



Reference number: DEA&DP 3/2023

INVITATION TO BID

DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING FOR THE PERIOD OF THREE (3) YEARS

CLOSING DATE: 01 DECEMBER 2023

TENDER BOX:

**DEPARTMENT OF
ENVIRONMENTAL AFFAIRS
AND DEVELOPMENT
PLANNING GROUND FLOOR
(FOYER)
UTILITAS BUILDING
1 DORP STREET
CAPE TOWN**

**DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING
MS. DONNA D-SWARTZ
DATE 30/10/2023**

Please initial.....



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DEFINITIONS

Accommodation	the rental of lodging facilities while away from one's place of abode, but on authorized official duty.
After-hours service	an enquiry or travel request that is actioned after normal working hours (before 08:00 and after 17:00 Mondays to Fridays and twenty-four (24) hours on weekends and public holidays).
Agreement	the written agreement entered into between the Western Cape Department of Environmental Affairs and Development Planning (DEA&DP) and service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
Air travel	travel by airline that has been authorized by an institution.
Bill-back	supplier sending the bill back to the Travel Management Company (TMC), who in turn, invoices the Department for the services rendered.
Car Rental	rental of a vehicle by a traveler for official purposes.
DEAD&DP	Department of Environmental Affairs and Development Planning.
Department	Herin refer's to the Department of Environmental Affairs and Development Planning.
Domestic travel	travel within the borders of the Republic of South Africa (SA).
Emergency service	booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trips.
international travel	travel outside the borders of the Republic of South Africa
Net and Non-commissionable rates	a rate that does not include any third (3 rd) party reward, i.e. a rate that is not marked up or include any commissions.
POPIA	Protection of Personal Information Act, 2013 (Act 4 of 2013)
Regional travel	travel across the border of South Africa to any of the South African Development Community Countries (SADC), namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe





Service Level Agreement (SLA)

is the agreement reached between the TMC and DEA&DP which quantifies the minimum quality of service to meet DEA&DPs needs. Such service quality expectations are defined in measurable terms and accompanied by Key Performance Indicators and reporting requirements can be continuously assessed.

Shuttle Service

the service offered to transfer a Traveler from one point to another, for example from place of work to the airport.

Third party

service providers that provide travel related services on an ad hoc basis that are not directly provided by the TMC.

Transaction Fee

is the only fee payable by DEA&DP to the TMC and is a fixed fee charged by the TMC for each specific service type e.g. international air ticket, charged per type, per transaction, per traveler.

Traveler

to any person that has been duly authorized by DEA&DP to travel.

Travel Authorization

is the authorization given by the delegated official by written or electronic means.

Travel Booker

is the DEA&DP representative coordinating travel reservations with the TMC consultant on behalf of the Traveler.

Travel Management Company

the service provider contracted to provide travel management services (e.g. travel agents).

Travel Voucher

a document issued by the TMC to confirm the reservation and/or payment of specific travel arrangements.

Value-added Services

service that enhances or complement the general travel management services e.g. rules and procedures of the airports at no additional cost to DEA&DP.

VAT

Value Added Tax

Self-Booking Tool (SBT)

a web-based, secure portal which allows the travel booker to perform self-service transactions.

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SECTION A

INFORMATION TO THE BIDDERS

1. INTRODUCTION

The Western Cape Department of Environmental Affairs and Development Planning (DEA&DP) hereby invites bids for the rendering of a comprehensive travel management service to the Department for a period of three (3) years.

Commencement date will be communicated as part of the award letter.

2. DURATION OF CONTRACT

The successful bidder will be appointed for a period of three (3) years (36 months).

3. TIMELINES OF THE BID PROCESS

Activity	Due date
Advertisement of Bid in the tender E-portal.	01 November 2023
Bid Closure	01 December 2023
Bidders who successfully progress to phase 3 of the evaluation will be invited to deliver a presentation at a date specified by the department	
Validity of Bids after Bid Closure is 90 days. However, circumstance may arise whereby the Department of Environmental Affairs and Development Planning 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.

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- 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 and must submit a valid tax clearance Certificate Valid tax Compliance Status Pin.
- 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 INSTRUCTION TO BIDDERS

- 5.1 Bidders are required to submit their bid documents in a sealed envelope clearly marked 'DEA&DP 3/2023 for the rendering of a comprehensive travel management service to the Western Cape Department of Environmental Affairs and Development Planning for a period of three (3) years:

Deposited in the bid box marked: "Department of Environmental Affairs and Development Planning" situated at:

Ground Floor
1 Dorp Street
Utilitas Building
Cape Town
8001

6 CONTACT DETAILS

- 6.1 For more detailed information regarding the bid procedure, specification and technical queries please contact the following:

- (a) Bid Procedure enquiries: Siyabulela Ncipha

Contact Details:
Email: Siyabulela.Ncipha@westerncape.gov.za
Tel: 021 483 2884

- (b) Technical Enquiries: Stuart Botha

Contact Details:
Email: Stuart.Botha@westerncape.gov.za
Tel: 021 483 0784

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6.2 Potential bidders are required to send any enquiries related to the bid via e-mail to the abovementioned officials.

7 GENERAL BID CONDITIONS

7.1 All bids are subject to the General Conditions of Contract of Government (GCC).

7.2 Bid documents will only be considered if received by the Department before the closing date and time.

7.3 Late bids will not be accepted.

7.4 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.

7.5 Only offers by bidders who bid for a complete service in respect of all services specified, will be considered.

7.6 DEA&DP may, at its sole discretion, conduct site visits at the bidder's premises.

7.7 The intention is to have one (1) service provider this contract.

7.8 Bids must be submitted in RSA currency (Rands).

7.9 DEA&DP is not bound to accept any of the proposals submitted. DEA&DP reserves the right to negotiate prices with the preferred bidder.

7.10 DEA&DP further reserves the right to request the bidders to deliver presentations to obtain more clarity on bids submitted.

7.11 Information in substantiation of the proposals can at any point in time be verified by DEA&DP during the adjudication process. Any information provided will be treated with the utmost confidentiality.

7.12 Bidders may not contact DEA&DP 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.

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7.13 B-BBEE Certificate/ Sworn Affidavit of the insourcing/subcontracting resource/s must be submitted aspart of the bid documents, along with the requirements of the main resources.

7.14 Joint Ventures, Consortiums and Trusts

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

7.14.2 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.

7.14.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Department of Environmental Affairs and Development Planning will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

7.14.4 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.

8 LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with Department of Environmental Affairs and Development Planning.

9 DOCUMENTS IN THE BID DOCUMENT PACK

9.1 Standard Supply Chain Management Bid Documents

Reference	Description	Compulsory	Returnable documents
WCBD 1	Invitation to bid	✓	✓
WCBD 3.3	Pricing Schedule	✓	✓
WCBD 4	Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination	✓	✓
WCBD 6.1 (if claiming preference points)	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and supporting B-BBEE Certificate/ Sworn Affidavit	If not submitted preference points will not be allocated	✓
TOR & GCC	Terms of reference/Specification <i>Initial each page</i>	✓	✓
CSD	Registration/Summary Report	✓	✓

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9.2 Further Required Documents

Description	Compulsory
Service Provider must have at least 3 years proven track record in providing a similar service in private and public sector	✓
<p>Proposal- containing:</p> <ul style="list-style-type: none">Portfolio of work done (reflecting similar services provided) and the duration of the contract, etc;At least three (3) contactable references must be provided (which may be contacted during the evaluation process); andCompany Profile that includes organogram, domestic and international affiliations and staffing profile including relevant industry qualifications and experience.	✓
<ul style="list-style-type: none">IATA License / CertificateBidders are required to submit their valid International Air Transport Association (IATA) license/ certificate.	
Submit a certified copy of the Association of South Africa Travel Agents (ASATA) membership	✓
Provide an implementation plan for implementing the service without service interruptions.	✓
Provide Standard Operating Procedures for traditional services and self-booking services	✓
Provide Standard Operating Procedures/ Terms of Reference for after-hours/ emergency support services.	✓
Proof of 24-hour\ 7 day emergency call center contact number	
Provide curriculum vitae (CV) of the dedicated Account or Business Manager(s) for this travel account.	✓

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PART A

INVITATION TO BID

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

DEA&DP 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.

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

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

DEA&DP 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 DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING										
BID NUMBER:	DEA&DP 3\2023	CLOSING DATE:	01 December2023	CLOSING TIME:	11:00					
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING FOR THE PERIOD OF THREE (3) YEARS									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX (MARKED "DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING") SITUATED AT:										
Ground Floor 1 Dorp Street Utilitas Building, Cape Town. 8000										
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO										
CONTACT PERSON	Mr Siyabulela Ncipha									
TELEPHONE NUMBER	021 483 2884									
E-MAIL ADDRESS	siyabulela.ncipha@westerncape.gov.za									

Please initial.....



SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS PIN:	AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	<input type="checkbox"/> Yes <input type="checkbox"/> No				<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			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 ENCLOSURE PROOF]						
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						

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IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 WITH 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 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

(Professional Services)

NAME OF BIDDER: BID NO: **DEA&DP3\2023**

CLOSING TIME: **11:00**

CLOSING DATE: **01 DECEMBER 2023**

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 DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING FOR THE PERIOD OF THREE (3) YEARS

1. Bidders are required to indicate the total estimated cost and including all expenses inclusive of VAT for the services.
2. The detailed cost per item MUST be completed and submitted as the excel document: **Pricing Annexure**.
3. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
4. The unit pricing indicated will regarded as the official and final price offered for service.
5. Prices offered must be fixed for the duration of the contract.
6. Bidders are required to cost (if applicable) all transaction types including those where the estimated number of transactions is 0.
7. **Prices must be quoted in RSA currency and must be inclusive of VAT (15%).**
8. The total price must be calculated as follows:
 - a) The fixed yearly price for each service must be shown as per below table.
 - b) The amounts per line will be added to get a yearly transaction fee for both, online and traditional bookings to get to a grand total per year.
 - c) The 3 years grand totals to be added for both online and traditional bookings.
 - d) The 3 year totals must be shown for both online and traditional bookings.

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9. It is **compulsory** that bidders bid for the provision of both services through the TMC (provision of traditional services and the use of a self-booking tool). Bidders that bid for only one (1) section will be **disqualified**.

10. As a guide to completing the below pricing table the bidders are to note that the Department will use the traditional services for 20% of the transactions and the other 80% of transactions will be through the use of a self-booking tool.

Year 1

Service Category	Online Booking Rate R	Traditional Booking Rate R
Domestic:		
Accommodation		
Car Rental		
Air Transport		
Road Transport		
Venues and Facilities		
Foreign/International:		
Accommodation		
Car Rental		
Air Transport		
Road Transport		
Grand Total		

Year 2

Service Category	Online Booking Rate R	Traditional Booking Rate R
Domestic:		
Accommodation		
Car Rental		
Air Transport		
Road Transport		
Venues and Facilities		
Foreign/International:		
Accommodation		
Car Rental		
Air Transport		
Road Transport		
Grand Total		

Year 3

Service Category	Online Booking Rate R	Traditional Booking Rate R
Domestic:		
Accommodation		
Car Rental		
Air Transport		
Road Transport		
Venues and Facilities		
Foreign/International:		
Accommodation		
Car Rental		

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Air Transport		
Road Transport		
Grand Total		

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 Manage 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 (DEA&DP)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 —

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- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

- (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;

"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;

- (a) **"Western Cape Government (WCG)"** means
 - (a) the Institution of the Western Cape, and
 - (b) a provincial public entity;

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"RWOPS" means —

Remunerative Work Outside the Public Service

"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 or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign 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 authorized 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 authorizes accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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	
A1.	<i>CSD Registration Number</i>
	MAAA
A2.	<i>Name of the Entity</i>
A3.	<i>Entity registration Number (where applicable)</i>
A4.	<i>Entity Type</i>
A5.	<i>Tax Reference Number</i>
A6.	<i>Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.</i>

TABLE A



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 DEA&DP, 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 the public enterprise should first obtain the necessary approval (RWOP), 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 "RWOP")

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)



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? <i>(If yes complete Table C)</i>	<input type="checkbox"/> NO <input type="checkbox"/> YES
------------	---	--

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	<input type="checkbox"/> NO <input type="checkbox"/> 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)? <i>(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) 3265445.)</i>	<input type="checkbox"/> NO <input type="checkbox"/> 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?	<input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> 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)?	<input type="checkbox"/> NO <input type="checkbox"/> 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?	<input type="checkbox"/> NO <input type="checkbox"/> YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701



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 understand the content of the document;
- iii. 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, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. 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 awarding of the contract.

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 placed thereon in my presence.

..... SIGNATURE FULL NAMES

Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:

Place

Please initial.....



Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

Please initial.....



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY 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; (*Therefore in the context of the 2017 regulations "bidder" and "tenderer" have the same meaning*)
- 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.

Please initial.....



1.11 'Firm price' means the price that is only subject to adjustments in accordance with actual increase or decrease resulting from the change, imposition, or abolition of customs or exercise 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 of any supplies, or the rendering costs of any service, for the execution of the contract

1.12 "functionality" means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;

1.13 "Large Enterprise" is any enterprise with an annual total revenue above R50 million;

1.14 "non-firm prices" means all prices other than "firm" prices;

1.15 "person" includes a juristic person;

1.16 "price" includes all applicable taxes less all unconditional discounts;

1.17 "proof of B-BBEE status level contributor" means-

- (a) The B-BBEE status level certificate issued by an authorized 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.

1.18 QSE is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.19 "rand value" means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

1.20 "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.21 "the Regulations" means the Preferential Procurement Regulations, 2022;

1.22 "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;

1.23 "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

1.24 "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).

Please initial.....



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

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 paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer. provided that it has been stipulated upfront in the tendering conditions.

Please initial.....



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

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \textbf{80/20} & \text{or} & \textbf{90/10} \\ Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

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

5.2 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.

5.3 A **QSE that is less than 51% (50% 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.

5.4 A **QSE that is at least 51% black owned (51% 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.

5.5 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.

- 5.6 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.
- 5.7 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.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

6. BID DECLARATION

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

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

- 7.1 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.)

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/entity:

- 8.2 VAT registration number:

- 8.3 Company Registration number:

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:

- (a) *The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.*
- (b) *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:*
 - (i) *misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;*
 - (ii) *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;*
 - (iii) *provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or*
 - (iv) *engages in a fronting practice.*
- (c) *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 authority.*

Please initial.....



enforcement agency for investigation.

- (d) ***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% of its annual turnover.***
- (e) ***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.***
- (f) ***The purchaser may, in addition to any other remedy it may have –***
 - disqualify the person from the bidding process;***
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;***
 - 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***
 - forward the matter for criminal prosecution.***
 - The information furnished is true and correct.***
 - 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.**

Please initial.....



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 be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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 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 subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier



bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

Please initial.....



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 organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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



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

9. **Packing**

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

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

10. **Delivery and documents**

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

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

11. **Insurance**

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

12. **Transportation**

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

13. **Incidental Services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. **Spare parts**

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

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

15. **Warranty**

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

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

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

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

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

16. **Payment**

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

21. Delays in supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return

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any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. **Penalties**

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

22. **Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;

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- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for solvency

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



27. Settlement of disputes

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

28. Limitation of liability

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

29. Governing Language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

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

34. Prohibition of restrictive practices

34.1 In terms of section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



SECTION B

TERMS OF REFERENCE

BID REFERENCE NUMBER: DEA&DP 3\2023: TERMS OF REFERENCE FOR THE RENDERING OF A COMPREHENSIVE TRAVEL MANAGEMENT SERVICE TO THE WESTERN CAPE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION

DEA&DP requires service providers to provide travel services for its staff who travels domestically and on occasion to regional and international markets. Travel arrangements will consist of air travel, hotel accommodation, airport transfers, shuttle services, car rentals and value-added services through the appointed service provider. In addition, when necessary, venues and conference facilities hire.

DEA&DP intends to carry out a procurement exercise to solicit proposals from experienced and professional travel agencies for the provision of travel and related services. The services of the Travel Management Company will be accessible by DEA&DP.

2. PURPOSE

The purpose of this Terms of Reference (ToR) is to define the requirements to appoint a suitably qualified service provider to for the rendering of a comprehensive travel management service to the Western Cape Department of Environmental Affairs and Development Planning for a period of three (3) years.

DEA&DP 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 ("the Travel Management Company" hereunder referred to as TMC) will be required to sign a contract with DEA&DP to perform travel services specified under this Terms of Reference and agreeing to clearly identified service levels. The contract will be for a period of three (3) years.

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3. BACKGROUND

DEA&DP requires a travel management service to manage all travel and accommodation reservations and seeks to engage a Travel Management Company (TMC) that will provide highly responsive, quality-oriented service to all officials. Emphasis will be placed on demonstrable and reported savings. DEA&DP expects the selected TMC to be able to leverage its consolidated buying power to obtain optimum discounts for all services.

The proposed contract with the Travel Management Company will cover airline ticketing, visa services and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for DEA&DP staff members (for purpose of official travels) and consultants, and participants attending meetings or on official business for DEA&DP. The services will also cover accommodation requirements, car rental, shuttle services, and when necessary venues and conference facility hire, etc.

4. TRAVEL & VENUE VOLUME

The table below details the number of transactions for the 2022/23 financial year as follows:

Service Category	Estimated Number of Transactions per annum
Accommodation	355
Car Rental	30
Air Transport	92
Road Transport	20
Venues and Facilities	0
Accommodation	0
Car Rental	0
Air Transport	0
Road Transport	0

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

5. DELIVERABLES/SCOPE OF WORK

5.1 Services Required

5.1.1 Off-Site Travel Management Services

The provision of a web-based Self-Booking Tool (SBT) for the duration of the contract. Traditional services will be required as a back-up throughout the period of the contract as well as for after-hours/emergency circumstances.

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5.1.2 General Service Requirements

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

- 5.1.2.1 The travel services will be provided to all Travelers travelling on behalf of DEA&DP, locally, regionally and internationally this will include employees, contractors, consultants and clients where the agreement is that DEA&DP 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 Assist with further negotiations for better deals with travel service providers.
- 5.1.2.4 Familiarization with current departmental Travel Policy and implementations of controls to ensure compliance.
- 5.1.2.5 Provide a facility for the Department to update their travelers' profiles.
- 5.1.2.6 All data should be secure at all times and not accessible by any unauthorized parties to comply with POPIA requirements.
- 5.1.2.7 Manage the third (3rd) party service providers by addressing service failures and complaints against these service providers.
- 5.1.2.8 Consolidate all invoices from travel suppliers and submit all statements/invoices on a weekly basis to the Department.
- 5.1.2.9 Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- 5.1.2.10 The TMC must ensure sound communication with all stakeholders. Link the Traveler, Travel booker and the TMC in one smooth continuous workflow.
- 5.1.2.11 All enquiries should be investigated, and prompt feedback be provided in accordance with the Service Level Agreement (SLA).

5.2 Reservations

- 5.2.1 Receive travel requests from Travelers 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 Traveler via the agreed communication medium.
- 5.2.2 The TMC must always endeavor to make the most cost-effective travel arrangements.

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- 5.2.3 Apprise themselves of all travel requirements for destinations to which Travelers will be travelling and advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.
- 5.2.4 Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits, where so required.
- 5.2.5 Book best available negotiated, discounted fares and rates wherever possible.
- 5.2.6 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 traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 5.2.7 Book parking facilities at the airports where required for the duration of the travel.
- 5.2.8 Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- 5.2.9 Should be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.).
- 5.2.10 Issue all necessary travel documents, itineraries and travel vouchers timeously to traveler(s) prior to departure dates.
- 5.2.11 Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 5.2.12 Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- 5.2.13 Facilitate the bookings that are generated through their own or third party SBT where it can be implemented.
- 5.2.14 Advise the Traveler of all visa and inoculation requirements well in advance. Visa applications will be the responsibility of the TMC.
- 5.2.15 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department.
- 5.2.16 Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by DEA&DP are non-commissionable.
- 5.2.17 Electronic voucher must be retrievable via web and smart phones.
- 5.2.18 Bookings must be confirmed electronically via email and a text message (via Short Message Service (SMS)) and the relevant reference number must be provided timeously to the traveler(s).



5.3 Accommodation

- 5.3.1 Plan, book, arrange and amend accommodation with hotel groups, private hotels, bed & breakfast, guesthouses and other available concerns, for example: boarding houses, other graded facilities and other concerns 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 Accommodation for officials must be booked in accordance with the departmental travel policies or instruction. Deviations thereto must be authorized by the duly authorized departmental representative of the respective Departments.
- 5.3.3 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 traveler.
- 5.3.4 Accommodation travel vouchers must be issued to all Travelers for accommodation bookings and must be invoiced in terms of the agreement between DEA&DP and TMC as stipulated in the Service Level Agreement (SLA).
- 5.3.5 Where DEA&DP 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 urgency.
- 5.3.6 Cancellations of accommodation bookings should be done promptly to guard against no show and late cancellation fees.

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 domestic flights, book the airline which provides the most cost-effective airfares possible.
- 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 traveler(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 Traveler.
- 5.4.6 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveler (if applicable).

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- 5.4.7 Airline tickets must be delivered electronically (via email and SMS) to the traveler(s) promptly after booking and before the departure times. Bookings must be confirmed, and the relevant reference number must be provided timeously to the traveler(s) and travel booker before departure times.
- 5.4.8 Assist with the booking of charters for VIPs utilizing 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 DEA&DP and a particular airline (the existence of which will be communicated to TMC).
- 5.4.12 Ensure that travelers 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.

5.5 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 Travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, etc.
- 5.5.4 Advise DEA&DP on the car rental companies' rental contracts and identify any possible risks for DEA&DP, 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 Traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- 5.5.7 For international travel, the TMC may offer alternative ground transportation to the Traveler that may include rail, buses and transfers.
- 5.5.8 Supply three (3) quotations or more where possible.

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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 traveler(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 DEA&DP 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 traveler(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 Ensure that any other services (such as the provision additional equipment, assistants, ancillary staff and transportation of participants) will be satisfactorily provided.
- 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 This is an *optional service* and DEA&DP is not obliged to book conference and related requirements via TMC.

5.9 After-hours and Emergency Services

- 5.9.1 The TMC should provide a consultant to assist Travelers with after hours and emergency reservations and changes to travel plans throughout the 36-month period.
- 5.9.2 A dedicated consultant should be available to assist Travelers with after hour or emergency assistance.

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5.9.3 After hours' services should be provided 24 hours, 7 days a week, and 365 days a year.

5.9.4 An after hours contact number should be available to all travelers so that when required and 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) for managing an after-hours and emergency service.

5.9.7 Bidders are required to provide the Standard Operating Procedure of their after-hours support which must include the following at a minimum:

- How the after-hours service is accessed by Travelers.
- 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. centralized, regionalized, in-country, owned, outsourced, etc.;
- Whether it is available 24/7/365; and
- The bidder's approach in dealing with multiple incidents/ crises 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;
- Rules and procedures of the airports;
- Airline baggage policy;
- Business etiquette specific to the country;
- Tourism levy; and
- Supplier updates.

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.

Please initial.....



- 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 Inter-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 traveler 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 Traveler 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 inter-Departmental policies.

5.12 Training

- 5.12.1 Ensure that workshops and training are provided to Travelers and/or Travel Bookers regarding SBT and traditional service (where necessary).
- 5.12.2 Service Provider must provide a training manual to the Department.
- 5.12.3 Travelers, Travel Bookers and Approval Authorities must be trained on the SBT.

Users
Financial Management Officials
Office Managers/ Personal Assistants/Administrative staff
Senior Management

Note: Ad hoc training sessions may be required for additional traveler's.

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 DEA&DP on the receipt of departmental authorization.
- 5.13.2 The re-imbursement of payments by DEA&DP 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 DEA&DP, which reflect the Departmental authorization as agreed upon in the SLA will be processed. Travel undertaken in a calendar month to be invoiced to the Department by the 5th business day of the following month.
- 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 DEA&DP 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 DEA&DP's Finance Section on the agreed time period (e.g. weekly). This includes attaching the Travel Authorization 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

5.14.1 Meetings:

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

5.14.2 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 traveler, date of travel and spend category (e.g. air travel, shuttle, accommodation).
- 5.14.2.3 Reports must be submitted in an electronic format, for example in Microsoft Excel.
- 5.14.2.4 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 unauthorized parties.
- 5.14.2.5 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 order and invoice;

Please initial.....



- All transactions processed for a particular month linked to an issued order number;
- 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;
- All expenses (inclusive of savings) for each service; and
- Ad hoc reporting (at no additional costs) as may be required by the Department.

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

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 DEA&DP account.

5.15.2 The necessary processes should be implemented to ensure good quality management and always ensuring Traveler satisfaction:

- 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.
- 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.

6.16.1 The TMC must:

- Provide DEA&DP with notices which the TMC receives from the airlines and the airports company pertaining to anything that may cause any inconvenience to the traveler(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)

5.17.1 The SBT must provide for the following minimum requirements:

- Automatic confirmation for all bookings and reservations;
- Integrated workflow that identify non-compliance to Departmental travel policies;
- 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 booker to book and hold seats;
- 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 traveler).

Please initial.....



SECTION C

BID EVALUATION

1. BID EVALUATION PHASES

1.1 Bids will be evaluated in the following manner:

Phase 1: Compliance to SCM Conditions and Requirements

Phase 2: Compliance to Bid Conditions and Requirements

Phase 3: Functional Evaluation Criteria (three-stage approach)

Phase 4: Price and Preference Points (80/20)

2. PHASE 1: COMPLIANCE TO SUPPLY CHAIN MANAGEMENT CONDITIONS AND REQUIREMENTS

2.1 During this phase, compliance will be assessed against the submission and compulsory requirements of the SCM Conditions and Requirements as indicated in Table C1 below.

2.2 **Failure to meet the minimum SCM bid conditions and submission of the evidence required will lead to disqualification of the bid.**

Table C1: Compliance to SCM conditions and requirements

Schedules	Description	Compulsory	Returnable Documents
WCBD 1	Invitation to Bid	✓	✓
WCBD 3.3	Pricing Schedule (To be accompanied with a detailed quotation (Excel spreadsheet))	✓	✓
WCBD 4	Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination	✓	✓
WCBD 6.1	Preference points Form: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and supporting B-BBEE Certificate/Affidavit.	If not submitted Preference Points will not be allocated	✓
GCC and ToR	Terms of reference/Specification Initial each page	✓	✓



CSD	Bidders must be registered on the Central Supplier Database (CSD) at the time of award – Submission of Proof of Central Supplier Database (CSD) Registration or latest Report		✓
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3. PHASE 2: COMPLIANCE TO BID CONDITIONS AND REQUIREMENTS

3.1 During this phase, compliance will be assessed against the submission of compliance to Bid Conditions and Requirements as indicated in Table C2 below.

3.2 Bidders bear the responsibility of ensuring that all bid conditions are met, i.e. they meet all requirements, and that evidence is provided at the time of bid closure to enable the complete evaluation of a bid.

3.3 **Failure to meet the minimum bid conditions and submission of the evidence required will lead to disqualification of the bid.**

Note Table C2: NOTE: The Bidder is required to please indicate with an "X" if they comply with the compulsory requirements of the bid. Non-compliance with the stipulated requirement will lead to the disqualification of the bid.

Criteria	Description	Comply	Not Comply
1.	Service Provider must have at least 3 years proven track record in providing a similar service in private and public sector		
2.	Proposal containing: <ul style="list-style-type: none">• Portfolio of work done (reflecting similar services provided) and the duration of the contract, etc;• at least three (3) contactable references must be provided (which may be contacted during the evaluation process); and• Company Profile that includes organogram, domestic and international affiliations and staffing profile including relevant industry qualifications and experience.		
3.	<ul style="list-style-type: none">• IATA Licence / Certificate• Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate.		
4.	The service provider must provide a copy of their valid Association of South Africa Travel Agents (ASATA) membership		
5.	Provide an implementation plan for implementing the service without interruptions.		
6.	Provide Standard Operating Procedure or Terms of reference for traditional services and self-booking services		
7.	Provide Standard Operating Procedure or Terms of reference of after-hours/ emergency support services. Proof of 24-hour\ 7 day emergency call center contact number		
8.	Provide curriculum vitae's (Cs) of the dedicated Account or Business Manager(s) for this travel account.		

Please initial.....



4. PHASE 3: FUNCTIONAL EVALUATION CRITERIA

4.1 This Phase will consist of a three-stage evaluation process:

Stage 1: Quality, Communication, Experience, Reservations, Account and Financial Management

Stage 2: Self-Booking Tool (SBT) Compliance Table

Stage 3: Online Presentation and Demonstration

4.1.1 Stage 1: Quality, Communication, Experience, Reservations, Account and Financial Management

4.1.1.1 Bidders whose proposal meet and comply with the Quality, Experience, Reservations, Account and Financial Management requirements and reach a minimum of **70 points** out of 100 points in Stage 1 will progress to the next stage of the evaluations (Self-Booking Tool (SBT) Compliance).

4.1.2 Stage 2: Self-Booking Tool (SBT) Compliance Table

4.1.2.1 Bidders whose progress from Stage 1 of the evaluation, their proposals will further be assessed against the requirements of the Self-Booking Tool in Table S2 for Stage 2.

4.1.2.2 Bidders **MUST** meet all the requirements of Stage 2 to progress to Stage 3 (Online Presentation and Demonstration).

4.1.3 Stage 3: Online Presentation and Demonstration

4.1.3.1 Bidders who meet all the requirements of Stage 2 (Self-Booking Tool (SBT) Compliance Table) will progress to Stage 3 and be required to demonstrate the SBT by means of an online presentation via Microsoft Teams at an allocated timeslot which will be communicated.

4.1.3.2 A minimum threshold of **60 points** of the 100 points has to be scored by Stage 3 in order to qualify to progress to the next Phase.

4.2 A minimum threshold of **130 out of 200** points for functionality is required for the bidder to progress to Phase 4 (price and preference).

Please initial.....



4.3 **Stage 1: Quality, Communication, Experience, Reservations, Account and Financial Management**

Table S1: NOTE: The Bidder is required to *please indicate* the reference page in the proposal.

No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS	REFERENCE PAGE IN PROPOSAL
1.	QUALITY OF PROPOSAL AND AFTER-HOURS SERVICES	30			
1.1	<p>Demonstrate an understanding of DEA&DP requirements and provide an appropriate proposal which includes:</p> <ul style="list-style-type: none"> ● Managing all reservations/bookings; ● Management of 30-day bill-back account facility; ● Describe how specific negotiated rates will be secured; ● Describe how you will implement the negotiated rates and maximum allowable rates established by the National Treasury Cost Containment measures; ● How invoicing will be handled, including the process of rectifying discrepancies between purchase orders, supporting documentation and reconciliation of transactions; ● Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities; ● A detailed implementation plan highlighting how this will be performed without creating service interruptions; ● Please describe credit card reconciliation process, timing and deliverables (if applicable); and ● Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results. 	20	<p>Excellent quality of response.</p> <p>Clear evidence of understanding the services required against the business context.</p> <p>Meets and demonstrates, but not limited to, all nine (9) requirements.</p>	20	
				16	
				8	
				4	

Please initial.....



No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS	REFERENCE PAGE IN PROPOSAL
1.	QUALITY OF PROPOSAL AND AFTER-HOURS SERVICES	30			
1.2	<p>The bidder must have capacity to provide a reliable and consistent after hours and emergency support/customer support to traveler(s). Bidders are required to provide details/ Standard Operating Procedure or Terms of reference of after-hours support which should address the following:</p> <ul style="list-style-type: none"> • how it is accessed by Travelers'; • where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc.; • is it available 24/7/365 throughout the contract period; • estimated response/ turnaround time; • Details of after-hours consultants (all travelers); • Details of dedicated consultant for VIP/Executive (Minister,HOD and two DDGs); • proof of 24-hour emergency call centre; and • approach in dealing with multiple incidents/crisis simultaneously and reporting of such emergencies. 	10	<p>Excellent quality of response.</p> <p>Clear evidence of understanding the services required against the business context. SOP/ terms of reference covers, but not limited to, all eight (8) of the requirements.</p> <p>Good quality of response.</p> <p>Some evidence of understanding the services required against the business context. SOP / terms of reference covers five (5) or more of the</p> <p>Average quality of response.</p> <p>Moderate evidence of understanding the services required against the business context. SOP/ terms of reference cover four (4) or less of the</p> <p>Poor quality of response.</p> <p>No understanding against the required business context. SOP/ terms of reference covers one (1)</p>	10	



No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS	REFEREN CE PAGE IN
2.	COMMUNICATION	10			
2.1	<p>Describe how you will ensure that travel bookers are informed of the travel booking processes.</p> <ul style="list-style-type: none"> Describe Applications in place to receive and View Itinerary (Mobile App Platform) and SMS Messaging Capabilities. Describe your communication process where the traveler, travel coordinator/booker and travel management company will be linked in one (1) smooth continuous workflow. 	10	<p>Excellent quality of response. Clear evidence of understanding the services required against the business context. Meets and demonstrates more than the two (2) requirements.</p> <p>Good quality of response. Some evidence of understanding the services required against the business context. Meets and demonstrates the two (2) requirements.</p> <p>Poor quality of response. No understanding against the required business context. Only one (1) requirement met.</p>	10 7 1	
3.	INDUSTRY EXPERIENCE	20			
3.1	<p>Travel and Accommodation accounts managed in excess of R3 million per annum by the TMC (prior to COVID-19 pandemic). Provide contactable references (company name, position of person, telephone number and email address) as they may be contacted during the evaluation process.</p>	5	<p>More than 4 accounts</p> <p>2-4 accounts</p> <p>Fewer than 2 accounts</p>	5 3 1	
3.2	<p>Proven ability and capacity to handle small (10 to 20 pax) and large(30 pax and above) group booking by providing:</p> <ul style="list-style-type: none"> details of actual examples (i.e. itinerary, etc.) clearly indicating the number of travelers and flight routes. 	10	<p>More than 30 pax</p> <p>15 to 20 pax</p> <p>10 pax to 14 pax</p>	10 7 1	

Please initial.....



No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION		POINTS	REFERENCE PAGE IN PROPOSAL
3.	INDUSTRY EXPERIENCE	20				
			4-6 years' experience	3		
			3-years' experience	2		
			<3 years' experience	1		
3.3	Number of years' experience in the travel industry obtained from private and public sector. Bidder to indicate in proposal.	5	7 years' experience and above	5		
			4-6 years' experience	3		
			3-years' experience	2		
			<3 years' experience	1		
4.	RESERVATIONS	20				
4.1	Manage all reservations/ bookings Describe how all travel reservations/ bookings and conference packages are handled e.g. hotel (accommodation); car rental; flights, venue hire (conference), etc. <ul style="list-style-type: none"> ● This will include, without limitation, an example of a detailed complex local travel itinerary confirmation that includes air, car, hotel, confirmation numbers and additional proof of competency. ● An example of regional or international travel itinerary that includes air, hotel, visa applications, etc. ● Example of an event booking that includes per person (all-inclusive) package for conference/venue hire that is in line with National Treasury cost containment. 	10	<p>Excellent quality of response.</p> <p>Clear evidence of understanding the services required against the business context. Meets and demonstrates, but not limited to, three (3) of the requirements.</p> <p>Good quality of response.</p> <p>Some evidence of understanding the services required against the business context. Meets and demonstrates two (2) of the requirements.</p> <p>Poor quality of response.</p> <p>No understanding against the required business context. Meets and demonstrates one (1) of the requirements.</p>	10		



No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS	REFERENCE PAGE IN PROPOSAL
4.	RESERVATIONS	20			
4.2	Manage airline reservations Describe in detail: <ul style="list-style-type: none">● The process of booking the most cost-effective and practical routing for the traveler;● the refund process;● how you manage the unused non-refundable airline tickets;● flexible ticket options;● seating/cabin classes; and● ability to secure special airline services for traveler(s) including preferred seating, waitlist clearance, special meals, travelers with disabilities, etc.	10	Excellent quality of response. Clear evidence of understanding the services required against the business context. Meets and demonstrates but not limited to, all six (6) requirements.	10	
			Good quality of response. Some evidence of understanding the services required against the business context. Meets and demonstrates four (4) or more of the requirements.	8	
			Average quality of response. Moderate evidence of understanding the services required against the business context. Meets and demonstrates three (3) or less of the requirements.	5	
			Poor quality of response. No understanding against the required business context. Meets and demonstrates only one (1) requirement.	2	



No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS	REFERENCE PAGE IN PROPOSAL
5.	ACCOUNT MANAGEMENT	10			
5.1	Provide the following:	5	<p>Excellent quality of response. Clear evidence of understanding the services required against the business context. Meets and demonstrates, more than the four (4) requirements.</p>	5	
	<ul style="list-style-type: none"> ● Current quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service; ● process flow handling queries, requests, changes and cancellations; ● a detailed response indicating performance standards with respect to resolving service issues; and ● organisation's complaint handling procedure. 		<p>Good quality of response. Some evidence of understanding the services required against the business context. Meets and demonstrates four (4) of the requirements.</p>	4	
			<p>Good quality of response. Some evidence of understanding the services required against the business context. Meets and demonstrates two (2) of the requirements.</p>	3	
			<p>Poor quality of response. No understanding against the required business context. Meets and demonstrates only one (1) requirement.</p>	1	
5.2	<p>The account management experience of the dedicated Account or Business Manager. (Provide proposed Account management structure/ organogram, CV of Account or Business Manager/s.)</p>	5	<p>More than 5 years' experience</p>	5	
			<p>4-5 years' experience</p>	3	
			<p>1-3 years' experience</p>	1	



No	EVALUATION CRITERION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS	REFERENCE PAGE IN PROPOSAL
6.	FINANCIAL MANAGEMENT	10			
6.1	Demonstrate the following:	10	<p>Excellent quality of response.</p> <p>Clear evidence of understanding the services required against the business context.</p> <p>Meets and demonstrates but not limited to, all five (5) requirements.</p>	10	
	<ul style="list-style-type: none"> ● The re-imbursement of payments process (e.g. credit note, etc.). ● Process for ensuring that all accounts and receipt of invoices are timeously submitted to the Department and settled with the third-party. ● Example of consolidated report (e.g. excel, etc.) to indicate the savings on total monthly and annual travel expenditure, including missed saving and reasons therefor, total travel expenditure, etc. ● Example of 30-day consolidated bill-back account facility for accommodation and venue/conference hire. ● The process flow for pre-payments regarding accommodation, etc. 		<p>Good quality of response.</p> <p>Some evidence of understanding the services required against the business context.</p> <p>Meets and demonstrates four (4) or less of the requirements.</p>	8	
			<p>Average quality of response.</p> <p>Moderate evidence of understanding the services required against the business context.</p> <p>Meets and demonstrates two (2) of the requirements.</p>	5	
			<p>Poor quality of response.</p> <p>No understanding against the required business context.</p> <p>Meets and demonstrates only one (1) requirement.</p>	2	
TOTAL		100			
MINIMUM THRESHOLD		70			

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



4.4 Stage 2: Self-Booking Tool (SBT) Compliance Table

4.4.1 Bidders are required to indicate to what extent the proposed Self-Booking Tool (SBT) complies with the criteria in the table below. Failure to complete the below table will be considered as non-compliance with the bid specification requirements and will thus invalidate the bid proposal.

4.4.2 Bidders MUST meet all the requirements of Stage 2 to progress to Stage 3 (Online Presentation and Demonstration).

Table S2: Self-Booking Tool (SBT) Compliance Table (Indicate whether the SBT offered complies (YES) or does not comply (NO) with the following requirements)

SELF-BOOKING TOOL (SBT)	YES/NO	DETAILS (REFERENCE PAGE IN PROPOSAL)
1. The SBT proposed is a web- based application.		
2. End users access the SBT via a secure login function using a username and password. (any additional measures, if applicable, e.g. One Time Password (OTP), etc.)		
3. Ensure that the necessary processes and programs are implemented to ensure that all the data is secure at all times and not accessible by any unauthorised parties which complies with POPIA requirements. (POPIA annexures will need to be completed)		
4. The SBT provides automatic real time confirmation for all bookings and reservations.		
5. The SBT provides an integrated workflow that highlights non-compliance to Departmental travel policies.		
6. The SBT displays all quotes for airfares (including best fare of the day, cabin class of air travel), star grading for accommodation properties, car rental and shuttles.		
7. Deal Codes negotiated by the State are linked to the air fares on the SBT.		
8. Service fees are reconciled on the SBT.		
9. The SBT allows for simultaneous, multiple bookings.		
10. The booker can book and hold airline seats on the SBT.		
11. Accommodation availability is indicated on the SBT at the time of booking.		
12. The SBT provides separate access for the booker and the approver to ensure segregation of functions.		
13. The SBT generates reports as per DEA&DP specifications.		
14. The SBT allows for changes, cancellations and exchanges of travel arrangements.		
15. The SBT allows for an automated authorisation process according to a workflow co-created by the bidder and DEA&DP.		
16. The SBT is accessible 24/7/365.		
17. The SBT is accessible through PC, smartphone (android and IOS), tablets, etc.		

Please initial.....



4.5 Stage 3: Online Presentation and Demonstration

4.5.1 Shortlisted bidders will be required to demonstrate the SBT by means of an online presentation.

4.4.2 Shortlisted bidder(s) will be required to achieve a minimum threshold of 60 points out 100 for stage 3.

Table S1: ONLINE PRESENTATION CRITERIA

PRESENTATION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS
Demonstrate the proposed web based SBT in compliance to: <ul style="list-style-type: none">● Bid specification requirements;● Ease of usage;● Manager information such as Traveler's profiles;● Control mechanisms (fraud prevention, unauthorised transactions, etc.); and● Demonstrate how value-added services are offered.	40	Excellent quality of response. Clear evidence of understanding the services required against the business context. Meets and demonstrates but not limited to, all five (5) requirements.	31-40
		Good quality of response. Some evidence of understanding the services required against the business context. Meets and demonstrates four (4) or less of the requirements.	21-30
		Average quality of response. Moderate evidence of understanding the services required against the business context. Meets and demonstrates two (2) of the requirements.	11-20
		Poor quality of response. No understanding against the required business context. Meets and demonstrates only one (1) requirement.	0-10

Please initial.....



PRESENTATION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS
OBT Travel Manager Review and Line Manager Approvals <ul style="list-style-type: none"> ● Describe your approval process for Travel Bookings by Travel Booker ● Review of Quote by Travel Coordinator for Policy Compliance ● Approval of Booking by Line Manager ● Describe how a Travel Reviewer and Line Manager can reject out of policy Bookings. ● Describe how Notification's workflows will be received for approvals ● Describe your on-demand data and insights into your travel activity: <ul style="list-style-type: none"> ○ Full visibility of Travel Spend ○ Dashboard View and Conversion to Reporting Format e.g., Excel or PDF ○ Out of Policy Bookings Trail ○ Types of reports available 	25	<p>Excellent quality of response.</p> <p>Clear evidence of understanding the services required against the business context. Meets and demonstrates more than the six (6) requirements.</p>	19-25
		<p>Good quality of response.</p> <p>Some evidence of understanding the services required against the business context. Meets and demonstrates five (5) or less of the requirements.</p>	12-18
		<p>Average quality of response.</p> <p>Moderate evidence of understanding the services required against the business context. Meets and demonstrates three (3) or less of the requirements.</p>	6-11
		<p>Poor quality of response.</p> <p>No understanding against the required business context. Meets and demonstrates only one (1) requirement.</p>	1-5
Demonstrate the following: <ul style="list-style-type: none"> ● Cost savings initiatives that can be implemented for this account (if applicable) ● How are Cost Containment measures are being implemented (if applicable) ● Indicate the turnaround time to complete this process 	15	<p>Excellent quality of response.</p> <p>Clear evidence of understanding the services required against the business context. Meets and demonstrates more than the three (3) requirements.</p>	11-15
		<p>Good quality of response.</p> <p>Some evidence of understanding the services required against the business context. Meets and demonstrates three (3) of the requirements.</p>	7-10



PRESENTATION	WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS
		Average quality of response. Moderate evidence of understanding the services required against the business context. Meets and demonstrates two (2) of the requirements.	4-6
		Poor quality of response. No understanding against the required business context. Meets and demonstrates only one (1) requirement.	1-3
Describe your Mobile Application that can do the following: <ul style="list-style-type: none"> ● Traveler Messaging; ● Approval Request for Managers on Mobile; ● Traveler Itinerary and Booking Confirmations; ● Urgent Alert and Traveler Safety information; ● Full Traveler booking Confirmation function by Travel Booker and Travel Manager for Confirmed Bookings 	20	Excellent quality of response. Clear evidence of understanding the services required against the business context. Meets and demonstrates more than the five (5) requirements.	16-20
		Good quality of response. Some evidence of understanding the services required against the business context. Meets and demonstrates four (4) of the requirements.	10-15
		Average quality of response. Moderate evidence of understanding the services required against the business context. Meets and demonstrates three (3) or less of the requirements.	5-9
		Poor quality of response. No understanding against the required business context. Meets and demonstrates only one (1) requirement.	1-4
TOTAL	100		
MINIMUM THRESHOLD	60		

Note: Only bidders who meet the minimum threshold of 130 out of 200 points for functionality (stage 1 and 3) will progress to Phase 4 (price and preference).



5. PHASE 4: APPLICATION OF PRICE AND PREFERENCES

- 5.1 Financial proposals must be submitted in South African Rand.
- 5.2 The Department of Environmental Affairs and Development Planning 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, 2022, 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:

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

Where

Ps = Points scored for price of bid under consideration;
Pt = Price of tender under consideration; and
Pmin = 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-compliant contributor	0

- 10.4.1 Should a bidder fail to submit fully complete B-BBEE certificates/sworn affidavits, no points will be awarded for preference.
- 10.4.2 Points scored by a bidder in respect of B-BBEE will be added to the points scored for price.

Please initial.....



- 5.4 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.
- 5.5 Department of Environmental Affairs and Development Planning may at any time require a bidder to substantiate claims made with regard to their B-BBEE status.
- 5.6 Points scored will be rounded off to the nearest 2 decimals.
- 5.7 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.
- 5.8 Where two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.
- 5.9 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points.