

**INVITATION TO TENDER – ZNB123/2024/25HSE-APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ONLINE TRAVEL MANAGEMENT SERVICES FOR THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX MONTHS.**

Company Name	
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The Department invites prospective bidders to submit offers for the appointment of a suitable service provider to provide travel and related services. Travel arrangements will consist of air travel, accommodation, airport transfers, shuttle services and car rentals to the KwaZulu-Natal Department of Human Settlements officials for a period of thirty-six months (36). This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into four Phases:

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- (a) The bid submitted must be complete in all respects.
- (b) The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION C	DECLARATION THAT INFORMATION ON THE CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
SECTION D	COMPULSORY BRIEFING SESSION
SECTION E	PRICING SCHEDULE
SECTION F	BIDDER'S DISCLOSURE (SBD 4)
SECTION I	AUTHORITY TO SIGN THE BID

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

2. PHASE 2: MANDATORY DOCUMENTS REQUIRED

A bidder must comply with all the mandatory requirements outlined in the bid document. The Phase 2 is divided into two mandatory requirements:

- 2.1 Phase 2A: Membership Accreditation**
- 2.2 Phase 2B: Compulsory Technical Documents**

Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.



3. PHASE 3: FUNCTIONALITY CRITERIA

A bidder that scores less than **33** points on functionality evaluation based on the prescribed format of the reference attached as **Annexure 1** and the presentation on the OBT will be regarded as **non-responsive and shall be disqualified**.

4. PHASE 4: 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership Attach CIPC certificate BBBEE Certificate or EME/QSE Sworn Affidavit	2	
Minimum 51% Woman Ownership Attach share certificate and Identity Document	8	
Minimum 51% Youth Ownership Attach share certificate and Identity Document	6	
Minimum 51% Owned by persons living with disabilities Attach share certificate and Proof of disability from medical practitioner	2	
Enterprises located in a KwaZulu- Natal Province for work to be done or services to be rendered Attach utility bill or lease agreement or ward councilor letter	2	

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the required evidence as stipulated in the above table.

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

5. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES SCM

enquiries may be directed to:

- MS R. GAFOOR Tel. No. (031) 336 5142 / e-mail: razia.gafoor@kzndhs.gov.za
- MR S BIYASE Tel No. (031) 336 5165 / e-mail: siphesihle.biyase@kzndhs.gov.za
- MR S. MKHIZE Tel No. (031) 336 5241 / e-mail: sizwe.mkhize@kzndhs.gov.za
- MR V. MKHWANAZI Tel No. (031) 336 5420 / e-mail: victor.mkhwanazi@kzndhs.gov.za

Technical enquiries may be directed to:

- MS. B. HLONGWANA Tel No (031) 336 5155 / email: babongile.hlongwana@kzndhs.gov.za



6. COMPULSORY BRIEFING SESSION The

briefing will be held as follows:

Date: 22 NOVEMBER 2024

Time: 11:00 am

Venue: 04TH FLOOR

DEPARTMENT OF HUMAN SETTLEMENTS

203 CHURCH STREET

PIETERMARITZBURG

3201

7. CLOSING OF BID:

The closing date and time for receipt of Tenders is **05 December 2024 at 11:00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

DATE: 05 DECEMBER 2024

TIME: 11:00

VENUE: 12TH FLOOR, BID BOX NUMBER: 03

DEPARTMENT OF HUMAN SETTLEMENTS

EAGLE BUILDING

353 – 356 DR PIXLEY KASEME STREET

DURBAN

4001



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DEFINITIONS

1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document under ZNB123/2024/25HSE
2. **“Accommodation”** means the rental of suitable lodging facilities, e.g. Hotels, Game Lodges, B&B's, self- catering accommodation while away from one's place of abode, but on authorised official duty/duties.
3. **“After-hours service”** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 16h00 to 07h29 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
4. **“Air travel”** means travel by airline on authorised official business.
5. **“Approver”** means a State official delegated by the Department to approve the expenditure to be incurred and/or the request to travel e.g. line manager of the traveller.
6. **“BAS”** means Basic Accounting System.
7. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services ZNB123/2024/25HSE
8. **“Car Rental”** means the rental of a vehicle for the duration of the trip by a traveller for official purposes.
9. **“Car Rental Regional”** means the rental of a vehicle for a duration of the trip by a traveller for official purposes outside the South Africa borders but within the South Africa Development Community (SADC) Region.
10. **“Changes”** refers to changes made to flights, corrections of traveller information, bookings etc.
11. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
12. **“Cost Centre”** is a defined area to where direct and indirect costs are allocated within the business unit that is responsible for the costs that it incurs.
13. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
14. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
15. **“Control”** means the possession by a person of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
16. **“Department”** means the KwaZulu-Natal Department of Human Settlements (KZNDHS).
17. **“Domestic Flights”** means flights typically operate within a single country. They connect cities and regions within the same country and cover longer distances compared to regional flights.
18. **“Domestic travel”** means travel within the borders of the Republic of South Africa (RSA).



19. **“Equity Ownership”** means the percentage of ownership and control, exercised by individuals within an enterprise.
20. **“Emergency service”** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from the original planned trip.
21. **“Financial Viability Assessment”** means an assessment of whether the Bidder has the necessary financial viability to perform the Services and otherwise meet its obligations under the Contract.
22. **“Foreign / International travel”** refers to travel outside the borders of the Republic of South Africa.
23. **“KwaZulu-Natal Department of Human Settlements”** means KZNDHS.
24. **“Lodge Card”** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is “lodged” with the Travel Management Company (TMC) to which all expenditure is charged.
25. **“Management Fee”** is the fixed negotiated fee payable to the TMC in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).
26. **“Personal and Salary System (PERSAL) “Persal number”** means a unique system generated 8-digit number assigned to each employee who is appointed on the Persal System.
27. **“Region”** means countries that are nearby South Africa
28. **“Road transport”** means car hire, shuttle service, or chauffeur-driven coach.
29. **“Regional Flights”** means flights usually cover shorter distances and serve specific regions within a country or across nearby countries. They often connect smaller cities, towns, or remote areas to larger hub airports.
30. **“Service Level Agreement (SLA)”** is a contract between the TMC and the Government that defines the level of service expected from the TMC.
31. **“SMS”** stands for short message service.
32. **“Shuttle Service/Transfer”** means the service offered to transfer a traveller from one point to another, for example, from a place of work to the airport.
33. **“Specific goals”** means the inclusion of the following:
 - (i) contracting with persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender, or disability.
 - (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994.
34. **“Super Approver”** means the State official assigned by the Department who will have the ability to approve any request. Where a requisition must be approved under extraordinary circumstances, the super approver will be able to do so. The super approver approval supersedes all approvals.
35. **“Super User”** will be the first point of contact for all users within the client’s organisation regarding issues relating to the systems functionality, or any other issues that users might experience during



the travel booking process. The Super User will work closely with the TMC to identify and analyse trends which can be used to effectively manage the Travel system.

36. **“Transaction Fee”** means the fixed negotiated fee charged for each specific service type e.g. domestic air ticket, charged per type per transaction per traveller.
37. **“Traveller”** means a person travelling for official government business.
38. **“Travel Order”** is the official form utilised by the government reflecting the details and reference number of the trip that is approved by the relevant authorising official.
39. **“Travel Booker”** means a state official nominated by the Department who will have limited privileges to administer the system on behalf of the Department.
40. **“Other”** means all miscellaneous products that are outside the scope of the online travel contract, such as conference registration fee and catering for the event.
41. **“Tour operator”** means a travel company that buys individual travel components, separately from their suppliers and combines them into a package tour, which is sold with their own price tag to the public directly or through middlemen.
42. **“Visa”** means an endorsement issued by an authorized representative of a country and marked in a passport, permitting the passport holder to enter, travel through, or reside in that country for a specified amount of time, for the purpose of tourism, education, employment, etc.
43. **“Travel Management Company (TMC)”** refers to the Company contracted to provide travel management services (Travel Agents).
44. **“Travel Voucher”** means confirmation issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
45. **“User”** means any person that is identified to utilise the system. They will be assigned to a specific template(s) which will determine their roles and privileges.
46. **“Value-added services”** are services that enhance or complement the general travel management services e.g. rules and procedures of the airports.
47. **“A very important person (VIP or V.I.P.) or personage [1]”** means a person who is accorded special privileges due to their high social rank, status, influence, or importance.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	ZNB123/2024/25HSE	CLOSING DATE:	05 DECEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ONLINE TRAVEL MANAGEMENT SERVICES FOR THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN BID BOX NUMBER 03 SITUATED IN THE FOYER, 12 TH FLOOR,					
DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353 – 363 DR PIXLEY KASEME STREET, DURBAN, 4001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS R. GAFOOR /V. MKHWANAZI/S BIYASE / S MKHIZE		CONTACT PERSON	MS. B. HLONGWANA	
TELEPHONE NUMBER	031 336 5142/5165/5241/5420		TELEPHONE NUMBER	031 336 5155	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	razia.gafoor@KZNDHS.gov.za sipheshile.biyase@KZNDHS.gov.za sizwe.Mkhize@KZNDHS.gov.za victor.Mkhwanazi@KZNDHS.gov.za		E-MAIL ADDRESS	Babongile.hlongwana@KZNDHS.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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:

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself/herself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION C

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER
DATABASE IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....

....., WHO REPRESENTS (state name of bidder)

.....

.....

.....CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER
DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS
CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS
BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION
MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE
BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE
CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR

AUTHORISED REPRESENTATIVE

DATE:

.....

SECTION D
COMPULSORY BRIEFING SESSION

Site/Building/Institution Involved: **KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS**

Bid Reference No: **ZNB123-2024-25HSE**

Goods/Service/Work: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ONLINE TRAVEL MANAGEMENT SERVICES FOR THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX MONTHS.**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Briefing session on **22/11/2024** and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorised Representative
(PRINT NAME)

DATE: ____ / ____ / ____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature

It is compulsory for the bidder to sign the register and to sign the Compulsory Briefing Session form. It is also compulsory that the form be signed and stamped by a representative from KZNDHS. Failure to sign and stamp the form will result in the offer being rejected and considered as non- responsive.

SECTION E

(This information must be populated as per the automated Pricing Schedule from page 15 to 19)

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: ZNB123-2024-25HSE
Closing Time: 11:00	Closing date: 05 DECEMBER 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by: *KZN DHS....*
- At: *356 Dr. Pixley KaSeme Street
Durban 4001.....*
- *Brand and model*
- *Country of origin*
- *Does the offer comply with the specification(s)?* **YES/NO*
- *If not to specification, indicate deviation(s)*
- Period required for delivery
**Delivery: Firm/not firm*
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

ONLY THE PRICE ON THE PRICING SCHEDULE SHALL BE CONSIDERED

1. PRICING INSTRUCTIONS

- 1.1 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.
- 1.2 Bidders are required to complete a mandatory cost/fee structure as a response to how much the services offered will be charged.
- 1.3 Due diligence on market-related pricing reasonability may be conducted and rates may be negotiated with the shortlisted service providers.
- 1.4 Applicable taxes:
 - All bid prices must be inclusive of all applicable taxes.
 - All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.
- 1.5 Failure to comply with this condition may invalidate the bid.
- 1.6 The price quoted must be inclusive of the following:
 - 1.6.1 System set up (BAS/other financial systems interface, system customization, GoLive).
 - 1.6.2 System implementation (project management and roll out).
 - 1.6.3 Training sessions (inclusive of training material) to cater for at least 50 people. The KZNDHS will arrange its own training venue.
 - 1.6.4 Departmental Travel policy set up SCM process flow.
 - 1.6.5 Loading traveller profiles and cost centres / set up responsibilities.
- 1.7 It is important for bidders to note the following when determining the pricing:
 - 1.7.1 National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service provider(s);
 - 1.7.2 No override commissions earned through National Treasury reservations will be paid to the TMCs;
 - 1.7.3 An open book policy will apply and any commissions earned through the KZNDHS volumes will be reimbursed to KZNDHS; and
 - 1.7.4 TMCs are to book these negotiated rates or the best fare available, whichever is the most cost-effective for the institution.



KWAZULU-NATAL PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA



KWAZULU-NATAL PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

PRICING SUBMISSION

BID NO:

ZNB123-2024-25HSE

BID NAME:

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

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **ZNB123-2024-25HSE** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet(Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders to use only the electronic supplied pricing schedule.

2.1.2 Bidders must complete and submit the templates attached, which is/are [management fee model offsite](#), [transactional fee model offsite](#) and the [pricing declaration](#).

2.1.3 Bidders must reference BID main document section 7, Table 10 for current travel volumes.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells **FOR BIDDERS** are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells **FOR THE TENDERING INSTITUTION** are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.5 Prices on Templet one (Transaction fee offsite) and Templet two (Management Fee offsite) are formulated to calculate for Three (3) years

2.2.6 2,2,6 The Final Price on the Price Declaration Page which has already been formulated to calculate for three (3) years is to be transferred to Section E of the bid document.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.2 The Pricing Schedule template is designed such that VAT (15% VAT) will be calculated on Bidders' input pricing; therefore, Bidders **must** complete the templates with **unit prices excluding VAT**.



KWAZULU-NATAL PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

BID NO:

ZNB123-2024-25HSE

BID NAME:

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

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE>

1.1 TRANSACTION FEES

			ONLINE BOOKINGS		
ITEM	Transaction Type	Estimated Volume 2023/2024	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	0		R -	R -
2	Air Travel – Regional	0		R -	R -
3	Air Travel – Domestic	274		R -	R -
4	Air Travel – International (Re-issue)	0		R -	R -
5	Air Travel – Regional (Re-issue)	0		R -	R -
6	Air Travel – Domestic (Re-issue)	0		R -	R -
7	Refunds – Air International	0		R -	R -
8	Refunds – Air Regional	0		R -	R -
9	Refunds – Air Domestic	0		R -	R -
10	Car Rental – International	0		R -	R -
11	Car Rental – Regional	0		R -	R -
12	Car Rental – Domestic	39		R -	R -
13	Transfers/Shuttle – International	0		R -	R -
14	Transfers/Shuttle – Regional	0		R -	R -
15	Transfers/Shuttle – Domestic	41		R -	R -
16	Accommodation – International	0		R -	R -
17	Accommodation – Regional	0		R -	R -
18	Accommodation – Domestic	1698		R -	R -
19	Bus/Coach Bookings	0		R -	R -
20	Train bookings – International	0		R -	R -
21	Visa Assistance (Provision of documents and advice)	0		R -	R -
22	Courier services for travel documentation	0		R -	R -
23	SMS Notifications	0		R -	R -
24	Parking bookings	0		R -	R -
25	Cancellations	0		R -	R -
26	Changes to bookings	60		R -	R -
27	After Hours Services	20		R -	R -
28	Additional Ad-hoc Reports (per report)	0		R -	R -
29	Customised Reports (per report)	0		R -	R -
30	Travel Lodge and Reconciliation virtual card	0		R -	R -
31	Debtors Account Reconciliation	0		R -	R -
32	Conferencing	19		R -	R -
33	Insurance	0		R -	R -
34	Other (Specify)	0		R -	R -
35	Other (Specify)	0		R -	R -
36	Other (Specify)	0		R -	R -
37	Other (Specify)	0		R -	R -
Total		2151			R -
			Percentage Online	100,00%	R -
			Quote For 3 years		R -

PRICE THAT WILL BE USED FOR EVALUATION PURPOSES

R -

1.2 CONFERENCE TRANSACTION FEE/LONG STAY

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



TEMPLATE 2: MANAGEMENT FEE MODEL
OFF-SITE SERVICES

BID NO:

ZNB123-2024-25HSE

BID NAME:

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A

PERIOD OF 36 MONTHS

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE

ESTIMATED TRANSACTION VOLUMES PER ANNUM *

See Section 5.2 of the bid document

1.1 MANAGEMENT FEES

		ONLINE BOOKINGS	
ITEM	Transaction Type		Annual Cost (cost per year) (Excl VAT)
Fixed Costs (Management Fees)		Estimated #	
1	Compensation		
	Account Manager		
	Travel Consultant		
	System Operations Manager		
2	Standard Monthly Reports (3 Std Reports x 12 months)		
3	Standard Weekly Reports (3 Weekly Report x 52 weeks)		
4	* Communication (SMS, Email alerts, Travel App Industry updates)		
5	Marketing		
6	Technology (Software Licences)		
7	Computing / GDS Fees		
8	Office Leasing (if applicable)		
9	Utility bills (phone, broadband, electricity, etc.		
10	Association membership fees		
11	Banking Services (Interest, Merchant Fees, etc.)		
12	System Setup		
13	System implementation		
14	Monthly System support (BAS/ or any other financial system file changes)		
15	Training and Material (50 people per session)		
16	Other (Specify)		
17	Profit		
Total Fixed Annual Cost (Excl VAT)		R	-



KWAZULU-NATAL PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

			ONLINE BOOKINGS
Variable Costs		Estimated #	Annual Cost (Excl VAT)
1	After-Hours (VIP/Executive Travel Consultant) (Estimated at 60 Calls per month)		
2	After-Hours Call Canter / Contact Number(17h00 - 8h00 Weekdays; 24 hours weekends and public holidays) (Estimated at 120 Calls per month)		
3	Stationery (Estimated per annum)		
4	Training & Recruitment (own Staff estimated per annum)		
5	Other (Specify)		
6	Other (Specify)		
7	Other (Specify)		
8	Other (Specify)		
Total Variable Annual Cost (Excl VAT)			R
TOTAL PER ANNUM (Excl VAT)			R -
TOTAL FOR 3 YEARS (Excl VAT)			R
GRAND TOTAL PER ANNUM (Incl VAT)			R -
(PRICE THAT WILL BE USED FOR EVALUATION PURPOSES)			
MONTHLY MANAGEMENT FEE (Incl VAT)			R -
	Cost of Additional items (per incident)	Unit Price (excl VAT)	Unit Price (incl VAT)
1	Courier Services		R -
2	Visa Services		R -
3	Customised Reports (per report)		R
4	Booker Training adhoc		R
5	Other (Specify)		R
6	Other (Specify)		R
7	Other (Specify)		R
1.2 CONFERENCE/LONG STAY TRANSACTION FEE			
Item	Description	Percentage Fee	Comment
1	Conference/Long Stay Transaction Fee (as a % of the Total turnover of the event)		

BID NO	ZNB123-2024-25HSE									
BID NAME:	THE PROVISION OF ONLINE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS									
BIDDER NAME										
Price Declaration										
Dear Sir/Madam,										
Having read through and examined the BID Document, the General Conditions, The Requirements and all other Annexures to the BID Document, we offer to provide OFF-SITE travel management service to the KZN Department of Human Settlements at the following total amounts (including VAT). The following amounts are for thirty-six months.										
Template 1: Transaction Fee (Off-Site)										
R	-			(incl. VAT)						
Template 2: Management Fee (Off-Site)										
R	-			(incl. VAT)						
Transaction Fee (Off Site)					R	-				
Management Fee (Off Site)					R	-				
R	-			(incl. VAT)						
<p>We undertake to hold this offer open for acceptance for a period of 180 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the KZNDHS.</p> <p>We understand that KZNDHS is not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.</p> <p>We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.</p>										
Signature						Date				
Print name of signatory: Designation: FOR AND ON BEHALF OF: COMPANY NAME Tel No: Fax No: Cell No: Email:										

SECTION F

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1. If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION G NOT APPLICABLE

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

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

SECTION H

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership Attach CIPC certificate BBBEE Certificate or EME/QSE Sworn Affidavit	2	
Minimum 51% Woman Ownership Attach share certificate and Identity Document	8	
Minimum 51% Youth Ownership Attach share certificate and Identity Document	6	
Minimum 51% Owned by persons living with disabilities Attach share certificate and Proof of disability from medical practitioner	2	
Enterprises located in a KwaZulu- Natal Province for work to be done or services to be rendered Attach utility bill or lease agreement or ward councilor letter	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SECTION I

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION J

GENERAL CONDITIONS OF CONTRACT

1) Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2) Application

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

3) General

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

4) Standards

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

5) Use of contract documents and information; inspection.

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

6) Patent rights

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

7) Performance 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:
 - 7.3.1 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
 - 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8) Inspections, tests and analyses

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

9) Packing

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

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

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

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

14 Spare parts

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

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

15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that

all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16 Payment

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

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

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

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 the supplier's performance

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

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

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 21.

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

25 Force Majeure

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

writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29 Governing language

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

30 Applicable law

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

31 Notices

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

32 Taxes and duties

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

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION K

SPECIAL CONDITIONS OF CONTRACT

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 the following applicable other Special Conditions of Contract.

1. ACCEPTANCE OF OFFER

- 1.1 This bid has been invited and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The KZN Department of Human Settlements Bid Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

2. ADDRESS OF THE BIDDER

- 2.1 Bidders must advise the KZN Department of Human Settlements should their address (*domicilium citandi et executandi*) (physical address) details from the time of bidding to the expiry of the contract.

3. CONTRACT PERIOD

- 3.1 Successful bidders will be appointed for a period of thirty-six months.
- 3.2 The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

4. FALSE DECLARATION

- 4.1. All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 4.2. Any false declaration or intentional omission of relevant facts shall lead to disqualification.

5. AWARD OF BIDS

The Department intends to award one (1) service provider.

6. PRICE

- 6.1. A bidder must submit one consolidated price. The pricing schedule must be fully completed. Failure to comply will lead to disqualification.
- 6.2. Prices must be in South African Currency, be inclusive of VAT and exclude any trade discount.

7. ORDERS

- 7.1. Services shall be rendered only upon receipt of a written official order from the Department as per the contract.

8. WARRANTIES

- 8.1. The awarded entity warrants that it is able to deliver to the satisfaction of the Department.
- 8.2. The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

9. PAYMENT AND INVOICING

- 9.1. Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 9.2. Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Bid Adjudication Committee.
- 9.3. Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
- 9.4. Any variation to the quantities other than those stipulated in this bid document shall be approved by the Department.

10. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

- 10.1. No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Head of the Department.

11. CANCELLATION

- 11.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the same media as the invitation to the bid.

12. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 12.1. The Department will verify the tax compliance status of a bidder through CSD.
- 12.2. Bidders must ensure that their tax matters are compliant with CSD.

13. CENTRAL SUPPLIERS DATABASE (CSD)

- 13.1. A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
- 13.2. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 13.3. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 13.4. All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
- 13.5. Failure to comply with any of the above will result in the bidder being disqualified.

14. COMPLETENESS OF THE BID DOCUMENT

- 14.1. The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e., signatures should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms).

15. TERMINATION OF SERVICES

- 15.1. Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

16. UNSATISFACTORY PERFORMANCE

- 16.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 16.2 Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days). If the contractor does not perform satisfactorily despite the warning the Department will:
- 16.2.1 Take action in terms of its delegated powers.
- 16.2.2 Make a recommendation for cancellation of the contract concerned.

17. LATE OFFERS

- 17.1 Bids are late if they are received at the address indicated in the tender documents after the closing date and time.
- 17.2 A late bid shall not be considered.

18. UNSOLICITED OFFERS

- 18.1 In the event that an unsolicited offer is received, the offer shall not be considered.

19. EQUAL OFFERS

- 19.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 19.2 If two or more tenderers score equal total points in all aspects, the award must be decided by the drawing of lots.

20. VALIDITY PERIOD AND EXTENSION THEREOF

- 20.1. The validity (binding) period for the bid must be 120 Days from close of tender. However, circumstances may arise whereby this Department 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 for by bidders.

21. CONFIDENTIALITY

- 21.1. The contractor's staff that comes into contact with Provincial Treasury's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

22. EXPENSES INCURRED IN PREPARATION OF BIDS

- 22.1. The Department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

23. NOTIFICATION OF AWARD OF BID

- 23.1 The publication of an award will be advertised in the same media as the invitation to bid.
- 23.2 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.
- 23.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

24. CONTRACT AND SERVICE LEVEL AGREEMENT

- 24.1 The successful bidder shall be required to enter into a Service Level Agreement with the Department.
- 24.2 The bid document constitutes a legal document and a binding contract.
- 24.3 Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries and the same will be published on the Departmental Website.

25. JOINT VENTURES/CONSORTIUM

- 25.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.
- 25.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.
- 25.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:
 - (i) Bank account to be used for the purpose of this Bid or Contract.
 - (ii) authorized representative and signatory.
 - (iii) Authorized letterhead, address, etc.

26. COMMUNICATION, MEDIA RELEASES, ETC

- 26.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.
- 26.2 All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

27. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 27.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

28. UNDERTAKING

- 28.1 In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -
 - 28.1.1 Directors, shareholdings, membership and/or management;
 - 28.1.2 Constitution, memorandum and/or articles;

- 28.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 28.1.4 Change in specific goals issued with the bid;
 - 28.1.5 Any changes ancillary to the above.
- 28.2 The Contractor undertakes, where possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 28.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following: -
- 28.3.1 Directors, shareholdings, membership and/or management; trustees;
 - 28.3.2 Constitution, memorandum and/or articles; trustee;
 - 28.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 28.3.4 Change in specific goals issued with the bid;
 - 28.3.5 Any changes ancillary to the above.
- 28.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 28.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -
- 28.5.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector.
 - 28.5.2 has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
 - 28.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
 - 28.5.4 has died or ceased to exist;
 - 28.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
 - 28.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 28.6 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -
- 28.6.1 immediately cancel the contract;
 - 28.6.2 revisit the contract and issue directives with regard to the remaining term of the contract;
 - 28.6.3 engage the services of other parties and service providers;
 - 28.6.4 engage the service of the next favourable bidder;

- 28.6.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;
- 28.6.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 28.6.7 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 28.6.8 cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

29. CESSION OF BID

Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department.

30. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 30.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 30.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 30.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 30.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 30.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

SECTION L

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ONLINE TRAVEL MANAGEMENT SERVICES FOR THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX MONTHS.

1. INTRODUCTION

The KwaZulu-Natal Department of Human Settlements (KZNDHS) requires a service provider to provide online travel and related services. Travel arrangement will consist of air travel, accommodation, airport transfers, shuttle services and car rentals

The KZNDHS requires a service provider to provide travel and related services. Travel arrangements will consist of air travel, accommodation, airport transfers, shuttle services and car rentals.

The KZNDHS reserves the right to change the premises in terms of lease terminations that may occur during the contract period.

The appointed service provider shall enter into a Service Level Agreement (SLA) with the KZNDHS to perform travel and related services that are specified under these Terms of Reference. The service must be consistent, reliable and maintain a high level of traveller satisfaction.

The KZNDHS does not guarantee exclusive procurement from the appointed service provider nor any minimum order or quantity of services. The appointed service provider is expected to win over market share through its quality service and competitive prices.

2. PURPOSE

The KZNDHS invites suitable service providers to provide travel-related services to the KZNDHS for a period of thirty-six months.

3. GENERAL SERVICE REQUIREMENTS

Bidders must:

- a) Familiarise themselves with the existing KZNDHS Travel Policy and business processes in order to implement the applicable controls to ensure compliance.

The Department reserves the right to revise and amend its policies as and when deemed necessary.

- b) Manage the third-party service providers and address any service failures and complaints that may emanate due to unsatisfactory services received.
- c) Consolidate all invoices from travel suppliers.

- d) Provide travel management services during normal office hours as well as after hours services. Normal office hours refer to Monday to Friday from 07h30 to 16h15. After hours refer to 16h16 to 07h29 including weekends and public holidays. A dedicated consultant/s / call centre facility with contact numbers must be available during the office hours and after hours to assist all travellers.
- e) All calls must be attended to expeditiously.
- f) The TMC should have a standard operating procedure for managing after-hours and emergency services. This should include purchase order generation of the request within 24 hours.
- g) The service must achieve significant cost savings for the KZNDHS without any degradation of the services whilst taking into consideration all associated risks.

4. SCOPE OF WORK

The minimum scope of service shall include domestic, regional, and international travel as follows:

- a) Reservations for airline ticketing.
- b) Supply travellers with required information on visa services.
- c) Provide incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations.
- d) Preparation of suitable itineraries (including alternative routings, departures, and arrivals).
- e) Reservations for accommodation.
- f) Reservation for car rental and shuttle services.
- g) Conduct workshops (as and when required) and training sessions for all personnel involved in travel management within the KZNDHS.
- h) Ensure value for money in the provision of travel services for the KZNDHS officials.

4.1 Operational Requirements

In line with the scope of work bidders must demonstrate, in their proposal capabilities to undertake travel operations in the following service categories:

4.1.1 Reservations

The Travel Management Company (TMC) will:

- a) Receive travel requests from travel bookers, respond with quotations confirming the availability of reservation. Upon the receipt of the relevant approval, the TMC will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b) Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the traveller of alternative plans that are more cost effective and more convenient where necessary.
- d) Obtain a minimum of three (3) price comparisons / quotations for all travel requests where the routing or destination permits.
- e) Book the negotiated discounted fares and rates where possible.

- f) Should keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g) Book parking facilities at the airports where required for the duration of the travel.
- h) Respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
- i) Should be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j) Should issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- k) Advise the traveller of all visa and inoculation requirements well in advance.
- l) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n) Facilitate the bookings that are generated through TMC or third-party Online Booking Tool (OBT) where it can be implemented.
- o) Note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
- p) Visa applications will not be the responsibility of the TMC; however, the relevant information should be supplied to the traveller(s) where visas will be required.
- q) Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are **non-commissionable**, where commissions are earned for KZNDHS's bookings all these commissions should be returned to KZNDHS on a monthly basis.
- r) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by KZNDHS.
- s) Timeous submission of proof that a good service was delivered (invoices) as per KZNDHS's instructions.

4.1.2 Air Travel

- a) The TMC should be able to book full-service carriers as well as low-cost carriers.
- b) The TMC will book the most cost-effective airfares possible for domestic travel.
- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The TMC should obtain three or more price comparisons / quotations international flights where applicable to present the most cost effective and practical routing to the traveller.
- e) The airline ticket should include the applicable airline agreement number as well as the individual loyalty programme number of the traveller (if applicable).

- f) Airline tickets should be delivered electronically (SMS, email format or mobile app) to the traveller(s) and travel bookers promptly after booking before the departure time and date.
- g) The TMC will source the most cost-effective booking of charters for VIPs requirements.
- h) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management on a monthly basis.
- i) The TMC should during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- j) Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k) Assist with lounge access if required.

4.1.3 Accommodation

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

4.1.4 Car Rental and Shuttle Services

- a) The TMC will book the approved category vehicle in accordance with the KZNDHS Travel Policy with the car rental service provider from the closest rental location (airport, hotel, and venue).
- b) The TMC should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements of car or shuttle.
- c) The TMC should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages, and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the traveller that may include rail, buses, and transfers.

- e) The TMC will book transfers in line with the KZNDHS's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f) The TMC should manage shuttle companies on behalf of the KZNDHS and ensure compliance with minimum standards. The TMC should also negotiate better rates with relevant shuttle companies.
- g) The TMC should during their report period provide proof that negotiated rates were booked, where applicable.

4.1.5 Communication

- a) The TMC must conduct workshops and training sessions for all personnel involved in travel management within the KZNDHS.
- b) All enquiries should be investigated, and prompt feedback be provided in accordance with the provisions of the contract.
- c) The TMC should ensure sound seamless communication with all stakeholders.

4.1.6 Financial Management

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

4.1.7 Technology, Management Information and Reporting

- a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tool.

- b) The TMC must implement an Online Booking Tool to facilitate domestic, regional, and international bookings to optimise the services and related fees.
- c) All management information and data input must be complete and accurate.
- d) Reports must be provided as per KZNDHS's specific requirements at the agreed time. Information should be available on a transactional level that reflects detail, including the name of the traveller, date of travel, and spend category (for example, air travel, shuttle, accommodation).
- e) KZNDHS may request the TMC to provide additional management reports at no additional cost.
- f) Reports must be available in an electronic format for example Microsoft Excel and must include but not limited to the following:

i. Travel

- After hours' Report.
- Compliments and complaints.
- Consultant Productivity Report.
- Extension of business travel.
- Upgrade of class of travel (air, accommodation, and ground transportation); and
- Bookings outside Travel Policy.

ii. Finance

- Reconciliation of commissions/rebates or any volume driven incentives.
 - Creditor's ageing report.
 - Creditor's summary payments;
 - Daily invoices;
 - Reconciled reports for Travel Lodge card and Virtual Travel Card statement;
 - No show report;
 - Cancellation report;
 - Receipt delivery report.
 - Monthly Bank Settlement Plan (BSP) Report.
 - Refund Log.
 - Open voucher report, and
 - Open Age Invoice Analysis.
- g) The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

4.1.8 Account Management

- a) An Account Management structure should be put in place to respond to the needs and requirements of the KZNDHS and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b) The TMC should appoint a dedicated Account or Business Manager who is ultimately responsible for the management of the KZNDHS's account.
- c) The necessary processes should be implemented to ensure good quality management and always ensuring traveller satisfaction.
- d) A complaint handling procedure should be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

- e) Ensure that the KZNDHS's Travel Policy is enforced.
- f) The SLA should be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- g) Ensure that workshops/training are provided to all personnel involved in travel management within the KZNDHS.
- h) During reviews, comprehensive reports on the travel spend and the performance in terms of the contract should be presented.

4.1.9 Value Added Services

The TMC should provide the following value-added services:

- a) Destination information for, domestic, regional and international destinations:
 - i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates
- b) Electronic voucher retrieval via web and smart phones.
- c) SMS notifications for travel confirmations.
- d) Travel audits.
- e) Global Travel Risk Management.
- f) VIP services for Executives that include but is not limited to check-in support.

4.1.10 Cost Management

- a) The National Treasury cost containment initiatives and the KZNDHS's Travel Policy are establishing the basis for cost savings culture.
- b) It is the obligation of the TMC to always advise on the most cost-effective option, and costs should be within the framework of the National Treasury cost containment instructions.

- c) The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- d) 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 KZNDHS's Travel Policy to ensure that the traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

4.1.11 Monthly, Quarterly and Annual Travel Reviews

- a) Reviews are required to be presented by the TMC on all KZNDHS travel activity. These reviews are comprehensive and presented to KZNDHS's Support and Interlinked Financial Systems team as part of the performance management reviews based on the service levels.
- b) These Travel Reviews will include without limitation the following information:
 - i. Total travel spends.
 - ii. Air spend analysis
 - iii. Accommodation Spend analysis
 - iv. Car hire spend analysis
 - v. Extended business travel
 - vi. Top travellers
 - vii. Top suppliers
 - viii. Top after hours users
 - ix. Savings report
 - x. Refunds report
 - xi. After hours report
 - xii. Most common routes, Domestic and International
 - xiii. Number of transactions
 - xiv. Advance booking analysis
 - xv. Missed savings report
 - xvi. Business spend report.

4.1.12 Office Management

- a) The TMC to ensure high quality service to be always delivered to the KZNDHS's travellers. The TMC is required to provide KZNDHS with highly skilled and qualified human resources of the following roles but not limited to:
 - i. Account Manager
 - ii. Travel Consultant
 - iii. System Operations Manager

5. EVALUATION CRITERIA

The Evaluation Criteria will consist of the following four Phases:

5.1 Phase 1 - Supply Chain Administrative Compliance

- i. Bids submitted must be complete in all respects
- ii. The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

COMPULSORY BID FORMS		Tick to indicate submission
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS CORRECT AND UP TO DATE	
SECTION D	COMPULSORY BRIEFING SESSION	
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	
SECTION I	AUTHORITY TO SIGN THE BID	

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer considered non-responsive and shall be rejected.

5.2 Phase 2: Mandatory Requirements

A paper-based administrative evaluation will be carried out on all the bids received and if the under-mentioned documentation is not attached such a bid will be eliminated/rejected from any further evaluation.

i. Phase 2A: Membership Accreditation

Service provider must submit all membership of accreditation as required below:

NO	CRITERIA	EVIDENCE REQUIRED	COMPLY	NOT COMPLY
1.	ASATA membership registration	Valid Copy of Association of South African Travel Agents (ASATA) Membership		
2.	IATA membership registration	Valid Copy of International Association of Travel Agents (IATA) Membership		

Failure to submit evidence the membership accreditation shall result in the offer considered non-responsive and shall be rejected.

ii. **Phase 2B: Compulsory Technical Documents**

Service provider must submit the proposal detailing how the TMC shall provide the service as per the criteria indicated below. This information must be attached to the bid document as **Annexure A to L** per criterion. To proceed to functionality scoring, the service provider must comply with all the compulsory technical requirements:

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
1.	Manage all reservations/ bookings (Annexure A)	<ul style="list-style-type: none"> - Description of itinerary confirmation on how all travel reservations/ bookings will be handled including but not limited to: <ul style="list-style-type: none"> • accommodation; • car rental; • flights; • passports and visa requirements; • confirmation numbers; and • additional proof of competency. • Alerts or flagging out of policy or breaches (how does the system alerts or flags out of policy or breach of policy) 		
2.	Manage group bookings (Annexure B)	<ul style="list-style-type: none"> - Description of the TMC capabilities for handling group bookings including but not limited to: <ul style="list-style-type: none"> • Conferences; and • events - It must please be specified if these bookings would be done by the TMC or outsourced. 		
3.	Directly negotiated rates (Annexure C)	<ul style="list-style-type: none"> - Description on how the specific rates will be negotiated and secured including but not limited to: <ul style="list-style-type: none"> • airline fares, accommodation establishment rates, car rental rates - Provide Access to View new negotiated rates on the Online Booking Tool (OBT) - Description of any automated tools that will be used to assist with maintenance and processing of the said negotiated rates. <p>Note: The above should exclude rates negotiated directly or established by National Treasury or by KZNDHS as these are non-commissionable, where commissions are earned for KZNDHS bookings, all these commissions should be returned to KZNDHS on a monthly basis.</p>		

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
4.	Manage airline reservations (Annexure D)	<ul style="list-style-type: none"> - Description of the booking process that would yield the most cost-effective and practical routing for the traveller. - This will include, but not limited to: <ul style="list-style-type: none"> • the refund process and • how you manage the unused non-refundable airline tickets, • ability to secure special airline services for traveller(s) including preferred seating, • waitlist clearance, • special meals, • travellers with disabilities. 		
5.	After-hours and emergency services (Annexure E)	<ul style="list-style-type: none"> - The bidder should have capacity to provide reliable and consistent after hours and emergency support to traveller(s). - Provide Standard Operating Procedure that the TMC will follow to provide the after- hour support. - This will include, but not limited to: <ul style="list-style-type: none"> • how it is accessed by Travellers, • where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. • is it available 24/7/365 • Reminders to the KZNDHS to process purchase orders within 24 hours to reduce queries on invoices 		
6.	Communication (Annexure F)	<ul style="list-style-type: none"> - Description on how the TMC will ensure that travel bookers are informed of the travel booking processes. - This will include, but not limited to: <ul style="list-style-type: none"> • Applications in place to receive and view itinerary (Mobile App Platform) • SMS messaging capabilities. • Communication process where the traveller, travel booker and TMC will be linked in one smooth continuous workflow. 		
7.	Financial Management (Annexure G)	<ul style="list-style-type: none"> - Description on how the TMC will implement the negotiated rates and maximum allowable rates established either by the National Treasury or the KZNDHS. - The TMC must describe how: <ul style="list-style-type: none"> • The 30-day bill-back account facility will be managed 		

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
		<ul style="list-style-type: none"> The pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. The invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to KZNDHS. The credit card reconciliation process, timing and deliverables (where applicable). 		
8.	Technology, Management Information and Reporting (Annexure H)	<ul style="list-style-type: none"> - Description of how the solution modules that will be used for Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). - The solution modules must clearly outline the OBT amid Bookings, Approvals, Safety & Risk, Payments and Expense, Reporting and analytics and Mobile Applications. This should include how the travel consultants' access and book web airfares inter-alia non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. - In addition, the TMC must describe how the data management and information management including traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. - Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. - Provide a description of all technology and reporting products proposed for KZNDHS. - Can the TMC comply with the KZNDHS's monthly reporting requirement as prescribed by KZNDHS - Describe the compatibility of the online solution to fully integrate into KZNDHS's ERP. Indicate the turnaround time to complete the process of integration 		
9.	Account Management (Annexure I)	<ul style="list-style-type: none"> - Provide the proposed Account Management structure / organogram. - Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. - Describe how queries, requests, changes and cancellations will be handled. What is 		

NO	CRITERIA	MINIMUM INFORMATION REQUIRED	COMPLY	NOT COMPLY
		<p>your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure should be submitted.</p> <ul style="list-style-type: none"> - What will be in place to ensure that the KZNDHS's travel Policy is enforced? - How will you manage the service performance in the SLA and how will you go about doing customer satisfaction surveys? - Indicate what workshops/training will be provided to travellers and /or Travel Bookers. 		
10.	Cost Management (Annexure J)	<ul style="list-style-type: none"> - Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? - Describe the capability to show cost savings alerts during travel requests and the ability to track out of policy bookings trail in order for KZNDHS to identify trends and traveller behaviour to policy compliance. - Describe how you will assist the KZNDHS to realise cost savings on annual travel spend. 		
11.	Monthly, Quarterly and Annual Travel Reviews (Annexure K)	<ul style="list-style-type: none"> - Provide an example of a monthly, quarterly and annual travel review reports used for performance management during the life cycle of the contract. 		
12.	Transition plan (Annexure L)	<ul style="list-style-type: none"> - Provide a comprehensive transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. - Provide a disaster recovery plan used as a backup during disaster. 		

Failure to submit all the Compulsory Technical Requirements shall result in the offer considered non-responsive and shall be rejected.

5.3 PHASE 3: Functionality

A bidder that scores less than **33** points on functionality evaluation based on the prescribed format of the reference attached as **Annexure 1** and the presentation on the OBT will be regarded as non-responsive and shall be disqualified.

For the presentation, bidders must submit a General Booking Flow Manual

NO. 1	TECHNICAL EVALUATION CRITERIA (Travel Management Industrial Experience)	WEIGHT	POINTS	MAXIMUM POINTS
	<p>It is compulsory that an affirmation is provided by a client to confirm that a service provider has conducted a similar project by completing the information required on Annexure 1.</p> <p>No points will be allocated for projects rated poor service performance and no points will be allocated if the information on Annexure 1 is not duly completed.</p>	4	<p>1 Project = 2 No project = 0</p> <p>≥ 5 years of experience = 2 < 5 years of experience = 0</p>	4
NO. 2	PRESENTATION ON THE ONLINE BOOKING TOOL	WEIGHT	POINTS	MAXIMUM POINTS
	<p>2.1 Manage all Online bookings</p> <p>i) Demonstrate the commencement of the booking process from when the travel request is uploaded on to the system to the creation of an order number.</p> <p>ii) Demonstrate how the OBT negotiated rates by the National Treasury for all categories will be set up for the KZNDHS.</p> <p>iii) Demonstrate for compliance how a full access to view new negotiated rates on the OBT will be provided.</p>	15	<ul style="list-style-type: none"> Accommodation = 5 points car rental = 5 points Flights = 5 points <p>Failure to demonstrate accommodation, car rental and flights shall result to no points allocated = 0</p>	15
	<p>2.2 Manage group bookings</p> <p>Demonstrate how the group bookings for <i>inter alia</i> meetings, conferences and events.</p>	2	<ul style="list-style-type: none"> group booking or conferences = 2 points <p>Failure to demonstrate group bookings or conferences shall result to no points allocated = 0</p>	2

	<p>2.3 OBT travel manager review and approvals</p> <p>Demonstrate the approval processes in line with KZNDHS S&T Policy on the following scenarios:</p> <p>i) review of quote by travel booker;</p> <p>ii) approval of process flow</p> <p>iii) how does the booker / traveller gets notified of the approved booking.</p> <p>iv) how does the system upload the booking documents</p>	10	<ul style="list-style-type: none"> • review of quote by travel booker = 2 points • Approval flow process = 4 points • notification methods to the traveller and booker = 2 points • uploading of booking documents = 2 points <p>Failure to demonstrate the above scenarios shall result to no points allocated = 0</p>	10
	<p>2.4 Reporting and data analysis</p> <p>Demonstrate how the OBT shall generate the following reports:</p> <p>i) automated intelligent reporting capabilities and reporting format</p> <p>ii) out of policy bookings trail</p> <p>iii) missed savings</p> <p>iv) travel spend on <i>inter alia</i> flights, accommodation, car rental, conference/events, shuttle and transfer</p> <p>v) no show report</p> <p>vi) cancellations</p>	12	<ul style="list-style-type: none"> • automated intelligent reporting capabilities and report format = 2 points • out of policy bookings trail = 2 points • missed savings = 2 points • travel spends on <i>inter alia</i> flights, accommodation, car rental, conference /events, shuttle and transfer = 2 points • no show report = 2 points • cancellations = 2 points <p>Failure to demonstrate the above reports shall result to no points allocated = 0</p>	12
	<p>2.5 Mobile Application</p> <p>Demonstrate the functionality that can be provided by the mobile application on the following:</p> <p>i) booking via App</p> <p>ii) approval process via app</p> <p>iii) traveller and booker notification,</p> <p>iv) traveller itinerary and documentation upload,</p> <p>v) alert to flight changes/ delays, cancellations and safety warnings,</p>	12	<ul style="list-style-type: none"> • Booking via App = 2 points • traveller messaging = 2 points • approval request for managers on mobile = 2 points • traveller itinerary and booking confirmation = 2 points • urgent alert and traveller safety information = 2 points • Full traveller booking confirmation function by travel booker and Responsibility manager for confirmed bookings = 2 points <p>Failure to demonstrate the</p>	12

			above mobile application shall result to no points allocated = 0	
Total points				55
<i>Minimum Functionality points is 33 which equates to 60%. Offers that score less than the minimum functionality of 60% shall not be considered for Phase 4.</i>				

6. Phase 4: Price and Preference Points System

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

6.1 This bid is issued with 80/20 preference points system.

6.1.1 The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership Attach CIPC certificate BBBEE Certificate or EME/QSE Sworn Affidavit	2	
Minimum 51% Woman Ownership Attach share certificate and Identity Document	8	
Minimum 51% Youth Ownership Attach share certificate and Identity Document	6	
Minimum 51% Owned by persons living with disabilities Attach share certificate and Proof of disability from medical practitioner	2	
Enterprises located in a KwaZulu- Natal Province for work to be done or services to be rendered Attach utility bill or lease agreement or ward councilor letter	2	

6.1.2 Specific goals may include the following:

- Contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability,
 - Implementing the programmes of the Reconstruction and Development Programme as published in government gazette No. 16805 dated 23 November 1994,
- It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.***

ANNEXURE 1: REFERENCE LETTER

CONFIRMATION OF REFERENCE

NAME OF BIDDING COMPANY:							
PREVIOUS CLIENT/EMPLOYER NAME:							
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:							
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:							
VALUE OF WORK COMPLETED:							
DURATION AND DATE COMPLETED:							
START DATE:				END DATE:			
.....	
<i>Day</i>	<i>Month</i>	<i>Year</i>		<i>Day</i>	<i>Month</i>	<i>Year</i>	
<p>The above-mentioned Bidding Company is in the process of submitting a Bid for the provision of an online travel management services for the KwaZulu-Natal Department of Human Settlements for a period of thirty-six months. As a client you kindly requested to confirm the level of services received from the company as per the required questionnaire below.</p>							
<p>Were the services rendered as per the terms of reference or specification.</p>				<p>Select applicable rating</p> <ul style="list-style-type: none"> <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor 			

Full Name of Authorised Signatory

Contact Number

Email address

Signature Date

CLIENT(EMPLOYER) STAMP HERE

Incomplete, unsigned or unstamped form will not be accepted. The KZNDHS reserves the right to contact any Client Company listed as a reference.