 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 |

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state 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.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

- (a) points out of 80 for price; and
- (b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies

the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

- 3.7** Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

| | | |
|---|-----------|---|
| 80/20 | or | 90/10 |
| $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or | $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

| | | |
|---|-----------|---|
| 80/20 | or | 90/10 |
| $P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$ | | $P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$ |

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51 per cent (50 per cent or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51 per cent or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 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.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 8.1 B-BBEE Status Level of Contribution..... = (**maximum of 20 points**)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

Please initial.....

9. SUB-CONTRACTING

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

9.1.1 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? **YES/NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/FIRM

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

[SELECT APPLICABLE ONE]

10.5 ***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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:***

- (i) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.***
- (ii) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:***
 - (a) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;***
 - (b) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;***
 - (c) provides false information or misrepresents information relevant to assessing the B-BBEE***

Please initial.....

status of an enterprise to any organ of state or public entity; or

- (d) engages in a fronting practice.*
- (iii) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.*
- (iv) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.*
- (v) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.*
- (vi) 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; and*
- (d) forward the matter for criminal prosecution.*
- (vii) The information furnished is true and correct.*
- (viii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.*

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specification.

5. Use of contract documents and information; inspection

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections Tests and Analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

Payment

- 15.6. The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 15.7. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 15.8. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 15.9. Payment will be made in Rand unless otherwise stipulated in the SCC.

16. Prices

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

17. Contract amendments

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

18. Assignment

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

19. Subcontracts

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

Delays in supplier's performance

- 19.2. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 19.3. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practical after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 19.4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department or a local authority.
- 19.5. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 19.6. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 19.7. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

20. Penalties

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

21. Termination for default

- 21.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 21.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 21.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 21.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 21.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, goods, works or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 21.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 21.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 21.5. Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person and with which enterprise or person the first-mentioned person is, or was in the opinion of the Accounting Officer/Authority actively associated.
- 21.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) **the date of commencement of the restriction;**
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded onto the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 21.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

22. Anti-dumping and countervailing duties and rights

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

23. Force Majeure

- 23.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 23.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

24. Termination for solvency

- 24.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

25. Settlement of disputes

- 25.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 25.3. Should it not be possible to settle a dispute by means of mediation it may be settled in a South African court of law.
- 25.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 25.5. Notwithstanding any reference to mediation and/or court proceedings herein:
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

26. Limitation of liability

- 26.1. Except in cases of criminal negligence or wilful misconduct and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Governing Language

- 27.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

28. Applicable law

- 28.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

29. Notices

- 29.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 29.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

30. Taxes and duties

- 30.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the purchaser's country.
- 30.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 30.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

31. National Industrial Participation Programme

- 31.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

32. Prohibition of restrictive practices

- 32.1. In terms of section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 32.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 32.3. If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SECTION B TERMS OF REFERENCE

BID REFERENCE NUMBER: WCPT 04/2025/26: TERMS OF REFERENCE FOR THE RENDERING OF A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE WESTERN CAPE PROVINCIAL TREASURY FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION

The Western Cape Provincial Treasury (WCPT) is mandated to manage the Western Cape Province's public finances responsibly and transparently. In fulfilling this mandate, the WCPT plays a central role in ensuring that provincial resources are allocated, utilised, and accounted for in a manner that supports effective governance and service delivery.

In accordance with Section 18 of the Public Finance Management Act, 1999 (Act 1 of 1999), a Provincial Treasury is required to prepare the provincial budget, exercise control over its implementation, and promote and enforce transparency and effective financial management across provincial departments, municipalities, and provincial public entities. This mandate ensures sound financial governance, proper oversight, and accountability within the provincial sphere.

Similarly, in terms of Section 5(4) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA), the Provincial Treasury must, among other responsibilities, monitor compliance with the MFMA by municipalities and municipal entities in the province. This includes overseeing the preparation of municipal budgets, monitoring the monthly outcomes of these budgets, and ensuring that municipalities submit all required financial reports in accordance with the MFMA.

The Western Cape Provincial Treasury (WCPT) requires the services of a qualified Travel Management Company (TMC) to facilitate travel arrangements for its staff and, where applicable, external stakeholders. These arrangements include domestic travel and, occasionally, regional and international travel. Required services encompass air travel, accommodation, airport transfers, shuttle services/road transport and other transport services, car rentals, parking, and other value-added services. When required, the TMC shall also arrange conference packages, including the booking of suitable venues and the provision of necessary facilities.

WCPT intends to initiate a procurement process to invite proposals from experienced and professional travel agencies for the provision of travel and related services. These related services include all logistics and administrative support that extend beyond flight bookings but are essential to ensure seamless official travel management and access to conference facilities. The appointed Travel Management Company will be responsible for delivering these services directly to WCPT.

2. PURPOSE

The purpose of this Terms of Reference (ToR) is to outline the requirements for appointing a suitably qualified service provider to deliver comprehensive travel management services to the Western Cape Provincial Treasury (WCPT) for a period of three (3) years.

The WCPT invites suitably qualified service providers to provide proposals for traditional travel management services with a web-based self-booking tool to meet all its travel requirements and that can provide fully integrated, complete, easy to use and scalable platform to create, approve, book, manage, integrate and distribute all types of travel products and services.

The successful bidder, hereinafter referred to as the Travel Management Company (TMC), will be required to enter into a contract with the Western Cape Provincial Treasury (WCPT) to deliver the travel management services outlined in this Terms of Reference (TOR) and to adhere to the agreed service level standards. The scope of services includes, but is not limited to, air travel,

accommodation, car hire, shuttle transfers, rail and coach bookings, travel insurance, visa application assistance, itinerary management, revalidation, refunds, re-routing, and VIP/Executive travel arrangements.

The TMC must provide a 24-hour, 7-days-a-week service, ensuring comprehensive traveller support and emergency assistance at all times.

The contract will be valid for a period of three (3) years, during which the TMC will be expected to deliver cost-effective, efficient, and compliant travel management solutions that align with the Department's objectives of achieving value for money, effective logistical coordination, and adherence to National Treasury and Provincial Treasury cost containment measures.

3. BACKGROUND

Provincial Treasury currently uses travel agency services to manage the travel requisition and travel expense processes within the travel management lifecycle.

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

- Provide WCPT with online and manual travel management services that are consistent and reliable that will maintain a high level of traveller satisfaction in line with the service levels;
- Achieve significant cost savings for WCPT without any degradation in the services; and
- Appropriately contain WCPT's risk and traveller risk.

4. TRAVEL & VENUE VOLUME WITH ESTIMATED EXPENDITURE

The table below outlines the number of transactions for the 2024/25 financial year and the first six (6) months of the 2025/26 financial year. Data for the previous financial years (2022/23 and 2023/24) can be provided upon request:

| Service Category | Estimated Number of Transactions per annum | Estimated Expenditure per annum March 24 – Feb 25 | Estimated Number of Transactions per annum | Estimated Expenditure per annum April 25 - Sept 25 |
|-------------------------------|--|---|--|--|
| Domestic: | | | | |
| Accommodation | 436 | R1 107 628 | 426 | R1 525 400 |
| Car Rental | 120 | R106 042 | 80 | R76 459 |
| Air Transport | 305 | R611 338 | 220 | R445 959 |
| Road Transport | 101 | R49 638 | 77 | R39 979 |
| Conference/Events | - | - | 7 | R28 270 |
| Regional: | | | | |
| Accommodation | - | - | 2 | R34 700 |
| Car Rental | - | - | - | |
| Air Transport | - | - | 2 | R103 327 |
| Road Transport | - | - | 2 | R8 200 |
| Foreign/International: | | | | |
| Accommodation | - | - | 10 | R656 220 |

| Service Category | Estimated Number of Transactions per annum | Estimated Expenditure per annum March 24 – Feb 25 | Estimated Number of Transactions per annum | Estimated Expenditure per annum April 25 - Sept 25 |
|--------------------|--|---|--|--|
| Car Rental | - | - | - | - |
| Air Transport | - | - | 10 | R859 925 |
| Road Transport | - | - | 10 | R55 797,64 |
| GRAND TOTAL | | | | |

Note: The figures are only meant for illustration purposes to assist the bidders to prepare their proposal.

Bidders must note that the changes to cost containment requirements implemented by National Treasury may reduce volumes.

5. DELIVERABLES/SCOPE OF WORK

The successful bidder will be required to provide travel management services on an as-needed basis. Deliverables under this section include without limitation, the following:

5.1 SERVICES REQUIRED

5.1.1 The provision of a web-based Self-Booking Tool (SBT) and Off-Site Travel Management Services:

The service provider shall render off-site travel management services to the Western Cape Provincial Treasury (WCPT), including the provision and maintenance of a web-based Self-Booking Tool (SBT) for the duration of the contract. The SBT must enable users to independently manage and confirm travel arrangements in accordance with departmental travel policies. Traditional travel management services must remain available throughout the contract period as a back-up option and for handling after-hours or emergency travel requirements. These functions should easily be accessible via mobile app functionality.

5.1.2 GENERAL SERVICE REQUIREMENTS

- 5.1.2.1 The travel services will be provided to all travellers travelling on behalf of WCPT, locally and internationally this will include employees, contractors, consultants and clients where the agreement is that WCPT is responsible for the arrangement and cost of travel.
- 5.1.2.2 Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services.
- 5.1.2.3 Familiarisation with current travel suppliers and negotiated agreements that are in place between National Treasury (NT) and third (3rd) parties. Assist with further negotiations for better deals with travel service providers.
- 5.1.2.4 Familiarisation with the current departmental Travel Policy and implementations of controls to ensure compliance.
- 5.1.2.5 Provide a facility for the Department to update their travellers' profiles.
- 5.1.2.6 Manage the third (3rd) party service providers by addressing service failures and complaints against these service providers.
- 5.1.2.7 Consolidate all invoices from travel suppliers and submit the consolidated statements/invoices to the Department on a monthly basis, in accordance with the SLA requirements.

- 5.1.2.8 Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- 5.1.2.9 The TMC must ensure sound communication with all stakeholders. Link the Traveller, Travel booker and the TMC in one smooth continuous workflow.
- 5.1.2.10 The TMC must acknowledge receipt of any incident report within 24 hours and provide a full investigation with written feedback within 3 business days. Compliance with this standard will be monitored under the SLA.
- 5.1.2.11 In consultation with the Department, bidders must provide a detailed Standard Operating Procedure (SOP) outlining their travel management processes, controls, and service delivery approach.
- 5.1.2.12 The TMC must provide a dedicated consultant for after-hours and emergency support to VIP and Executive travellers at no additional cost. The consultant must be available 24/7 to resolve travel-related issues promptly.
- 5.1.2.13 The TMC should provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

5.2 RESERVATIONS

The Travel Management Company (TMC) will:

- 5.2.1 Receive travel requests from Travellers and/or Travel bookers and respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the TMC will issue the required e-tickets and travel vouchers immediately and send it to the Travel booker and Traveller via the agreed communication medium.
- 5.2.2 In the event that only one (1) airline is available on the required route, the TMC may proceed with a single quotation. A written justification must be provided, confirming that only one carrier operates on that route and that comparative quotations were therefore not possible. The TMC must still ensure that the most cost-effective fare class available on that airline is sourced. Supporting evidence (e.g., a screenshot or system-generated note indicating that no alternative airlines are available) must be provided and retained for audit purposes.
- 5.2.3 The TMC must always endeavour to make the most cost-effective travel arrangements.
- 5.2.4 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.
- 5.2.5 Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits, where so required.
- 5.2.6 The TMC should ensure due diligent risk management on all third parties involved in all sectors official bookings e.g. Property site visits etc.
- 5.2.7 Book best available negotiated, discounted fares and rates wherever possible.
- 5.2.8 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.
- 5.2.9 Book parking facilities at the airports where required for the duration of the travel.

- 5.2.10 Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- 5.2.11 Issue all necessary travel documents, itineraries and travel vouchers timeously to traveller(s) prior to departure dates.
- 5.2.12 Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 5.2.13 Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- 5.2.14 Facilitate the bookings that are generated through their own- or third-party Self-Booking Tool (SBT), where it can be implemented.
- 5.2.15 Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- 5.2.16 The TMC shall assist officials with visa applications by providing guidance, preparing documentation, and liaising with relevant authorities. Officials remain responsible for providing accurate personal information, signing applications.
- 5.2.17 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department (POPIA)
- 5.2.18 Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by WCPT are non-commissionable.
- 5.2.19 Electronic voucher must be retrieval via web and smart phones.
- 5.2.20 Bookings must be confirmed electronically via WhatsApp and a text message (via Short Message Service (SMS), and via email, and the relevant reference number must be provided timeously to the traveller(s).

5.3 ACCOMMODATION

- 5.3.1 Plan, book, arrange and amend accommodation with hotel groups, private hotels, bed & breakfast, guesthouses and other available accommodation establishments, for example: boarding houses, other graded facilities and other accommodation establishments that offer bed, meals and parking facilities (collectively referred to as "places that offer accommodation"), for domestic, regional and international travel arrangements.
- 5.3.2 The TMC shall accept responsibility for all required hotel deposits and prepayments, ensuring that officials are not required to use personal funds to secure accommodation. Personal-incurred charges remain the responsibility of the traveller and will be recovered during reconciliation.
- 5.3.3 The TMC system must ensure that all accommodation establishments are listed with their correct and current tourism grading, as per the official tourism grading authority. The system must not rely solely on information from the accommodation's website, which may be outdated.
- 5.3.4 Accommodation for officials must be booked in accordance with the applicable departmental travel policies, instructions, and approved cost thresholds.
- 5.3.5 Unless impractical to do so, 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.

- 5.3.6 Accommodation vouchers should be issued to all WCPT travellers for accommodation bookings and should be invoiced to WCPT as per arrangement. Such invoices should be supported by a copy of the original hotel accommodation charges.
- 5.3.7 Where the WCPT request the TMC to arrange accommodation in an unknown area, it will be the responsibility of the TMC to ensure that the accommodation is conducive from a safety and hygienic perspective. If the accommodation does not meet these requirements at the time of booking-in, then the TMC will be liable for the cost and re-sourcing alternative accommodation as a matter of urgencies.
- 5.3.8 The TMC should during their reporting period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates for WCPT.
- 5.3.9 Cancellations of accommodation bookings should be done promptly to guard against no shows and late cancellation fees.
- 5.3.10 The TMC must accept full responsibility for any discrepancies between the booking made and the details reflected on the travel voucher, after confirmation has been issued to the traveller.

All hotel levies and taxes must be managed and covered by the TMC.

5.4 AIR TRAVEL

- 5.4.1 The TMC should be able to book full-service carriers as well as low-cost carriers.
- 5.4.2 For all domestic flights, the TMC must book the most cost-effective airfares available in accordance with departmental travel policies. The system and mobile App must also provide the option to select flexible tickets where required or in cases of emergency
- 5.4.3 For international flights, book the airline which provides the most cost effective and practical routings may be used.
- 5.4.4 Plan, book, arrange and amend air travel at the lowest fares available, domestic, regional and international, including the issuing and delivery of any travel documentation to the traveller(s).
- 5.4.5 The TMC should obtain three (3) or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 5.4.6 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).
- 5.4.7 Airline tickets must be delivered electronically (via email and SMS) to the traveller(s) promptly after booking and before the departure times. Bookings must be confirmed, and the relevant reference number must be provided timeously to the traveller(s) and travel booker before departure times.
- 5.4.8 Assist with the booking of charters for VIPs utilising where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 5.4.9 Tracking and management of unused e-tickets as per agreement with the Department.
- 5.4.10 Provide proof that bookings were made against the discounted rates on the published fares where applicable.
- 5.4.11 The TMC should where applicable obtain meaningful savings through negotiating preferential fares for both national and international travel, provided no prior agreement exists between the WCPT and a particular airline (the existence of which will be communicated to TMC).

- 5.4.12 Ensure that travellers are always informed of any travel news regarding airlines (i.e. baggage policies, checking in arrangements, etc.).
- 5.4.13 Assist with lounge access if and when required.
- 5.4.14 The TMC will also be responsible to provide support to Executive Members with bookings and related events at least within 24 hours.

5.5 CAR/VEHICLE RENTAL

- 5.5.1 Plan, book, arrange and amend vehicles, without the services of a driver/ chauffeur, with car rental companies, for domestic, regional and international travel arrangements.
- 5.5.2 Negotiate discounts on standard tariffs or reduced tariffs with all available car rental companies.
- 5.5.3 Ensure that relevant information is shared with Travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- 5.5.4 Advise the WCPT on the car rental companies' rental contracts and identify any possible risks for the WCPT, including but without limiting advice pertaining to insurance on the hired vehicles, cost implications and excesses. Appropriate insurance cover to be provided when necessary. It is required from the selected provider to negotiate a beneficial rate to this effect.
- 5.5.5 Book the approved category vehicle in accordance with the Departmental Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- 5.5.6 Advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 5.5.7 For international travel, the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- 5.5.8 Supply three (3) quotations or more where possible.

5.6 SHUTTLE/TRANSFER SERVICE/RAIL

- 5.6.1 Plan, book, arrange and amend transport, including a driver or, with shuttle/transfer/chauffeur service and car rental companies. Normally such shuttle/transfer/chauffeur services will be required to and from the traveller(s) residence(s), airport, place of work or accommodation, for domestic, regional and international travel arrangements.
- 5.6.2 Book transfers in line with the Department's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 5.6.3 Plan, book, arrange and amend other forms of road, water and rail transport with applicable concerns/companies, both for domestic, regional and international travel arrangements.
- 5.6.4 Manage shuttle companies on behalf of the WCPT and ensure compliance with minimum standards.
- 5.6.5 Negotiate discounts on standard tariffs with all available shuttle/transfer/ chauffeur service and car rental companies.
- 5.6.6 The TMC must during their reporting period provide proof that negotiated rates were booked, where applicable.

5.7 PARKING

- 5.7.1 The TMC must upon request, arrange convenient and safe parking for the traveller(s).

5.8 CONFERENCING/EVENTS VENUE AND RELATED FACILITIES

- 5.8.1 Facilitate the arrangement of venues/ conferences as per departmental instructions.
- 5.8.2 The TMC must ensure that all additional services, such as the provision of equipment (including audio-visual equipment such as projection screens, projectors, roaming microphones, speakers, microphone stands, etc.), assistants, ancillary staff, and transportation of participants—are provided satisfactorily and in accordance with the Department's requirements. The TMC must have a template or checklist (draft conferencing specification) in place to confirm that all required items and services have been arranged. The Department will conduct a verification and vetting process to ensure that all requirements are met, and each item must be accompanied by a detailed description.
- 5.8.3 Supply three (3) quotations or more for all conference requirements where possible.
- 5.8.4 Negotiate discounts on standard tariffs or reduced tariffs with all places that offer conference facilities.
- 5.8.5 The TMC is responsible for performance managing all third-party service providers, including ensuring that all required resources (e.g., sufficient plates, cups, and other items as specified) are available and meet the Department's standards.
- 5.8.6 This is an optional service and WCPT is not obliged to book conference and related requirements via TMC.

5.9 AFTER-HOURS AND EMERGENCY SERVICES

- 5.9.1 The TMC must provide the Department, at no additional cost, with a consultant to assist travellers with after-hours and emergency reservations, as well as any changes to travel plans, for the full 36-month contract period, including during the transition to the SBT.
- 5.9.2 Ensure that a dedicated consultant is always available to assist VIP/Executive Travellers (Minister and Head of Department and two DDGs) with after hour or emergency assistance.
- 5.9.3 After hours services (from 17:00 to 20:00) must be available, and full 24/7/365 support is required for all services beyond these hours, including all emergency or urgent incidents.
- 5.9.4 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.
- 5.9.5 The after-hours service must be accessible by all communication methods, such as, telephone calls (preferred method), SMS, WhatsApp and/or an e-mail service.
- 5.9.6 Have a Standard Operating Procedure (SOP) or terms of reference for managing an after-hours and emergency service.
- 5.9.7 Bidders are required to provide the Standard Operating Procedure or terms of reference of their after- hours support which must include the following at a minimum:
- How the after-hours service is accessed by Travellers;
 - Names and contact details of the consultants which will provide the after-hours support;

- Where the after-hours service delivery team is located, i.e. centralised, regionalised, in-country, owned, outsourced, etc.;
- Whether it is available 24/7/365; and
- The bidder's approach in dealing with multiple incidents/rises simultaneously and reporting of such emergencies.

5.10 VALUE-ADDED SERVICES

The TMC and self-booking tool (SBT) should provide the following value-added services at no additional cost.

5.10.1 Destination information for regional and international destinations:

- Health warnings;
- Weather forecasts;
- Places of interest;
- Visa information;
- Travel alerts;
- Location of hotels and restaurants;
- Information including the cost of public transport;
- Updates on airport rules, security procedures, and check-in times;
- Airline baggage policy;
- Business etiquette specific to the country;
- Tourism levy; and
- Supplier updates.
- Provide the traveller with an infographic fact sheet when traveling abroad (review the fact sheet with the traveller to ensure understanding, as travellers often do not read the fine print)

5.10.2 Electronic voucher retrieval via web and smart phones.

5.10.3 SMS notifications for travel confirmations.

5.10.4 Travel audits.

5.10.5 Global Travel Risk Management.

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

5.10.7 Any other or alternative value-added services or features offered by the TMC should be clearly elucidated in the supporting documentation submitted with the bid proposal.

5.11 COST MANAGEMENT

5.11.1 It is always the obligation of the TMC to advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions and Departmental policies.

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

- 5.11.3 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the departmental Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.
- 5.11.4 Unless impractical to do so, obtain three (03) price comparisons (quotations) that provide the best available rates within the maximum allowable rates as per the National Treasury and Departmental policies.

5.12 TRAINING

- 5.12.1 Ensure that workshops and training are provided to Travellers and/or Travel Bookers regarding SBT with a minimum of four (4) sessions per year, either online or in-person.
- 5.12.2 Recap or refresher training must be conducted at least once per year (if the need arises).
- 5.12.3 Service Provider must provide a comprehensive training manual to the Department. This may be in the form of written manuals or training videos.
- 5.12.4 Travellers, Travel Bookers and Approval Authorities must be trained on the SBT:

| Users | Number |
|--------------------------------|--------|
| Financial Management Officials | 30 |
| Personal Assistants | 27 |
| Senior Management | 27 |
| Other Officials | 30 |

Note: Ad hoc training sessions may be required for additional travellers.

5.13 FINANCIAL MANAGEMENT

- 5.13.1 Purchase air travel tickets and make reservations for accommodation, vehicle rental, shuttle/transfer services and venue/conference hire for the WCPT on the receipt of departmental authorisation.
- 5.13.2 The re-imbursement of payments by the WCPT for the services of the TMC will be made in a way that is agreed upon between the parties (by means of a credit note).
- 5.13.3 Only invoices received in the name of the TMC, addressed to the WCPT, which reflect the departmental authorisation as agreed upon in the SLA will be processed.
- 5.13.4 All transaction fees must be a fixed amount per service category.
- 5.13.5 Management of the service provider accounts. This will include the timely receipt of invoices submitted to the WCPT for payment within the agreed time period.
- 5.13.6 Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 5.13.7 Must provide a 30-day consolidated bill-back account facility to institutions for accommodation and venue/conference hire.

- 5.13.8 Submitted invoices must be in South African currency (rands), and inclusive of VAT, where applicable.
- 5.13.9 Where pre-payments are required for smaller Bed & Breakfast, Guest House, Conference/events facilities, these will be processed and paid by the TMC and will be included in the consolidated bill-back account.
- 5.13.10 Consolidate invoices and supporting documentation (e.g. original invoice from the third-party service providers) to be provided to the WCPT's Finance Section on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 5.13.11 Ensure Travel Supplier accounts are settled timeously.

5.14 TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

15.4.1 Meetings:

The TMC shall hold meetings with the WCPT at intervals to be agreed upon with the Department, to address any issues or problems which may arise.

15.4.2 Reporting:

- 5.14.2.1 The TMC is required to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 5.14.2.2 Information must be accurate and available on a transactional level that reflect detail including the name of the traveller, date of travel and spend category (e.g. air travel, shuttle, accommodation).
- 5.14.2.3 The TMC will be required to provide the WCPT with a minimum of three (3) standard monthly reports, as per WCPT's reporting requirements from time-to-time, at no cost (a detailed summary of all travel expenses for the month, Booking and Travel Activity Report, Performance Report)
- 5.14.2.4 Reports must be submitted in an electronic format, for example in Microsoft Excel.
- 5.14.2.5 The bidder is required to 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.
- 5.14.2.6 The Department may set a cost-savings target based on historical travel spend, and the final savings percentage, including the measurement criteria, will be determined and confirmed during the SLA negotiation phase with the successful service provider.
- 5.14.2.7 The bidder must submit a detailed management report to include, but not be limited to, the requirements below:
- A reconciled monthly statement reflecting all outstanding payments linked to a specific service and invoice;
 - All transactions processed for a particular month linked to the service provided;
 - The number of confirmed booking changes made;
 - After hours' report;
 - Compliments and complaints;
 - All savings achieved and credits due;
 - Lost savings due to late or cancelled bookings;

- Any bookings outside of the travel policy;
- Refund log;
- Open voucher report;
- No show report/ Cancellation report
- Total travel spend
- Air spend analysis
- Accommodation Spend analysis
- Car hire spend analysis
- Top travellers
- Top suppliers
- Top after hours users
- Savings report
- Most common routes, Domestic and International
- Number of transactions
- Advance booking analysis
- All expenses (inclusive of savings) for each service; and
- Ad hoc reporting (at no additional costs) as may be required by the Department.

5.15 ACCOUNTS MANAGEMENT

5.15.1 The TMC must provide a dedicated Account or Business Manager that will be responsible for the management of the WCPT account.

5.15.2 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times:

- A complaint handling procedure must be implemented to manage and record the compliments and complaints of the bidder and other travel service providers.
- Ensure that the National Treasury and departmental Travel Policy is enforced.
- Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- The TMC must conduct customer satisfaction surveys to measure the performance of third-party service providers.
- During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented by the TMC.

5.16 GENERAL NOTICES AND NOTICES PERTAINING TO TARIFFS/DISCOUNT ADJUSTMENTS

15.6.1 The TMC must:

- Furnish the WCPT with notices of imminent tariff adjustments, especially in respect of air travel and;
- Provide the WCPT with notices which the TMC receives from the airlines and the airports company pertaining to anything that may cause any inconvenience to the traveller(s), including but not limited to notices of new security and baggage regulations, notices of strikes by relevant personnel and notices of airport refurbishments or changes to the airport's terminal.

5.17 WEB-BASED SELF-BOOKING TOOL (SBT)

15.6.2 The SBT must provide for the following minimum requirements:

- Automatic confirmation for all bookings and reservations;
- Display all quotes on the system for airfares, cabin class, grading for accommodation, car rentals, shuttles, any meals included, best fare of the day etc;
- Deal codes to be attached to air fares on the system;
- Reconciliation of service fees on the system;
- Allow for simultaneous multiple bookings;
- Allow separate access for booker and approver;
- Able to generate reports;
- Allow for changes, cancellations and exchanges of travel arrangements;
- Automated authorisation process; and
- Allow for segregation of functions (the booker and authoriser are different, and that the authoriser is not the traveller).

6. RESOURCES REQUIRED FOR ONLINE TRAVEL SERVICES

6.1 Account Manager

The Account Manager will be responsible for managing the overall relationship between the service provider and the Western Cape Provincial Treasury (WCPT), ensuring service excellence, compliance with policy requirements, and continuous improvement of travel management services.

6.2 Minimum Qualification and Experience Requirements

- A bachelor's degree in Tourism, Sales, Business Management, Communications, Marketing, Customer Relationship Management, Business Administration, or a related field.
- A minimum of five (5) years' experience in Travel Management, Client Relationship, or Accounts Management within the travel or hospitality industry.
 - a) Public sector client knowledge and relationship management experience, with a minimum of one (1) year of relevant experience.

Key Responsibilities

The Account Manager will:

- Ensure that WCPT has a comprehensive understanding of available products and services.
- Conduct rate comparisons and peer benchmarking, ensuring rate alignment with National Treasury (NT) and WCPT travel policies.
- Provide advisory services to support informed travel management decisions.
- Ensure timely delivery of Management Information (MI) reports in line with client requirements.
- Identify and discuss areas for improvement, trends, and negotiation opportunities.
- Participate in monthly review meetings, ensuring discussions are properly documented and minuted.

Please initial.....

- Conduct regular Travel Spend Reviews (Quarterly, Biannual, and Annual) in accordance with contractual obligations - analysing costs, supplier spend, trends, and recommendations for programme improvement.
- Maintain a Balanced Scorecard, where applicable, and ensure compliance with monthly and quarterly performance reporting requirements.
- Facilitate client workshops, presentations, and training sessions.
- Ensure timely communication, acknowledging all correspondence within 2 hours and providing a full response within 24 to 48 hours of receipt.

6.3 Travel Consultants X4

The Provincial Treasury comprises four (4) programmes requiring dedicated travel management support. Four (4) Travel Consultants will be allocated as follows:

- **Programme 1:** Administration – Responsible for all travel arrangements for the MEC, HOD, and other Programme 1 officials (**Note: This programme requires VIP and Executive client handling experience.**)
- **Programme 2:** Sustainable Resource Management
- **Programme 3:** Asset Management
- **Programme 4:** Financial Governance
- Each of the remaining three consultants will be assigned to Programmes 2, 3, and 4 respectively.

6.4 Minimum Qualification and Experience Requirements

- A Higher Certificate or National Diploma in Hospitality, Tourism, Business Management, or a related field.
- A minimum of three (3) years' experience in the travel or hospitality industry, including both domestic and international reservations, fares and ticketing, and general travel management services.
- Proven experience in customer service and use of online travel platforms. Sound geographical knowledge (local and international). Strong administrative, coordination, and communication skills. Public sector experience will be an added advantage.

SECTION C BID EVALUATION

1. EVALUATION PROCESS

1.1 The bid will be evaluated in accordance with the following table as outlined below:

Table C Phases

| Phase 1 (Part A) | Phase 1 (Part B) | Phase 2 (Part A) | Phase 2 (Part B) | Phase 3 |
|---|--|-----------------------------------|--|----------------------|
| Compliance with SCM Conditions and Requirements | Compliance with mandatory documents in terms on the Industry | Evaluation of functional criteria | Evaluation of Functionality (presentation) | Price and Preference |

1.2 PHASE 1 (PART A): COMPLIANCE TO SUPPLY CHAIN MANAGEMENT CONDITIONS AND REQUIREMENTS (BID DOCUMENTS)

1.2.1 During this phase, bids are evaluated for compliance to the mandatory requirements of the bid, inclusive of all relevant bid documents being duly completed, signed and submitted as part of the bid and that all supporting documentation has been provided in line with the conditions of the bid. Failure to comply with these requirements will result in non-compliance of the bid and such a bidder will not proceed to Phase 1 (Part B) of the evaluation.

TABLE C1: COMPLIANCE TO SCM CONDITIONS AND REQUIREMENTS PHASE 1 (PART A)

| NO. | Schedules | Description | Mandatory | Returnable documents |
|----------------------|-----------|--|-----------|----------------------|
| (a) | WCBD 1 | Invitation to Bid (To be accompanied by proof of authority e.g. company resolution) | √ | √ |
| (b) | WCBD 3.3 | Pricing Schedule | √ | √ |
| (b) | WCBD 4 | Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination. | √ | √ |
| Non-Mandatory | | | | |
| (a) | WCBD 6.1 | Preference points claim form; (to be accompanied by a valid BBBEE certificate or consolidated BBBEE for joint ventures certificate/affidavit). Non-mandatory. It is only mandatory if bidder intends to claim preference points. | | √ |
| (b) | CSD | Bidders must be registered on the Central Supplier Database (CSD) at the time of award – Submission of Proof of CSD Registration or latest Report. | | √ |

2. PHASE 1 (PART B): MANDATORY DOCUMENTS IN TERMS ON THE INDUSTRY.

- 2.1 During this phase, compliance will be assessed against the submission of the mandatory requirements in terms of the industry, in Table C2 below.
- 2.2 **Failure to meet any of the mandatory requirements will result in disqualification of the bid.**

TABLE C2: MANDATORY DOCUMENTS/REQUIREMENTS

| No. | Document | Mandatory/ Non-Mandatory Documents to be supplied |
|---|---|--|
| (a) | Submit a valid ASATA (Association of South African Travel Agents) Membership | Mandatory (Bidders who do not submit this document will be disqualified for non-compliance) |
| (b) | Submit a copy of a valid International Air Transport Association (IATA) Membership. | Mandatory (Bidders who do not submit this document will be disqualified for non-compliance) |
| (c) | COIDA Letter of Good Standing or Compensation Fund letter of Good Standing | Mandatory (Bidders who do not submit this document will be disqualified for non-compliance) |
| <p>Bidders are required to submit valid proof of ASATA, IATA accreditation and a current COIDA/Compensation Fund letter of good standing at the time of bid submission.</p> <p>Where accreditation or COIDA registration renewal is in progress, bidders may submit acceptable evidence of such renewal, including but not limited to an official confirmation letter, proof of payment, or acknowledgment of receipt from ASATA, IATA, or the Compensation Fund.</p> <p>The Department reserves the right, at its sole discretion and in the interest of fairness and transparency, to determine and allow an appropriate grace period after the closing date of the bid for the submission of renewed accreditation certificates and/or COIDA letters of good standing, where justified and duly evidenced. Failure to provide the required accreditation or COIDA compliance within the period determined by the Department will result in disqualification of the bid.</p> | | |

3. PHASE 2: FUNCTIONAL EVALUATION CRITERIA

- 3.1 This Phase will consist of a two-stage evaluation process:

Stage 1:

Industrial Experience (Company experience and required resources), Reservations, Communication, Financial Management, Technology, Management Information and Reporting, Account Management and Cost Management.

Stage 2:

Online Presentation and Demonstration

1.1. Phase 2 (Part A)

Stage 1:

Industrial Experience (Company experience and required resources), Reservations, Communication, Financial Management, Technology, Management Information and Reporting, Account Management and Cost Management.

Bidders whose proposal meet and comply with the requirements and reach a minimum of 70 % out of 100 % in Stage 1 will progress to the next stage of the evaluations.

1.2. Phase 2 (Part B)

Stage 2:

Online Presentation and Demonstration – bidders will be required to demonstrate the SBT via an online presentation or face-to-face at an allocated timeslot, which will be communicated in advance.

Bidders who achieve a minimum score of 60 % out of 100 % in Stage 2 (Self-Booking Tool [SBT] Compliance Table) will progress to Stage 3 (price and preference).

Table S1: Functionality Evaluation

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|---|--------|--|
| 1 | INDUSTRIAL EXPERIENCE | 15 | |
| 1.1 | <p>COMPANY EXPERIENCE</p> <p>Summary of Company and its key focus areas. Demonstrate at least ten (10) years' relevant experience in travel management within the public sector or private sector.</p> <p>Provide at least three (3) or more similar contracts with evidence that were executed in the past ten (10) years (2015 to current) as per the scope of work.</p> <p>The list and evidence provided must address successfully completed contracts in the following sequence:</p> <ul style="list-style-type: none"> • Reference letter/s, description of the contract; • Client name, Client contact (i.e., email and office number); • Contract start date, contract end date; • contract value. <p>NB: Referees will be contacted for verification. Letters that do not include all required information will receive the lowest possible score.</p> | 15 | <p>5 - Excellent</p> <p>5 points = 5 or more reference letters submitted reflecting all items and discussed in detail.</p> <p>4 - Very Good</p> <p>4 points = 4 reference letters submitted reflecting all items.</p> <p>3 - Good</p> <p>3 Points = 3 reference letters submitted reflecting all the items.</p> <p>2 - Average</p> <p>2 points = 2 reference letters submitted reflecting some items with little to no detail.</p> <p>1 - Poor</p> <p>1 Point = 0 - 1 reference letters submitted reflecting some items with little to no detail.</p> |

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|--|--------|---|
| 2 | KEY PROJECT EXPERTISE, QUALIFICATION AND EXPERIENCE Bidder(s) are required to submit certified proof/copy of educational qualification(s) for all resources required. The certified copies must not be older than six (6) months from the date of submission (where certification is older than six (6) months bidder will be disqualified). Proof of SAQA evaluation must be provided in the case of foreign qualifications. CVs of the proposed/nominated resource(s) must be submitted in the prescribed format in (Annexure A1) . The bidder must provide a CV for the nominated Account Manager and four (4) CVs for travel consultants as required below. The CV must clearly indicate the position of the resource as per our requirements. | | |
| 2.1 | <u>Account Manager X1: Qualification</u> Bachelor's degree in Tourism, Sales, Business Management, Communications, Marketing, and Customer Relationship Management, Business Administration or any other related field. Provide copies of qualifications. The certified copies must not be older than six (6) months from the date of submission. Proof of SAQA evaluation must be provided in the case of foreign qualifications. Where certification is older than six (6) months bidder will be disqualified. | 10 | 5 = Master's degree (NQF 9) or higher 4 = Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/ (NQF6) 1 = Matric or less |
| 2.2 | <u>Account Manager X1: Experience</u> Minimum of 5 years' experience in Travel Management but not limited to: <ul style="list-style-type: none"> • Client Relationship • Accounts Management • Hospitality Industry • Financial Management • Experience of working in a Customer Service Orientated Environment • Solution Development for identified Improvement areas • Coordinating involvement of any relevant business personnel • Address consumer concerns • Information management and reporting. • Data and business system analysis. • Understanding of government systems. • Training and skills transfer. • VIP and executive client handling, and public sector client knowledge and relationship management. | 10 | 5 = 8 or more years' of relevant experience with contactable references. 4 = 6 - 7 years' of relevant experience with contactable references. 3 = 5 years' relevant experience. with contactable references. 2 = 3 – 4 years relevant experience with contactable references. 1 = 2 years or less relevant experience with contactable references. |

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|------------|--|-----------|---|
| 2.3 | <p><u>Travel Consultants X4: Qualification</u></p> <p>Minimum qualification: Higher Certificate or National diploma in Hospitality/ Tourism/ Business Management or relevant qualification.</p> <p>Provide copies of qualifications. The certified copies must not be older than six (6) months from the date of submission. Proof of SAQA evaluation must be provided in the case of foreign qualifications. Where certification is older than six (6) months bidder will be disqualified.</p> | 10 | <p>5 = Honours degree or Post Graduate Diploma (NQF 8) or higher</p> <p>4 = Bachelors' Degree/ Advance Diploma (NQF 7)</p> <p>3 = National Diploma/ (NQF6)</p> <p>2 = Higher Certificate (NQF 5)</p> <p>1 = Matric or less</p> |
| 2.4 | <p><u>Travel Consultants X4: Experience</u></p> <p>Minimum three (3) years of experience in the travel or hospitality industry. Experience in International and Domestic reservation and Travel, Fares and Ticketing, and other travel requirements, Customer Service. Extensive knowledge of online travel platforms. Sound geographical global knowledge. Strong administration skills and public sector knowledge.</p> <p><u>APPLICABLE TO PROGRAMME 1 ONLY: Handling of VIP and Executive clients.</u></p> | 10 | <p>5 = 5 or more years' of relevant experience with contactable references.</p> <p>4 = 4 years of relevant experience with contactable references.</p> <p>3 = 3 years' relevant experience. with contactable references.</p> <p>2 = 2 years' relevant experience with contactable references.</p> <p>1 = 1 year or less relevant experience with contactable references.</p> |
| 3 | METHODOLOGY AND APPROACH | 45 | |
| 3.1 | RESERVATIONS | 20 | |
| | <p>Describe Management of all reservations/ bookings (this includes, but is not limited to, examples of detailed local, regional, or international travel itineraries covering air, car, hotel, and visa arrangements, as well as an event booking example with an all-inclusive per-person conference or venue package in line with National requirements.)</p> <ul style="list-style-type: none"> • Conferences • Hotels (Accommodation) • Reservations • Car Rental Bookings • Flight Bookings • Visa & Passport Requirements • Travel Insurance & Documentation • Special Requests & Preferences • After-Hours and Emergency Support: Description of after-hours and emergency support structure (in-house or outsourced). • Escalation process flows with contact details or roles (no names required). • Service Level Commitments (response and resolution times). • Evidence of current 24/7 service capability (call centre certification, screenshots of after-hours support portal, or procedure manual). • Management of itinerary confirmations in relation to all reservations and coordination. | 5 | <p>5 = Excellent</p> <p>All 13 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> <p>All 13 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good</p> <p>All 13 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>12 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 10 elements are outlined.</p> |

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|---|--------|---|
| 3.2 | <p>Describe Managing of group bookings (proven ability to manage small (10 - 20 pax) and large (30 + pax) group bookings):</p> <ul style="list-style-type: none"> • Meetings & Conferences Arrangements • Event Venue Bookings & Coordination • Group Flight Reservations • Hotel Block Bookings • Ground Transportation & Logistics • Catering & Special Requirements • On-Site and off-Site Support & Coordination <p>Specify whether these bookings are managed by the Travel Management Company (TMC) or outsourced based on the event scale and requirements.</p> | 5 | <p>5 = Excellent</p> <p>All 7 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> <p>All 7 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good</p> <p>All 7 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>6 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 5 elements are outlined</p> |
| 3.3 | <p>Directly negotiated rates</p> <p>Describe how these specific rates will be secured (describe how you will implement the negotiated rates and maximum allowable rates established by the Cost Containment measures).</p> <ul style="list-style-type: none"> • Negotiation & Contracting (Securing Competitive Rates) • OBT (Online Booking Tool) Integration (Providing Access to Updated Rates) • Automated Rate Management (Loading, Updating & Maintaining Accuracy) • Rate Auditing & Compliance (Ensuring Proper Application & Cost Savings) • Reporting & Monitoring Tools (Tracking Utilisation & Identifying Discrepancies) | 5 | <p>5 = Excellent</p> <p>All 5 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> <p>All 5 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good</p> <p>All 5 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>4 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 3 elements are outlined</p> |

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|--|--------|--|
| 3.4 | Outline how to manage airline reservations <ul style="list-style-type: none"> • Flight Route Optimization (Balancing Cost effectiveness & Convenience as well as flexible ticket options) • Fare Comparison & Negotiation (Securing Best Available Rates) • Refund Process Management (Handling Refundable & Non- Refundable Tickets) • Unused Non-Refundable Ticket Management (Credit Tracking & Reuse) • Special Airline Services (Preferred Seating, Waitlist Clearance) • Special Meal Requests (Dietary Accommodations) | 5 | 5 = Excellent All 6 relevant elements are outlined and are aligned to the project with 2 value added services. 4 = Very Good All 6 relevant elements are outlined and are aligned to the project with 1 value added service. 3 = Good All 6 relevant elements are outlined and are aligned to the project. 2 = Average 5 relevant elements are outlined and are aligned to the project. 1 = Poor Less than 4 elements are outlined |
| 4 | COMMUNICATION | 5 | |
| 4.1 | Outline how travel bookers will be informed of the travel booking processes <ul style="list-style-type: none"> • Training & Guidance (Workshops, Manuals, and Online Resources) • User-Friendly Booking Platforms (Step-by-Step Assistance) • Itinerary Access & Notifications (Mobile App & SMS Updates) • Real-Time Communication Tools (Live Chat, Email Alerts) • Integrated Workflow (Seamless Coordination Between Traveler, Travel Booker & TMC) | 5 | 5 = Excellent All 5 relevant elements are outlined and are aligned to the project with 2 value added services. 4 = Very Good All 5 relevant elements are outlined and are aligned to the project with 1 value added service. 3 = Good All 5 relevant elements are outlined and are aligned to the project. 2 = Average 4 relevant elements are outlined and are aligned to the project. 1 = Poor Less than 3 elements are outlined |

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|---|--------|---|
| 5 | FINANCIAL MANAGEMENT | 5 | |
| 5.1 | <p>Describe Implementation & Management of Negotiated and Allowable Rates</p> <ul style="list-style-type: none"> • Implementation of Negotiated & Maximum Allowable Rates (Ensuring Compliance with PT Policies/Cost containment Measures) • 30-Day Bill-Back Account Facility Management (Efficient Processing & Reconciliation) • Pre-Payment Handling for Smaller B&Bs & Guesthouses (Secure & Timely Payments) • Invoicing Process & Discrepancy Resolution (Matching Purchase Orders & Invoices, Supporting Documentation, Reconciliation) • Timely Invoice Provision to PT (Ensuring Accuracy & Compliance) • Credit Card Reconciliation Process (Transaction Tracking, Timing, Reporting & Deliverables) | 5 | <p>5 = Excellent</p> <p>All 6 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> <p>All 6 relevant elements are outlined and are aligned to the project with 1 added service.</p> <p>3 = Good</p> <p>All 6 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>5 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 4 elements are outlined</p> |
| 6 | TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING | 5 | |
| 6.1 | <p>Describe the Proposed Booking System & Data Management. The following elements will be assessed:</p> <ul style="list-style-type: none"> • Booking System Overview (GDS, OBT, or SBT Capabilities) • Solution Modules in OBT (Bookings, Approvals, Safety & Risk, Payments & Expense, Reporting & Analytics, Mobile Applications) • Data & Management Information Handling (Traveler Profiles, Savings Tracking, Unused Tickets, Cancellations, Behaviour Analysis (e.g., last-minute bookings), Transaction-Level Data) • Standard & Custom Reports (Examples of Available Reports, Customisation Options) • Technology & Reporting Solutions for PT (Proposed Tools & Features) • Compliance with PT's Monthly Reporting Requirements (Alignment with PT Travel Guide) | 5 | <p>5 = Excellent</p> <p>All 6 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> <p>All 6 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good</p> <p>All 6 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>5 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 6 elements are outlined</p> |
| 7 | ACCOUNT MANAGEMENT | 5 | |
| 7.1 | <p>Describe Account Management, Quality Control & Service Assurance</p> <ul style="list-style-type: none"> • Proposed Account Management Structure (Detailed Organogram) | 5 | <p>5 = Excellent</p> <p>All 6 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> |

| | TECHNICAL EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|--|--------|---|
| | <ul style="list-style-type: none"> Quality Control Procedures (Processes to Ensure Consistent Service Delivery) Handling of Queries, Requests, Changes & Cancellations (Issue Resolution, Mitigation Strategies, Performance Standards) Complaint Handling Procedure (Detailed Steps for Addressing & Resolving Complaints) Customer Satisfaction Surveys (Feedback Collection & Continuous Improvement) Workshops & Training for Travelers & Travel Bookers (Capacity Building & Policy Awareness)) | | <p>All 6 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good</p> <p>All 6 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>5 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 4 elements are outlined</p> |
| 8 | COST MANAGEMENT | 5 | |
| 8.1 | Describe Strategic Cost Savings Plan & Compliance Monitoring <ul style="list-style-type: none"> Comprehensive Cost Savings Strategy (Planned Initiatives for Contract Duration) Targeted Cost Reduction Areas (Airfare, Accommodation, Car Rental, Service Fees, Policy Compliance) Cost Savings Alerts During Travel Requests (Real-Time Notifications for Cheaper Alternatives) Tracking of Out-of-Policy Bookings (Audit Trail for Identifying Trends & Traveler Behaviour) Data Analysis for Policy Compliance (Insights on Non- Adherence & Cost Impact) Annual Travel Spend Optimisation (Strategies to Maximise Savings for NT) Reporting & Benchmarking (Tracking Cost Savings Achieved & Future Opportunities) | 5 | <p>5 = Excellent</p> <p>All 7 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good</p> <p>All 7 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good</p> <p>All 7 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average</p> <p>6 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor</p> <p>Less than 5 elements are outlined</p> |
| | TOTAL | 100 | |
| | THRESHOLD | 70% | |

Note: Bidders need to reach a minimum of 70 points to qualify for the next stage of the evaluations

4. STAGE 2: ONLINE PRESENTATION AND DEMONSTRATION

- 4.1 Bidders who meet the minimum threshold of 70% in the functionality evaluation will be invited for an online or face-to-face presentation session.
- 4.2 Presentations will be used to verify the bidder's specific knowledge, experience, and abilities in the areas specified in the evaluation criteria table below.
- 4.3 Shortlisted bidder(s) will be required to achieve a minimum threshold of 60% out of 100% during Stage 2 of the evaluation process, to proceed to Phase 3.

Table S1: ONLINE PRESENTATION CRITERIA

| | EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|--|--------|--|
| 1 | OBT RESERVATIONS (ONLINE) | 50 | |
| 1.1 | <p>Demonstrate Online Booking Management & Process Integration (Indicate the turnaround time to complete this process)</p> <ul style="list-style-type: none"> • Management of All Online Bookings (End-to-End Coordination & Oversight) • Online Travel Request Booking Process Flow (Step-by-Step Workflow on OBT) • Configuration of PT Cost Containment Measures on SBT (Ensuring Visibility for All Categories) • Control mechanisms (fraud prevention, unauthorised transactions, etc.); and • Demonstrate how value-added services are offered. | 20 | <p>5 = Excellent All 5 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good All 5 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good All 5 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average 4 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor Less than 3 elements are outlined</p> |
| 1.2 | <p>Notification Workflows for Approvals</p> <p>Demonstrate the process of notification workflows to keep all stakeholders informed (including super approvers/approvals):</p> <ul style="list-style-type: none"> • Travel Booker: Receives confirmations upon submission, approval, or rejection of the booking request. • Travel Coordinator: Gets alerts when a new booking requires policy compliance review. • Line Manager: Is notified of pending approvals and any out-of-policy bookings. | 15 | <p>5 = Excellent All 3 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good All 3 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good All 3 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average 2 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor 1 element is outlined</p> |

| | EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|--|--------|---|
| 1.3 | Mobile Application for Flexible Risk Mitigation <ul style="list-style-type: none"> • Real-Time Alerts: Deliver instant notifications about flight delays, cancellations, gate changes, and other travel disruptions. • Traveler Tracking: Monitor travellers' locations to ensure their safety and provide assistance when needed. • Emergency Assistance: Offer direct access to emergency contacts and support services, including medical assistance and local emergency numbers. • Health and Safety Information: Provide up-to-date information on health advisories, travel restrictions, and safety guidelines relevant to the traveller's destination. • Communication Tools: Enable two-way communication between travellers and support teams, allowing for quick dissemination of information and assistance. | 15 | <p>5 = Excellent All 5 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good All 5 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good All 5 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average 4 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor Less than 3 elements are outlined.</p> |
| 2.1 | Demonstrate On-Demand Data, Insights & Reporting Capabilities <ul style="list-style-type: none"> • Real-Time Access to Travel Data & Insights (Comprehensive Monitoring of Travel Activity) • Full Visibility of Travel Spend (Detailed Breakdown Across Categories) • Traveler Behaviour Trend Analysis (Identifying Patterns & Policy Compliance) • AI-Driven Reporting Capabilities (Automated Insights & Predictive Analytics) • Dashboard View & Report Conversion (Excel, PDF, and Customizable Formats) • Out-of-Policy Bookings Tracking (Audit Trail for Non-Compliance) • Missed Savings Identification (Flagging Cost-Saving Opportunities) • Spend Analysis by Category: <ul style="list-style-type: none"> ○ Total Travel Spend (Consolidated Overview) ○ Flight Expenditure (Airfare Costs & Savings) ○ Accommodation Expenditure (Hotel & Lodging Costs) ○ Car Rental Expenditure (Vehicle Hire Costs) ○ Conference & Events Spend (Meetings & Venue Costs) ○ Shuttle & Transfers Spend (Ground Transportation Costs) | 30 | <p>5 = Excellent All 8 relevant elements are outlined and are aligned to the project with 2 value added services.</p> <p>4 = Very Good All 8 relevant elements are outlined and are aligned to the project with 1 value added service.</p> <p>3 = Good All 8 relevant elements are outlined and are aligned to the project.</p> <p>2 = Average 7 relevant elements are outlined and are aligned to the project.</p> <p>1 = Poor Less than 6 elements are outlined</p> |

| | EVALUATION CRITERION | WEIGHT | RATING SCORES |
|-----|---|------------|--|
| 3 | TRAVELLER MOBILE APPLICATION | 20 | |
| 3.1 | Describe Mobile Application Capabilities <ul style="list-style-type: none"> • Traveler Messaging (Real-Time Communication & Notifications) • Mobile Approval Requests (Managers Can Approve Travel on the Go) • Traveler Itinerary & Booking Confirmations (Instant Access to Travel Details) • Urgent Alerts & Traveler Safety Information (Emergency Updates & Risk Management) • Full Booking Confirmation Functionality (Travel Booker & Manager Approval for Confirmed Bookings) | 20 | 5 = Excellent All 5 relevant elements are outlined and are aligned to the project with 2 value added services. 4 = Very Good All 5 relevant elements are outlined and are aligned to the project with 1 value added service. 3 = Good All 5 relevant elements are outlined and are aligned to the project. 2 = Average 4 relevant elements are outlined and are aligned to the project. 1 = Poor Less than 2 elements are outlined |
| | TOTAL | 100 | |
| | THRESHOLD | 60% | |

5. PHASE 3: APPLICATION OF PRICE AND PREFERENCES

5.1 Financial proposals must be submitted in South African Rand.

5.2 The Provincial Treasury reserves the right to negotiate rates submitted by bidders.

5.3 General conditions

- a) Each bid that obtained the minimum qualifying score for functionality will be evaluated further in terms of price and the preference point system.
- b) In line with the Preferential Procurement Regulations, 2017, the following preference point systems are applicable to all bids:
 - i) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - ii) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- c) The applicable preference point system for this bid is the 80/20 preference point system.
- d) Preference points for this bid shall be awarded for:
 - i) Price (maximum 80 points); and
 - ii) B-BBEE Status Level of Contribution (maximum 20 points).

e) The following formula will be used to calculate the points out of 80 for price:

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

Where

P_s = Points scored for price of bid under consideration;
 P_t = Price of tender under consideration; and
 P_{\min} = Price of lowest acceptable tender.

The following **Table** will be used to calculate the score out of 20 for B-BBEE:

| 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-complaint contributor | 0 |

- 5.4 Should a bidder fail to submit fully complete B-BBEE certificates/sworn affidavits, no points will be awarded for preference.
- 5.5 Points scored by a bidder in respect of B-BBEE will be added to the points scored for price.
- 5.6 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the required Preference Points Claim Form (WCBD6.1). Only completed and signed declarations as part of the Preference Points Claim Form will be considered for B-BBEE status by bidders.
- 5.7 Provincial Treasury may at any time require a bidder to substantiate claims made with regard to their B-BBEE status.
- 5.8 Points scored will be rounded off to the nearest 2 decimals.
- 5.9 Where two or more bidders score equal total points, the contract will be awarded to the bidder that scored the highest points for B-BBEE.
- 5.10 Where two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.
- 5.11 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points.

Declaration

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Service Provider: _____

Name of contact Person: _____

Capacity: _____

Signature: _____

Date: _____

Please initial.....