
**PROVISION OF TRAVEL MANAGEMENT SERVICES
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

ECGB-22/23-BID 1

Date Issued: 04 NOVEMBER 2022

**Closing date and time: 28 NOVEMBER 2022 at
11:00**

Bid Validity Period: 90 days

TENDER BOX ADDRESS:

ECGB BUILDING
QUENERA DRIVE
BEACON BAY
EAST LONDON

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1. INTRODUCTION

Eastern Cape Gambling Board “ECGB” is a statutory body established by the Eastern Gambling and Betting Act, 1997 (Act No.5 of 1997) (as amended) (the Act). The mandate of the Board is to regulate or control all gambling activities within the Eastern Cape Province. This includes the issuing and revocation of gambling licenses, exclusion of problem gamblers, and protection of the public against unscrupulous gambling practices and control of illegal gambling activities in the Province.

ECGB requires comprehensive travel & hospitality management services for business purposes for a period of 3 years. For the purposes of this bid the ECGB will be referred to as the Client.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to ECGB.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by ECGB for the provision of travel management services to ECGB.

This RFP does not constitute an offer to do business with ECGB, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

Accommodation means the rental of lodging facilities while away from one’s place of abode, but on authorised official duty.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

Authorising Official means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., line manager of the traveller.

Car Rental means the rental of a vehicle for a short period of time by a Traveller for official purposes.

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

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

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

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

Management Fee is the fixed negotiated service fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc.).

Merchant Fees are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

Public Entity ECGB that requires the provision of travel management services.

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes, and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia, and Zimbabwe.

Service Level Agreement (SLA) is a contract between the TMC and ECGB that defines the level of service expected from the TMC.

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to ECGB and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

ECGB has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

5. TIMELINE OF THE BID PROCESS

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

The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	04 November 2022
Compulsory briefing and clarification session	11 November 2022 @10:00 on MS Teams
Bid closing date	28 November 2022@11:00
Notice to bidder(s)	ECGB will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at ECGB's discretion. The establishment of a time or date in this bid does not create an obligation on the part of ECGB to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if ECGB extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

- 6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Thandi Malotana via email thandazwam@ecgb.org.za. Bidder(s) must reduce all enquiries to writing and send to the above email address.
- 6.2. The delegated office of ECGB may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.3. Any communication to an official or a person acting in an advisory capacity for ECGB in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 6.4. All communication between the Bidder(s) and ECGB must be done in writing.
- 6.5. Whilst all due care has been taken in connection with the preparation of this bid, ECGB makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. ECGB and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.

- 6.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECGB (other than minor clerical matters), the Bidder(s) must promptly notify ECGB in writing of such discrepancy, ambiguity, error or inconsistency in order to afford ECGB an opportunity to consider what corrective action is necessary (if any).
- 6.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECGB will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

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

8. COUNTER CONDITIONS

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

9. FRONTING

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

10. SUPPLIER DUE DILIGENCE

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

11. SUBMISSION OF PROPOSALS

- 11.1. Bid documents must be placed in the tender box to the aforesaid address on or before the closing date and time.
- 11.2. Bid documents will only be considered if received by ECGB before the closing date and time, regardless of the method used to send or deliver such documents to ECGB
- 11.3. The bidder(s) are required to submit one original copy and one flash disk with content of as per the original file by the Closing date _____ at 11:00. The file and flash disk must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the flash disk must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
Exhibit 1: Pre-qualification documents (Refer to Section 17.1 - Stage 0: Pre-qualification Criteria (Table 1))	Exhibit 1: Pricing Schedule (Refer to Section 16 – Pricing Model and Annexure A – Pricing Submission)
Exhibit 2: <ul style="list-style-type: none">• Technical Responses and Bidder Compliance Checklist for Technical Evaluation• Supporting documents for Functionality Evaluation responses.	
Exhibit 4: <ul style="list-style-type: none">• Company Profile• Any other supplementary information	

- 11.4. Bidders are requested to initial each page of the tender document on the top right-hand corner.

12. PRESENTATION / DEMONSTRATION

ECGB reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

13. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of thirty-six (36) months with an option to renew in ECGB's sole discretion for an additional 24 (twenty-four) months on the same terms and conditions unless the parties agree otherwise.

14. SCOPE OF WORK

14.1. Background

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

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

14.2. Travel Volumes

The estimated ECGB total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for a typical Financial year 1:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	250	R1 000 000
Air Travel - Regional & International	25	R500 000
Car Rental - Domestic	200	R300 000
Car Rental - Regional & International	0	0
Shuttle Services - Domestic	5	R5,000
Accommodation - Domestic	350	R1 000 000
Accommodation - Regional & International	25	R250,000
Transfers - Domestic	0	0
Transfers - Regional & International	15	R15,000
Bus/Coach bookings	0	0
Train - Regional & International	0	0
Conferences/Events	15	R250,000
After Hours	50	R20,000
Parking	0	0
Insurance	25	R10,000
Forex	0	0

REQUEST FOR PROPOSAL NO. ECGB-22/23-BID 1
Appointment of Travel Management Companies
To Provide Travel Management Services to ECGB

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
GRAND TOTAL	960	R3,350,000

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

14.3. Service Requirements

14.3.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of ECGB, locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is ECGB is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current ECGB travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between ECGB and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current ECGB Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process if relevant.
- g. Provide a facility for ECGB to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

14.3.2. Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel Booker.
- c. 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. book the negotiated discounted fares and rates where possible.
- e. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. book parking facilities at the airports where required for the duration of the travel.
- g. respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)
- i. must issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- j. advise the Traveller of all visa and inoculation requirements well in advance.
- k. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- l. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- n. note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
- o. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by ECGB.
- q. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per ECGB's instructions

14.3.3. Air Travel

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

- i. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- j. Assist with lounge access if and when required.

14.3.4. Accommodation

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

14.3.5. Car Rental and Shuttle Services

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

14.3.6. After Hours and Emergency Services

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

14.4. Communication

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

14.5. Financial Management

- 14.5.1. The TMC must implement the rates negotiated by ECGB with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 14.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to ECGB for payment within the agreed time period.
- 14.5.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 14.5.4. The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back,' refers to the supplier sending the bill back to the TMC, who, in turn, invoices ECGB for the services rendered.

14.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

14.5.6. Consolidate Travel Supplier bill-back invoices.

14.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to ECGB's Financial Department on the agreed time period (e.g., weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

14.5.8. Ensure Travel Supplier accounts are settled timeously.

14.6. Technology, Management Information and Reporting

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

14.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings and allow for online approvals should be available to optimise the services and related fees.

14.6.3. All management information and data input must be accurate.

14.6.4. The TMC will be required to provide the ECGB with a minimum of one (1) standard monthly report in an agreed format that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on
<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

14.6.5. Report must be accurate and be provided as per ECGB's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

14.6.6. ECGB may request the TMC to provide additional management reports.

14.6.7. Reports must be available in an electronic format including Microsoft Excel.

14.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

- i. Finance
 - a) Reconciliation of commissions/rebates or any volume driven incentives;

- b) Creditor's summary payments;
- c) Daily invoices;

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

14.7. Account Management

14.7.1. An Account Management structure should be put in place to respond to the needs and requirements of the ECGB and act as a liaison for overseeing all matters with regard to delivery of services in terms of the contract.

14.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the ECGB's account.

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

14.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

14.7.5. Ensure that the ECGB's Travel Policy is enforced.

14.7.6. The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.

14.7.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

14.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

14.8. Value Added Services

The TMC should provide the following value-added services:

14.8.1. Destination information for regional and international destinations:

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

xi. Supplier updates

- 14.8.2. Electronic voucher retrieval via web and smart phones;
- 14.8.3. SMS notifications for travel confirmations;
- 14.8.4. Travel audits;
- 14.8.5. Global Travel Risk Management;
- 14.8.6. VIP services for Executives that include but is not limited to check-in support.
- 14.8.7. Employee incentive scheme/traveller rewards programme
- 14.8.8. Integration with ECGB financial systems

14.9. Cost Management

- 14.9.1. The National Treasury cost containment initiative and the ECGB's Travel Policy is establishing a basis for a cost savings culture.
- 14.9.2. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 14.9.3. 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.
- 14.9.4. 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 ECGB'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.

14.10. Quarterly and Annual Travel Reviews

- 14.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all ECGB travel activity in the previous three-month period. These reviews are comprehensive and presented to ECGB's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 14.10.2. Annual Reviews are also required to be presented to ECGB's Senior Executives.
- 14.10.3. These Travel Reviews will include without limitation the following information
 - i. The reporting requirements in the National Treasury Instruction on Cost Containment Measures related to Travel & Subsistence will be required as a minimum
 - ii. Other key matters to be agreed from time to time

15. PRICING MODEL

ECGB requires bidders to use a transactional fee model.

15.1 Transaction Fees

Refer Annexure A: Pricing Schedule

- 15.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- (i) It should be costed based on an off-site agent service

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

15.2. Volume driven incentives

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

16. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Stage 0)	Functionality Evaluation Criteria (Stage 1)	Price and B-BBEE Evaluation (Stage 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Stage 1.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Stage 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Stage 2 will only apply to bidder(s) who have met and exceeded the threshold of 75points.

16.1. Stage 0: Pre-qualification Criteria

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

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) ii. Proof of Tax Status on the Central Supplier Database (Refer Section 4.1.5); or iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or Personal Identification Number (PIN) from SARS, the SARS verification outcome will take precedence.
Declaration of Interest – SBD 4 & Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied pro-forma document
Originally Certified Sworn Affidavit or Originally Certified BEE Certificate	NO	Non-submission will lead to a zero (0) score on BBBEE
Completed and Signed Reference Templates	NO	No points will be scored by bidder
Poof of office location	NO	No points will be scored by bidder
Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
ASATA Licence / Certificate	YES	i. Bidders are required to submit their Association of South African Travel Agents (ASATA) active certificate (certified copy) at closing date.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A in a separate envelope

16.2. Stage 1: Functionality Evaluation Criteria

Bidders should take note that functionality will be evaluated in two phases as detailed below:

Phase 1: The Company's experience in similar projects (A); Location of Bidding entity (B) & ASATA (Association of South African Travel Agents)

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Membership (C). The bidder is expected to score a **minimum of 40 points** on this phase to be considered for the next phase.
Phase 2: Presentation based on Financial Stability (*Net positive EBIT, derived from financial statements*) (D) & Methodology (E).

All bidders are required to respond to the functionality evaluation criteria below. Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 75 points of 100 points.

FUNCTIONALITY CRITERIA		MAXIMUM POINTS
A. Company's experience on projects/contracts of similar nature	<ul style="list-style-type: none"> 6 or more Projects/Contracts = 20 points 5 or more Projects/Contracts = 15 points 4 or more Projects/Contracts = 10 points 3 or more Projects/Contracts = 05 points <p>Bidders are required to submit the completed and signed template of references with contactable numbers. No points will be awarded for contracts that are not verifiable to reference.</p>	20
B. Location of Bidding entity: Office within Eastern Cape. <i>Proof of address required (e.g., Title deed, Valid Lease agreement, Municipal account)</i>		15
C. ASATA (Association of South African Travel Agents) Membership. Copy of a valid Certificate/licence to be submitted		20
D. Financial Stability (<i>Net positive EBIT</i>)	<ul style="list-style-type: none"> Last year = 2 points Last 2 years = 3 points Last 3 years = 5 points <p>Financial Position (<i>Net asset of more than R1m+</i>)</p> <ul style="list-style-type: none"> Net Asset Position of R1m+ = 2 points Net Asset Position of R5m+ = 3 points Net Asset Position of R10m+ = 5 points <p>Latest two sets of audited Annual Financial Statements must be submitted.</p> <p>Separate Letter from the Auditors/Accountant must be also submitted confirming the Financial Stability and Financial Position.</p>	10
E. Methodology	<p>a) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition = 8 points</p> <p>b) Manage all reservations/ bookings = 8 points Describe how all travel reservations/ bookings are handled e.g., hotel (accommodation); car rental; flights etc. <i>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.</i></p> <p>c) After-hours and emergency services = 5 points The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> how it is accessed by Travellers, where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. 	35

<ul style="list-style-type: none"> • is it available 24/7/365 <p>Reminders to ECGBB to process purchase orders within 24 hours to reduce queries on invoices</p> <p>d) Cost Management, monthly & quarterly reporting = 8 points</p> <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 how you will assist the ECGBB to realise cost savings on annual travel spend. • Adherence to Cost Containment principles <p>e) Account Management = 3 points</p> <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 your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. • What is in place to ensure that the ECGBB's travel Policy is enforced? <p>f) Value Add = 3 points</p> <ul style="list-style-type: none"> • Employee incentive scheme/traveller rewards program • System integration • Electronic voucher retrieval & SMS notifications 	
Total points	100

16.3. Stage 2: Price and B-BBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 75 points threshold in Stage 1 will be evaluated in Stage 2 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:
In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

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

i. Price Evaluation (80 Points)

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

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

Where

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

ii. BBEE Evaluation (20 Points)

a. B-BBEE Points allocation

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

b. Joint Ventures, Consortiums and Trusts

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

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-

BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

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

c. Sub-contracting

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

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

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

iii. The Price and B-BBEE points will be consolidated

17. GENERAL CONDITIONS OF CONTRACT

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

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

18. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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19. SERVICE LEVEL AGREEMENT

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

20. SPECIAL CONDITIONS OF THIS BID

ECGB reserves the right:

- 20.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 6/7 of 2017)
- 20.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 20.3. To accept part of a tender rather than the whole tender.
- 20.4. To conduct site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 20.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 20.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 20.7. Award to multiple bidders based either on size or geographic considerations.

21. ECGB REQUIRES BIDDER(S) TO DECLARE

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

- 21.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care, and diligence, in the interests of ECGB;
 - b. Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services;

- c. Act with circumspection and treat ECGB fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with ECGB;
- f. Avoidance of fraudulent and misleading advertising, canvassing, and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of ECGB as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from ECGB will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 22.1. ECGB reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of ECGB or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECGB's officers, directors, employees, advisors, or other representatives;
 - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors, or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - e. accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, which is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - g. has in the past engaged in any matter referred to above; or
 - h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and

despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

24. PREPARATION COSTS

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

25. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, ECGB incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds ECGB harmless from any and all such costs which ECGB may incur and for any damages or losses ECGB may suffer.

26. PRECEDENCE

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

27. LIMITATION OF LIABILITY

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

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. ECGB reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to ECGB, or whose verification against the Central Supplier Database (CSD) proves

non-compliant. ECGB further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

30. GOVERNING LAW

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

31. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

32. CONFIDENTIALITY

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

No part of the bid may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by ECGB remain proprietary to ECGB and must be promptly returned to ECGB upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

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

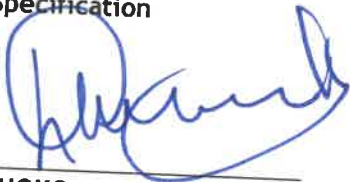
33. ECGB PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any ECGB proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid ECGB-22/23-BID-1 the ECGB may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Bid Specification



Recommended / Not Recommended

L. TSHOKO
CHAIRPERSON: BID SPECIFICATION COMMITTEE

DATE: 26 / 10 / 2022

Bid Specification

Supported / Not Supported



S. MHLAULI
ACTING CHIEF FINANCIAL OFFICER

DATE: 26 / 10 / 2022

Bid Specification

Approved / Not Approved



R.M. ZWANE
CHIEF EXECUTIVE OFFICER

DATE: 27 / 10 / 2022