

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP 198/2022
CLOSING DATE:	18 AUGUST 2022
CLOSING TIME:	23H55 via ONE DRIVE LINK
VALIDITY PERIOD:	120 days
DESCRIPTION OF BID:	APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) FOR THREE (3) YEARS FOR THE DEVELOPMENT BANK OF SOUTHERN AFRICA (DBSA)
BID SUBMISSIONS ELECTRONICALLY:	<ol style="list-style-type: none"> 1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogoSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 16 AUGUST 2022. Any requests after the stipulated date and time will be disregarded. 3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. 4. Bidders who have received submission Links that have errors, will be provided with new Links for use.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
 Email : dbsa@whistleblowing.co.za
 Free Post : Free Post KZN 665 | Musgrave | 4062
 SMS : 33490

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)

BID NUMBER: RFP198/2022

CLOSING DATE: **18 AUGUST 2022**

CLOSING TIME: 23H55

DESCRIPTION: APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) FOR THREE (3) YEARS FOR THE DEVELOPMENT BANK OF SOUTHERN AFRICA (DBSA)

The successful Bidder will be required to conclude a service level agreement with the DBSA

Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.

The One Drive link provided will be valid till 23H55 on the closing date.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]
1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
1.1.3 SIGNATURE OF BIDDER
1.1.4 DATE	
1.1.5 FULL NAME OF AUTHORISED REPRESENTATIVE	
1.1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:	
1.1.	BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. 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 ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2.	TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES NO

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Bid document (clearly marked as **FOLDER 1** and **FOLDER 2**); separated into
FOLDER 1 – Pre - Qualifying documents and functional proposal
FOLDER 2 – Financial proposal
(FAILURE TO COMPLY WILL RESULT IN YOUR BID BEING DISQUALIFIED)

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Part A: Invitation to Bid

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Part B: Terms and Conditions of Bidding

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Part C: Checklist of Compulsory Returnable Schedules and Documents

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Part D: Conditions of Tendering and Undertakings by Bidders

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Part E: Specifications/Terms of Reference

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Annexure A: Price Proposal Requirement – **FOLDER 2**

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Annexure B: SBD4 Declaration of Interest

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Annexure C: SBD6.1 and B-BBEE status level certificate

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Annexure D: SBD8: Declaration of Bidder's Past Supply Chain Practices

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Annexure E: SBD9: Certificate of Independent Bid Determination

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Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

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Annexure G: Certified copies of latest share certificates, in case of a company.

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Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

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Annexure I Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

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Annexure J: General Condition of Contract

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Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 0 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 1.17 PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 Pre-Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.19 Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPPFA.
- 1.20 Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 Request for Proposal or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 SARS** means the South African Revenue Service.
- 1.23 Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 SLA** means service level agreement.
- 1.25 SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 State** means the Republic of South Africa.
- 1.28 Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1** "includes" or "including" means includes or including without limitation; and
- 2.2** "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: tebogoS2@dbsa.org

No questions will be answered telephonically.

BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	28/ 07 / 2022
RFP document available	28 / 07 / 2022
Closing date for tender enquiries	16 / 08 / 2022 at 16h00 PM
Closing date and time	18 / 08 / 2022 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

4. SUBMISSION OF TENDERS

ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogoSCM@dbsa.org - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the **16 August 2022**. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:

- 5.4.1** The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- 5.4.2** the Tendering Process; and
- 5.4.3** any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1** Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2** If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3** Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1** The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

8.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP 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 RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1** All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2** All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to tebogoSCM@dbsa.org
- 11.3** Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4** The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5** Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6** In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 11.7** A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1** Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2** Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1** Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2** The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3** Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1** Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1** the preparation or lodgement of their Bid
 - 14.1.2** the evaluation and clarification of their Bid; and
 - 14.1.3** the conduct of negotiations with the DBSA.
- 14.2** For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3** In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1** Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (scmqueries@dbsa.org)
- 15.2** The written complaint must set out:
- 15.2.1** the basis for the complaint, specifying the issues involved;
 - 15.2.2** how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3** any relevant background information; and
 - 15.2.4** the outcome desired by the person or organisation making the complaint.
- 15.3** If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

- 16.1** A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 16.2** The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 16.3** The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

- 17.1** Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2** Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases,

that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

- 17.3** The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

- 18.1** Bidders are responsible for:

- 18.1.1** examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
- 18.1.2** fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
- 18.1.3** ensuring that their Bids are accurate and complete;
- 18.1.4** making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
- 18.1.5** ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 18.1.6** submitting all Compulsory Documents.

- 18.2** Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

- 18.3** Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

- 18.4** The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5** Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1** Bidders must ensure that:
- 19.1.1** their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2** all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2** The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3** Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4** Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 19.5** An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1** Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2** The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3** The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

22.2.1 the Bidder is not engaged to perform under any contract; or

22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

23.1.1 as required by law;

23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

- 24.2** Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 120 (One hundred and Twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

- 26.1** The Bids will be evaluated and adjudicated as follows:

26.1.1 FIRST STAGE – RESPONSIVENESS

- A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.**

B. Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders (Folder 1 – Pre-qualifying and Functionality proposal & Folder 2 - Price proposal)	Pre-Qualifier	Y
2	Bidders are required to submit their International Air Transport Association (IATA) license/certificate (certified copy).	Pre-Qualifier	Y
3	Provide proof of the membership / certificate. Association Of Southern African Travel Agents (ASATA) certified copy	Pre-Qualifier	Y
4	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y
5	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	Y

- C. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.**

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
8	Standard conditions of tender as required.	48 hours	Y
9	Returnable documents completed and signed.	48 hours	Y
10	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	48 hours	Y
11	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

D. Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further.

SECOND STAGE: FUNCTIONAL EVALUATIONS

EVALUATION CRITERIA

The functional evaluation for this bid will be based on the criteria outlined in the table below:

Functionality Criteria	Weight	Maximum score
<u>Experience</u> Bidder's proven competency in rendering the similar service, extensive knowledge of the project proven by the number years rendering the similar services including on-line booking tool. Bidder Experience 0 Less than 2 Years' Experience = 0 Points 1 2 Years' Experience = 5 Points 3-4 Years' Experience = 7 Points 5-7Years' Experience = 10 Points 8-10Years' Experience = 14 Points 10 Years' Experience and more = 20 Points	20	20

<p>Company track record:</p> <p>A proven track record of the service provider substantiated by reference to letters from at least three (3) entities for which similar services have been provided for during the past five (5) years. The reference letters shall include the following information for each project undertaken:</p> <p>The reference letters shall include the following information for each project undertaken:</p> <ul style="list-style-type: none"> •Entity name. •Contact name and telephone number; •Date when service was rendered. •Description of service. •Duration of project; and •Contract price. <p>The reference letter must be on the letterhead of the entity providing the reference. NB: A list of references will not be accepted.</p> <p>One reference 2 points Two references 3.5 points Three references 5 points</p>	5	5
<p>Execution Plan</p> <p>Bidders must provide a detailed project execution plan in response to all the DBSA's requirements as outlined in the terms of reference of the RFP under the following headings, relative to how the bidder will execute the project:</p>	55	55
<p>Manage all reservations/ bookings, indicate how online domestic and international travel reservations/ bookings will be handled.</p> <p>E.g. online booking system: travel booking process, approvals, issuing of travel vouchers/ itineraries, reporting etc.</p>	<p>0 = Non- submission or Poor Documented booking and reservation Approach</p> <p>2 = Reservations and Booking Approach Plan submitted but information is insufficient and unsatisfactory.</p> <p>3.5 = Documented Approach and a Route Plan meet DBSA requirements and information provided is acceptable</p> <p>5 = Documented Approach and a Route Plan are innovative, well-articulated, of excellent quality and aligned with the scope of work and deliverables.</p>	5

<p>Invoicing and management accidents claims from hired vehicles Describe how invoicing will be handled and list all supporting documents to validate the claim. How will you manage the travel management lodge card.</p>	<p>0 = Non- submission or Poor invoicing strategy submitted</p> <p>2 = Invoicing strategy submitted but information is insufficient and unsatisfactory.</p> <p>3 = Invoicing Proposal meet DBSA requirements and information provided is acceptable.</p> <p>5 = Invoicing Proposal is innovative and well-articulated of excellent quality and aligned with the scope of work and deliverables.</p>	<p>5</p>
<p>Use of technology communication platforms TMC should have access to use such platforms like WhatsApp applications to establish contact with travellers when required or to communicate important information, track employees that are travelling for safety reasons.</p>	<p>0 = Non- submission or Poor Communication Approach</p> <p>2 = Documented Approach and a communication Plan submitted but information is insufficient and unsatisfactory.</p> <p>3 = Communication Approach meet DBSA requirements and information provided is acceptable</p> <p>5 = Communication Approach is innovative, well-articulated, of excellent quality and aligned with the scope of work and deliverables.</p>	<p>5</p>
<p>Business Continuity Plan:</p> <p>How will the TMC address system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties or resource unavailability.</p>	<p>0 = non-submission of a business continuity plan</p> <p>2 = Business Continuity plan submitted but information is insufficient and unsatisfactory.</p> <p>3 = Business Continuity plan and meet DBSA requirements and information provided is acceptable.</p>	<p>5</p>

	5 = Business Continuity plan and is well articulated, of excellent quality and aligned with the scope of work and deliverables.	
Effective handling of queries and complaints resolution Describe the queries and complaints resolution process.	0 = non-submission of a business continuity plan 2 = Business Continuity plan submitted but information is insufficient and unsatisfactory. 3 = Business Continuity plan and meet DBSA requirements and information provided is acceptable. 5 = Business Continuity plan and is well articulated, of excellent quality and aligned with the scope of work and deliverables	5
Reporting Provide a description of all technology and reporting products proposed for the DBSA. Can the TMC comply with the DBSA's monthly reporting requirements? Describe the compatibility of your online solution to fully integrate into DBSA's ERP system (SAP)	0 = non-submission of reporting tool or proposal 2 = Reporting tool submitted but information is insufficient and unsatisfactory. 5 = Reporting tool meet DBSA requirements and information provided is acceptable. 10 = Reporting tool is well integrated and the online solution is well articulated	10
Expertise/ Experience/qualifications of support personnel to be assigned to the DBSA contract. (CVs detailing competency of all personnel to be assigned to the DBSA Office for all required services). Capacity of staff: Experience Account Manager and staff in the sector (travel agency) attach CV Travel Management services (certified copies) for Management. Management experience (Attach CV and Certified certificates) Account Manager (10) points <ul style="list-style-type: none"> Account Manager with 0-year experience = 0 points 	20	20

<ul style="list-style-type: none"> Account Manager with 1-year experience = 1 point Account Manager with 2 years' experience =3 points Account Manager with 3 years' experience = 5 points Account Manager with 4 years' experience = 7 points Account Manager with 5 years or more experience =10points <p>Staff (10) points</p> <p>Experience of staff in the sector (travel agency) attach CV(Attach CV and supporting documents)</p> <ul style="list-style-type: none"> Two booking consultants with 0-year experience = 0 points Two booking consultants with 1-year experience = 1 point Two booking consultants with 2 years' experience = 3points Two booking consultants with 3 years' experience = 5 points Two booking consultants with 4 years' experience = 7 points Two booking consultants with 5 years or more experience = 10 points 		
TOTAL – STAGE GATE 1	80	56
FUNCTIONALITY THRESHOLD		70

PRESENTATION (PART B):

PRESENTATION		WEIGHT	RATING SCORES
	Value added Services - Provide information on any value-added services that can be offered to the DBSA	5	<p>0 = Poor Value Added Approach</p> <p>2 = Documented Approach and a Route Plan submitted but information is insufficient and unsatisfactory.</p> <p>3 = Documented Approach and a Route Plan meet DBSA requirements and information provided is acceptable</p> <p>5 = Documented Approach and a Route Plan are innovative, well-articulated, of excellent quality and aligned with the scope of work and deliverables.</p>

	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 DBSA to realise cost savings on an annual travel spend	5	<p>0 = Poor Cost Saving Plan/ Proposal</p> <p>2 = Cost Saving Plan/Proposal submitted but information is insufficient and unsatisfactory.</p> <p>3.5 = Cost saving plan/ Proposal meet DBSA requirements and information provided is acceptable.</p> <p>5 = Cost saving plan/ proposal and are well- articulated, of excellent quality and aligned with the scope of work and deliverables.</p>
	<p>After-hours and emergency services</p> <p>a. Provide details of support services for the VIP travellers</p> <p>b. Provide details of support services for other DBSA travellers</p>	5	<p>0 = After hours and emergency services plan information is insufficient and unsatisfactory.</p> <p>3 = After hours and emergency services plan and meet DBSA requirements and information provided is acceptable.</p> <p>5 = After hours and emergency services plan is well articulated, of excellent quality and aligned with the scope of work and deliverables</p>
	<p>Business Continuity Plan:</p> <p>How will the TMC address system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties or resource unavailability.</p>	5	<p>0 = non-submission of a business continuity plan</p> <p>2 = Business Continuity plan submitted but information is insufficient and unsatisfactory.</p> <p>3 = Business Continuity plan and meet DBSA requirements and information provided is acceptable.</p> <p>5 = Business Continuity plan and is well articulated, of excellent quality and aligned with the scope of work and deliverables.</p>
	TOTAL	20	
	MINIMUM THRESHOLD	14	
	TOTAL – 1 + 2	100	

a. Stage gate 1: Functional evaluations

A minimum score threshold of 70% (56 points) is required to be considered for presentations.

b. Stage gate 2: Presentations

A combined overall score of 70 points (including presentations) is required to progress to the Price and Preference evaluation

Only those bidders who achieve the combined minimum qualifying score of 70 points for functionality(**Part A and Part B**) will have their bid submissions further evaluated in terms of the 80/20 preference points system (Third Stage) as prescribed by the latest Preferential Procurement Policy Framework Act Regulations.

The two stage gates are as follows:

Stages	Points	Threshold	Minimum scoring
Stage 1 Functionality	80 points	70%	56 points
Stage 2 Presentations	20 points	70%	14 points
Total	100 points	70%	70 points

A minimum of 70 points out of a 100 for the functional/ evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and BBBEE. Bidders that do not score 70 points or higher at this stage of the evaluation will be disqualified.

26.2 THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

26.2.1 The Third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

26.2.2 Price points

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

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

26.2.3 Preferential procurement points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

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

An unincorporated 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.

26.2.4 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

27. STATUS OF BID

27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

27.2 A Bid must not be conditional on:

- 27.2.1** the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - 27.2.2** the Bidder conducting due diligence or any other form of enquiry or investigation;
 - 27.2.3** the Bidder (or any other party) obtaining any regulatory approval or consent;
 - 27.2.4** the Bidder obtaining the consent or approval of any third party; or
 - 27.2.5** the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 27.3** The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 27.4** The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

28. CLARIFICATION OF BIDS

- 28.1** The DBSA may seek clarification from and enter discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 28.2** The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

29. DISCUSSION WITH BIDDERS

- 29.1** The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 29.2** As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 29.3** The DBSA is under no obligation to undertake discussions with, and Bidders.
- 29.4** In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 29.4.1** conduct a site visit, if applicable;
 - 29.4.2** provide references or additional information; and/or
 - 29.4.3** make themselves available for panel interviews.

30. SUCCESSFUL BIDS

- 30.1** Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 30.2** The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 30.3** A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

31. NO OBLIGATION TO ENTER INTO CONTRACT

- 31.1** The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 31.2** The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

32. BIDDER WARRANTIES

- 32.1** By submitting a Bid, a Bidder warrants that:
- 32.1.1** it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - 32.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 32.1.3** it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

- 32.1.4** it accepts and will comply with the terms set out in this RFP; and
- 32.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

33. DBSA'S RIGHTS

33.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

- 33.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 33.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
- 33.1.3** vary or extend any time or date specified in this RFP
- 33.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
- 33.1.5** require additional information or clarification from any Bidder or any other person;
- 33.1.6** provide additional information or clarification;
- 33.1.7** negotiate with any one or more Bidder;
- 33.1.8** call for new Bid;
- 33.1.9** reject any Bid received after the Closing Time; or
- 33.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
- 33.1.11** reject any Bid that does not comply with the requirements of this RFP.

34. GOVERNING LAWS

- 34.1** This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 34.2** Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 34.3** All Bids must be completed using the English language and all costing must be in South African Rand.

35. MANDATORY QUESTIONS

35.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

35.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept

35.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply/Accept	Do not comply/Do not accept

35.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply/Accept	Do not comply/Do not accept

35.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	Comply/Accept	Do not comply/Do not accept

35.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Comply/Accept	Do not comply/Do not accept

35.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	Comply/Accept	Do not comply/Do not accept

35.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	Comply/Accept	Do not comply/Do not accept

35.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply/Accept	Do not comply/Do not accept

35.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Comply/Accept	Do not comply/Do not accept

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Comply/Accept	Do not comply/Do not accept

35.1.10

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply/Accept	Do not comply/Do not accept

35.1.11

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Comply/Accept	Do not comply/Do not accept

35.1.12

<p>The Bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Comply/Accept	Do not comply/Do not accept

35.1.13

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Comply/Accept	Do not comply/Do not accept

35.1.14

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product	Comply/Accept	Do not comply/Do not accept
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price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.		
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35.1.15

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Comply/Accept	Do not comply/Do not accept

35.1.16

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.	Comply/Accept	Do not comply/Do not accept

35.1.17

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Comply/Accept	Do not comply/Do not accept

35.1.18

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept

1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

35.1.19

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Comply/Accept	Do not comply/Do not accept

35.1.20

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	Comply/Accept	Do not comply/Do not accept

35.1.21

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.	Comply/Accept	Do not comply/Do not accept
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Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.		
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35.1.22

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Comply/Accept	Do not comply/Do not accept

35.1.23

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Comply/Accept	Do not comply/Do not accept

35.1.24

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	Comply/Accept	Do not comply/Do not accept

35.1.25

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	Comply/Accept	Do not comply/Do not accept

35.1.26

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Comply/Accept	Do not comply/Do not accept

35.1.27

<p>Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.</p>	Comply/Accept	Do not comply/Do not accept

35.1.28

<p>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p>	Comply/Accept	Do not comply/Do not accept

35.1.29

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> Unsatisfactory performance under a previous public contract in the past 5 years, provided that 	Comply/Accept	Do not comply/Do not accept

<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank to manage its concentration risk. This threshold is currently set at R10 million for consultancy services. 		
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Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

.....

Telephone Number:.....FAX number.....

Cell Number:

Email Address.....

PART E

TERMS OF REFERENCE AND SCOPE OF WORK

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1.INTRODUCTION

The Development Bank of Southern Africa (DBSA) was created to catalyze economic growth through investment in economic and social infrastructure and supporting regional integration. Its strategic objectives are to drive sustainable growth in development impact, integrated infrastructure solutions and financial sustainability. The Bank has to unlock infrastructure to the value of R100bn per annum by 2020/2021 as per the Corporate Plan. Against this background, it is imperative to accelerate the development of competencies that will give the institution a competitive advantage both in current and future markets.

The DBSA requires a suitable travel agent to assist with travel and accommodation for official DBSA business, including the negotiation of rates and fares. The travel agents must meet the DBSA's need for cost savings be efficient and effective in the travel environment and must have a good understanding of the national Treasury prescripts on travel.

2.PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the Development Bank of Southern Africa (DBSA)

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

This RFP does not constitute an offer to do business with the DBSA 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.

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.

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

DBSA refers to the Development Bank of Southern Africa.

Department means the organ of state, Department or Public Entity that requires the provision of travel management services.

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.

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

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

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 Government 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 utilised 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/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.SCOPE OF WORK

- 4.1 The appointed service provider will be required to coordinate domestic and international travel, accommodation arrangements including procurement of venue hire for conferences and workshop packages as and when required by the DBSA. All travelling and accommodation requirements must be dealt with in line with the DBSA Travel and Subsistence policy and cost containment measures to enforce compliance.
- 4.2 The DBSA is seeking a travel service provider to create a partnership with, which will explore the most beneficial financial opportunities through an innovative, flexible approach to travel management. While the DBSA corporate objective of cost reduction is paramount, travel is a personal experience and hence personal service is vital. It is expected that the appointed service provider will customize its services for the DBSA's employees as much as possible to ensure the highest level of customer satisfaction with proactive participation in advising and guiding prospective travelers'.
- 4.3 The appointed Travel Agent will be expected to provide travel services from 08h00 to 16h30 during working days. In addition, the Travel Agent shall provide 24 hours a day emergency services, as well as services during weekends and official holidays where emergency travel services are required. This service may not be outsourced to another service provider.
- 4.4 The official travel requirements for DBSA employees shall be afforded the highest priority which is timely and effective processing.
- 4.5 Management reports on detailed expenses per completed month for each service, inclusive of all savings, exception reports must be submitted together with month-end statements as prescribed by DBSA.

4.4 Travel Volumes

The current DBSA total volumes per annum includes air travel, accommodation, car hire, forex etc. The table below details averages for the period (3-year period) for quoting purposes.

Service Category	Average quantity per year
Air Travel - Domestic	3210
Air Travel - Regional & International	769
Car Rental - Domestic	840
Car Rental - Regional & International	0
Shuttle Services - Domestic	4
Accommodation -Domestic	1934
Accommodation - Regional & International	769

Transfers - Domestic	38
Transfers - Regional & International	40
Bus/Coach Bookings	1
Train - Regional & International	1
Insurance	0
Forex	0

Note: These figures are projections based on average quantities over a 3-year period 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.

4.6 SERVICES REQUIRED

The DBSA will require the following services, but not limited to:

4.6.1 AIR TRAVEL (DOMESTIC AND INTERNATIONAL)

4.6.1.1 Reservation and Ticketing

- a) For every duly approved travel request, Travel Agent shall immediately source formal quotations and make bookings based on the lowest (cheapest), acceptable fare and the most direct and convenient routing.
- b) In the event that required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present three (3) alternatives where possible.
- c) Travel Agent shall promptly issue and deliver accurately messages (i.e. SMS and/or e-mail) showing the accurate status of traveller's booking arrangements and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus schedules prior to or during the traveller's official trip. Tickets and billing shall be modified or issued to reflect these changes. Any changes occasioned by health regulations are to be tracked for the benefit of the traveller.
- d) Travel Agent shall accurately advise the DBSA staff of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- e) Travel Agent must ensure that all travelling staff has the relevant travel documents for their journeys sufficiently before departure including vaccinations and other health associated information as prescribed by the Dept of Health and or the destination countries.

- f) Air tickets shall be issued only for airlines/airline companies who are duly licenced for domestic/international air travel, for example, the International Air Transportation Association (IATA)
- g) Travel Agent shall only act on duly approved travel requests for official travel submitted by the responsible staff of the DBSA. Travel Agent shall be given copies of DBSA travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all DBSA official travel at all times.

4.7.1.2 Changes in Air Travel Arrangements

- a) In case of changes occurring to the original travel arrangements, the traveler is to liaise with the Travel Agent and make necessary arrangements, with the provision that such changes are confirmed and approved in writing and /or via the SAP interface. The following actions will be taken for the indicated cases

4.7.2 ACCOMODATION AND MEALS

- a) Planning, arranging, confirming, amending and paying domestic/international accommodation as per DBSA Travel Policy and cost containment measures.
- b) Negotiating discounts on standard tariffs with all available hotel groups, private hotels, guest houses, etc.

4.7.3 CONFERENCE AND EVENT MANAGEMENT

- a) The DBSA will request the service provider to facilitate the procurement, reservation and payment of venue hire for conferences and workshops both locally and internationally.
- b) The DBSA reserves the right to verify the suitability of the venue based on what is being required for and the quality thereof by the DBSA's dedicated resources.
- c) The service provider will be required to negotiate discounts on standard tariffs with all available and appropriate venues, etc.
- d) The DBSA reserves the right to use other resources to execute the conference and event management services.

4.7.4 CAR RENTAL/HIRE/ SHUTTLE /BUS/ TRAIN SERVICES

- a) Booking, confirming and amending details for vehicles with or without the services of a driver as per DBSA Travel Policy. Payment for car hire will be settled directly by the DBSA.
- b) Booking, confirming, amending and paying for train and / or bus services, where applicable.

- c)Booking, confirming, amending and paying shuttle service requirements with any contracted company rendering a shuttle and / or chauffeur services, where applicable
- d)The Travel Agent must ensure that shuttle service suppliers are compliant with the rules that govern the public transport industry.

4.7.5 INSURANCE

- a) Travel insurance shall be arranged and paid for by the DBSA. It is the responsibility of the travel provider to ensure that travelers' are aware of the insurance and carry whatever proof may be necessary to enforce rights under the policy.

4.7.6 PARKING FACILITIES

The Travel Agent must organize parking facilities as and when required but not limited to:

- a)Airport
- b)Bus/train stations
- c)Hotel/Guest houses etc.
- d)Conference/Workshop venues

4.7.7 CANCELLATION OF TRAVEL:

- a) In the event of a cancellation the DBSA nominated person will inform the Travel Agent to cancel the booking in terms of the SLA.

4.7.8 CHANGES TO TRAVEL:

- a)The DBSA nominated person is expected to approach the Travel Agent and have the original arrangements cancelled, timeously.
- b)This refers to changes in air tickets for dates and/or time and the Travel Agent is to provide new costs and updated travel information. All information must be relayed to the traveler by SMS and or email.

4.7.9 VALUE ADDED SERVICES

- a) The service provider will be required to indicate the value-added services that they can provide to the DBSA.

4.7.10 SERVICE, SUPPORT, SET UP AND LEGAL REREQUIREMENTS

- a) International Air Transport Association (IATA) accreditations must be provided.
- b) Association of Southern African Travel Agents (ASATA) or any travel professional body will be added advantage.
- c) Furthermore, the bidder must be able to demonstrate the ability to be ticketed using the IATA system.

5 DELIVERABLES

5.1 Travel Information

The service provider will be responsible for the following:

5.1.1 When making bookings for travel and accommodation, these should be done according to the DBSA travel and subsistence policy,

- a) Destination, date, routes, passenger class, preferred seating and estimated costs for air travel
- b) Hotel facilities, location, availability of parking facilities, distance from airports, public transport, etc.
- c) Alternative arrangements must be timeously suggested if it can be proven that with deviations to original will result in financial savings;
- d) Provide information service to notify the official of such events as airport closure, cancelled flights, train and buses, strikes as well as of political or safety conditions which may affect travel to any particular destination;
- e) Facilitate process of obtaining a foreign visa ;
- f) Name, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, and agencies with whom liaison exists outside South Africa, must be made available upon request. The names, and telephone numbers of personnel available on a 24-hour seven (7) days a week including public holidays must be made available to the DBSA;
- g) Ensure confidentiality in respect of travel and accommodation arrangements concerning all persons if requested by the DBSA; and
- h) Ensure effective negotiations with suppliers of all services to the benefit of DBSA.
- i) Where applicable air tickets and travel documentation must be delivered timeously by either hand delivery, facsimile, email and/or via sms to the requesting official, or his/her nominee.

6 DELIVERABLES

6.1 Corporate Travel Management

- a) The service provider with a minimum three (03) years' experience in both domestic and international corporate travel management.

6.2 Operational office

- a) The service provider must have a fully existing operational office with the necessary infrastructure to provide travel agency management services. The service provider will be required to continually identify improvements in terms of service and cost to deliver innovative and cost-effective solutions.

6.3 Confidentiality

- a) Ensure confidentiality in respect of all travel and accommodation arrangements concerning persons travelling on official DBSA business.

7 MANAGEMENT AND STAFF

7.1 Management

- a) The management of the service provider must have experience in the industry of at least 5 (five) years per manager. Curriculum Vitae of management with a five (5) years' experience must be included with the written proposal.

7.2 Key Account Manager

- a) It is a requirement that a Key Account Manager be the overall contact person for the DBSA and he or she will be responsible for the implementation and co-ordination of the agreement including arrangement of regular meetings.

7.3 Staff

- a) Knowledgeable and experienced staff in corporate travel must be provided by the service provider. The service provider must have a minimum of two (2) dedicated senior

staff with one back up staff member. One senior staff member will be a dedicated VIP consultant . This consultant will be available 24/7 .

- b)Curriculum Vitae must also be included with the written proposal for these resources.
- c)The replacement of staff must be of a similar standard and level of experience, skill and knowledge and timeously communicated to the DBSA.
- d)Be available to work during periods of heightened activity.
- e)Indicate how many staff members are presently available for the type of work described in this bid.

7.4 Management Reporting

- 7.4.1 The service provider must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 7.4.1 The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 7.4.2 All management information and data input must be accurate.
- 7.4.3 The service provider will be required to provide the DBSA with a minimum of three (3) standard monthly reports 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>

- 7.4.4 Reports must be accurate and be provided as per DBSA'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).
- 7.4.5 DBSA may request the service provider to provide additional management reports.
- 7.4.6 Reports must be available in an electronic format for example Microsoft Excel.
- 7.4.7 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

7.4.7.1 Travel

- a) After hours report;
- b) Compliments and complaints;
- c) Consultant productivity report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;

- f) Upgrades of class of travel (air, accommodation and ground transportation);
- g) Bookings outside travel policy.

7.4.7.2 Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

7.4.8 The service provider 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.

7.5 Account Management

- 7.5.1 An Account Management structure should be put in place to respond to the needs and requirements of the DBSA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 7.5.2 The service provider must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the DBSA account.
- 7.5.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 7.5.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the service provider and other travel service providers.
- 7.5.5 Ensure that the DBSA Travel Policy is enforced.

- 7.5.6 The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the service provider.
- 7.5.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 7.5.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.
- 7.5.9 Monthly management reports (or at such intervals as is agreed to) in a format stipulated and required by the DBSA but not limited to:

7.5.9.1 Air Travel

- a) Date of travel
- b) Passenger's particulars
- c) Reasons for travel
- d) Airlines utilized
- e) Cost relating to airports taxes or excess luggage
- f) Cost of air travel
- g) Normal fare
- h) Actual fare expenditure
- i) Amount saved in relation to most expensive standard tariff in specific class of travel
- j) Total amount spent for the specific month
- k) Total amount saved for the specific month
- l) Authorization number / alpha
- m) Shortfall
- n) Reasons for shortfall

7.5.9.2 Care Hire

7.5.9.3 Land Travel (Shuttle, other modes of transport etc.)

7.5.9.4 Accommodation

- a) Date of travel (check in and check out)
- b) Name of traveler
- c) Name of hotel, guest house, etc.
- d) Standard rate
- e) Actual cost
- f) Duration
- g) Extras
- h)

ON SITE FACILITIES

DBSA will provide the bidder with the following on the terms and conditions negotiated upon by both parties:

- (a) Office space
- (b) Office furniture (desk, chair, credenza per person)
- (c) Telephones and network infrastructure
- (d) Tea coffee making facilities

8. INTERNAL PROCESS SUMMARY

The internal process that the DBSA currently follows is summarised below. The DBSA may revise the below at any time in order to streamline the travel booking process:

- 8.1 Information (e.g. travel dates etc.) is sent to supplier to provide pricing for budgeting purposes.
- 8.2 Information provided above is used in memo for budgeting approval.
- 8.3 Once approval is provided travellers complete travel request forms with information that is sent to supplier for 3 quotes (air travel, accommodation, ground travel etc.).
- 8.4 Options are considered and selections aligned with internal policy.
- 8.5 Order number is created and travel approval is sent for approval.
- 8.6 Once travel approval is signed, the document is sent to the supplier to continue with booking selected options.
- 8.7 Approvals can be delayed and quoted prices should be available for 3 (three) days.

9. PRICING MODEL

DBSA requires bidders to propose two pricing models being the transactional fee model and the management fee model. DBSA will at their discretion select the best possible cost-effective solution.

9.1 Transaction Fees

9.1.1. 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.

9.1.1.1 Off-site option

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

AND / OR

9.2 Management Fee

9.2.1 The management fee is the total fee per annum that will be charged to DBSA in twelve payments. The DBSA will pay the fee monthly in arrears.

9.2.1.1 Off-site option

9.3 Volume driven incentives

9.3.1 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 DBSA reservations will be paid to the service providers;
- iii. An open book policy will apply and any commissions earned through the DBSA volumes will be reimbursed to DBSA.
- iv. Service providers are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

NOTE: THIS BID WILL ONLY BE EVALUATED ON THE TRANSACTION FEE AND MANAGEMENT FEE QOUTED

10.EVALUATION AND SELECTION CRITERIA

DBSA 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 1)	Technical Evaluation Criteria (Stage 2)	Price Evaluation (Stage 3)
<p>Bidders must submit all documents as outlined in paragraph 7.1 below.</p> <p>Only bidders that comply with ALL these criteria will proceed to Stage 2</p>	<p>Bidder(s) are required to achieve a minimum of 70 points (Desktop evaluations and presentations) out of 100 points to proceed to Stage 3 (Price and preference).</p>	<p>Bidder(s) will be evaluated based on 80/20 preferential procurement point system (80 price and 20 preferential). The successful Bidder will be the Bidder which has the highest total points (out of 100 for both price and preferential procurement).</p>
Financial Statement Analysis		
<p>Bidder(s) are required to submit complete set signed annual financial statements (Statement of Comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes) in the name of the bidding entity for 3 years.</p> <p>Financial Statement Analysis will only be conducted on the bidders that qualify to continue to Stage 3 (Bidders that reached a minimum of 70 points in Stage 2).</p> <p>Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorised individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.</p> <p>In the case of a Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission.</p>		

Without limiting the generality of DBSA'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 Tax Clearance Certificate – SBD 2	YES	<ul style="list-style-type: none"> i. A valid and original Tax Clearance Certificate must be submitted with the bid. ii. The validity of the Tax Clearance Certificate issued by the South African Revenue Services certifying that the tax status of the Bidder is in order will be verified against the information recorded in the Central Supplier Database (CSD). iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	<p>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.</p> <p>Submit proof of registration.</p>

Document that must be submitted	Non-submission may result in disqualification?	
IATA License / Certificate	YES	i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
ASATA Certificate (Optional)	YES	This is mandatory to be submitted at closing date. Provide proof of the licence / certificate.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3

7.2 Stage 2: Technical Evaluation Criteria = 100 points

- All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to
- Only Bidders that have met the Pre-Qualification Criteria in Stage 1 will be evaluated in Stage 2 for functionality. Functionality will be evaluated as follows:

c. Desktop Functional evaluations

A minimum score threshold of 70% (56 points) is required to be considered for presentations.

d. Presentations

Only those bidders who achieve the combined minimum qualifying score of 70 points for functionality (**Part A and Part B**) will have their bid submissions further evaluated in terms of the 80/20 preference points system (Third Stage) as prescribed by the latest Preferential Procurement Policy Framework Act Regulations.

The two stage gates are as follows:

Stages	Weights	Threshold	Minimum scoring points
Stage 1 Functionality	80 points	70%	56 points
Stage 2 Presentations	20 points	70%	14 points
Total	100 points	70%	70 points

11.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 DBSA is prepared to enter a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to DBSA together with its bid, duly signed by an authorised representative of the bidder.

12.CONTRACT PRICE ADJUSTMENT

Normal CPI adjustment annually.

13.SERVICE LEVEL AGREEMENT

11.1 Upon award DBSA and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by DBSA more or less in the format of the draft Service Level Agreement included in this tender pack.

11.2 DBSA reserves the right to vary the proposed terms and conditions of the draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.

11.3 Bidder(s) are requested to:

- a. Comment on the terms and conditions set out in the Service Agreement and where necessary, make proposals to the terms and conditions;
- b. Each comment and/or amendment must be explained; and
- c. All changes and/or amendments to the Service Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.

11.4 DBSA 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 DBSA or pose a risk to the organisation.

PRICING SCHEDULE

A financial proposal should be included in a separate electronic folder.

(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this will lead to disqualification of the bid)

All rates must include VAT

**PRICING STRUCTURE
TEMPLATE A1: TRANSACTION FEE MODEL
ON-SITE SERVICES
1.1 TRANSACTION FEES**

		TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
ITEM	TRANSACTION TYPE	UNIT PRICE (excl. VAT)	UNIT PRICE (incl. VAT)	TOTAL PRICE (incl. VAT)	UNIT PRICE (excl. VAT)	UNIT PRICE (incl. VAT)	TOTAL PRICE (incl. VAT)
1	Air Travel – International		R	R		R	R
2	Air Travel – Regional		R	R		R	R
3	Air Travel – Domestic		R	R		R	R
4	Air Travel – International (Re-issue)		R	R		R	R
5	Air Travel Regional (Re-issue)		R	R		R	R
6	Air Travel Domestic (Re-issue)		R	R		R	R
7	Refunds – Air Domestic		R	R		R	R
8	Refunds – Air Regional		R	R		R	R
9	Refunds – Air International		R	R		R	R
10	Car Rental – Domestic		R	R		R	R
11	Car Rental – Regional		R	R		R	R
12	Car Rental - International		R	R		R	R
13	Transfers/Shuttle - Domestic		R	R		R	R
14	Transfers/Shuttle - Regional		R	R		R	R
15	Transfers/Shuttle - International		R	R		R	R
16	Accommodation – Domestic		R	R		R	R

17	Accommodation – Regional		R	R		R	R
18	Accommodation - International		R	R		R	R
19	Bus/Coach Bookings		R	R		R	R
20	Train bookings-International Visa Assistance		R	R		R	R
21	(Provision of documents and advice)		R	R		R	R
22	Courier services for travel documentation		R	R		R	R
23	SMS notifications		R	R		R	R
24	Parking booking		R	R		R	R
25	Cancellations		R	R		R	R
26	Changes to bookings		R	R		R	R
27	After hours services		R	R		R	R
28	Additional Ad-hoc Reports (per report)		R	R		R	R
29	Customised Reports (per report)		R	R		R	R
30	Travel Lodge Card reconciliation		R	R		R	R
31	Other (Specify)		R	R		R	R
33	Other (Specify)		R	R		R	R
37	Other (Specify)		R	R		R	R
38	Total Annual Cost (Excl VAT)						
39	Total Annual Cost (Incl. VAT)						
Total				R			R
Percentage Split between Online and Traditional booking		Percentage Traditional			Percentage online		

1.2 CONFERENCE TRANSACTION FEE

ITEM	DESCRIPTION	PERCENTAGE FEE	COMMENTS
1	Conference Transaction Fee (as a % of the Total turnover of the event)		

TEMPLATE A2: TRANSACTION FEE MODEL
OFF-SITE SERVICES 1.1 TRANSACTION FEES

ITEM	TRANSACTION TYPE	TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
		UNIT PRICE (excl. VAT)	UNIT PRICE (incl. VAT)	TOTAL PRICE (incl. VAT)	UNIT PRICE (excl. VAT)	UNIT PRICE (incl. VAT)	TOTAL PRICE (incl. VAT)
1	Air Travel – International		R	R		R	R
2	Air Travel – Regional		R	R		R	R
3	Air Travel – Domestic		R	R		R	R
4	Air Travel – International (Re-issue)		R	R		R	R
5	Air Travel Regional (Re-issue)		R	R		R	R
6	Air Travel Domestic (Re-issue)		R	R		R	R
7	Refunds – Air Domestic		R	R		R	R
8	Refunds – Air Regional		R	R		R	R
9	Refunds – Air International		R	R		R	R
10	Car Rental – Domestic		R	R		R	R
11	Car Rental – Regional		R	R		R	R
12	Car Rental - International		R	R		R	R
13	Transfers/Shuttle - Domestic		R	R		R	R
14	Transfers/Shuttle - Regional		R	R		R	R
15	Transfers/Shuttle - International		R	R		R	R
16	Accommodation – Domestic		R	R		R	R
17	Accommodation – Regional		R	R		R	R
18	Accommodation - International		R	R		R	R
19	Bus/Coach Bookings		R	R		R	R
20	Train bookings-International Visa Assistance		R	R		R	R
21	(Provision of documents and advice)		R	R		R	R
22	Courier services for travel documentation		R	R		R	R
23	SMS notifications		R	R		R	R
24	Parking booking		R	R		R	R

25	Cancellations		R	R		R	R
26	Changes to bookings		R	R		R	R
27	After hours services		R	R		R	R
28	Additional Ad-hoc Reports (per report)		R	R		R	R
29	Customised Reports (per report)		R	R		R	R
30	Travel Lodge Card reconciliation		R	R		R	R
36	Other (Specify)		R	R		R	R
37	Other (Specify)		R	R		R	R
38	Total Annual Cost (Excl VAT)						
39	Total Annual Cost (Incl. VAT)						
Total				R			R
Percentage Split between Online and Traditional booking		Percentage Traditional			Percentage Online		

1.2 CONFERENCE TRANSACTION FEE

ITEM	DESCRIPTION	PERCENTAGE FEE	COMMENTS
1	Conference Transaction Fee (as a % of the Total turnover of the event)		

TEMPLATE A3: MANAGEMENT FEE MODEL
ON-SITE SERVICES
ESTIMATED TRANSACTION VOLUMES

1.1 MANAGEMENT FEES

			TRADITIONAL BOOKINGS	ONLINE BOOKINGS
ITEM	TRANSACTION TYPE		Annual cost (Excl VAT)	Annual cost (Excl VAT)
	Fixed Costs (Management Fees)	#		
1	Compensation			
	Receptionist	1		
	Senior Travel Consultants	2		
	Intermediate Travel Consultants	2		
	Junior Travel Consultants	1		
	Travel Manager	1		
	Finance Manager/Accountant	1		
	Admin Back Office (Creditors/Debtors/Finance Processors)	5		
	Strategic Account Manager	1		
	System Administrator	1		
2	Standard Monthly Reports (3 Std Reports x 12 months)	36		
3	Standard Weekly Reports (3 Weekly Reports 52 weeks)	156		
4	*Communication (SMS, Email alerts, Industry updates)	0		
5	Marketing			
6	Technology (Software Licences)			
7	Computing /GDS Fees			
8	Office leasing (not applicable for on-site)			
9	Utility bills (phone, broadband, electricity, etc.			
10	Association membership fees			

11	Banking services (interest, Merchant Fees, etc0			
12	Other (specify)			
12	Other (specify)			
14	Other (specify)			
15	Other (specify)			
16	Other (specify)			
17	Profit			
Total Annual Cost (Excl VAT)			R	R
Total Annual Cost (Incl. VAT)			R	R
Fixed Monthly Management Fee (Incl. VAT)			R	R

	Variable Costs	Estimated #	Annual Cost (Excl. VAT)	Annual Cost (Excl. VAT)
	After-Hours (VIP/EXECUTIVE Travel Consultant			
1	(Estimated calls per month. After-Hours Call Centre/Contact number (17h00 -07h30 Weekdays; 24 hours weekends and public holidays			
2	Estimated 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 Annual Cost (Excl VAT)		R	R
	Total Annual Cost (Incl VAT)		R	R
	Variable Monthly Management Fee (Incl. VAT)		R	R
	GRAND TOTAL PER ANNUM (Incl. VAT)		R	R

	GRAND TOTAL PER MONTH (Incl. Vat)		R	R
(Incl. VAT) will be used in the evaluation formula <div style="text-align: right;">The GRAND TOTAL PER ANNUM</div>				
Percentage Split between Online Booking and Traditional Booking				

	Cost of Additional items (per incident)	Unit Price (excl. VAT)	Unit Price (incl. VAT)	These services will only be done on request from the Tendering Institution and will be invoiced accordingly
1	Courier Services		R	
2	Visa Services		R	
3	Customised Reports (per report)		R	
4	Other (specify)		R	These costs are ADDITIONAL to the Monthly Management Fee
5	Other (specify)		R	
6	Other (specify)		R	These items will not be used for evaluation purposes
7	Other (specify)		R	

1.2 CONFERENCE TRANSACTION FEE

ITEM	DESCRIPTION	PERCENTAGE FEE	COMMENT
1	Conference Transaction Fee (as a % of the Total turnover of the event)		

TEMPLATE A4: MANAGEMENT FEE MODEL
ON-SITE SERVICES
ESTIMATED TRANSACTION VOLUMES

1.1 MANAGEMENT FEES

			TRADITIONAL BOOKINGS	ONLINE BOOKINGS
ITEM	TRANSACTION TYPE		Annual cost (Excl VAT)	Annual cost (Excl VAT)
	Fixed Costs (Management Fees)	#		
1	Compensation			
	Receptionist	0		
	Senior Travel Consultants	2		
	Intermediate Travel Consultants	1		
	Junior Travel Consultants	1		
	Travel Manager	1		
	Finance Manager/Accountant	1		
	Admin Back Office (Creditors/Debtors/Finance Processors)	5		
	Strategic Account Manager	1		
	System Administrator	1		
2	Standard Monthly Reports (3 Std Reports x 12 months)	36		
3	Standard Weekly Reports (3 Weekly Reports 52 weeks)	156		
4	*Communication (SMS, Email alerts, Industry updates)	0		
5	Marketing			
6	Technology (Software Licences)			
7	Computing /GDS Fees			
8	Office leasing (not applicable for on-site)			
9	Utility bills (phone, broadband, electricity, etc.			
10	Association membership fees			

11	Banking services (interest, Merchant Fees, etc0			
12	Other (specify)			
12	Other (specify)			
14	Other (specify)			
15	Other (specify)			
16	Other (specify)			
17	Profit			
Total Annual Cost (Excl VAT)			R	R
Total Annual Cost (Incl. VAT)			R	R
Fixed Monthly Management Fee (Incl. VAT)			R	R

	Variable Costs	Estimated #	Annual Cost (Excl. VAT)	Annual Cost (Excl. VAT)
	After-Hours (VIP/EXECUTIVE Travel Consultant			
1	(Estimated calls per month. After-Hours Call Centre/Contact number (17h00 -07h30 Weekdays; 24 hours weekends and public holidays			
2	Estimated at 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 Annual Cost (Excl VAT)		R	R
	Total Annual Cost (Incl VAT)		R	R
	Variable Monthly Management Fee (Incl. VAT)		R	R
	GRAND TOTAL PER ANNUM (Incl. VAT)		R	R

	GRAND TOTAL PER MONTH (Incl. Vat)		R	R
The GRAND TOTAL PER ANNUM (Incl. VAT) will be used in the evaluation formula				
Percentage Split between Online Booking and Traditional Booking				

Percentage traditional Percentage online

	Cost of Additional items (per incident)	Unit Price (excl. VAT)	Unit Price (incl. VAT)	These services will only be done on request from the Tendering Institution and will be invoiced accordingly
1	Courier Services		R	
2	Visa Services		R	These costs are ADDITIONAL to the Monthly Management Fee
3	Customised Reports (per report)		R	
4	Other (specify)		R	
5	Other (specify)		R	These items will not be used for evaluation purposes
6	Other (specify)		R	
7	Other (specify)		R	

1.2 CONFERENCE TRANSACTION FEE

ITEM	DESCRIPTION	PERCENTAGE FEE	COMMENT
1	Conference Transaction Fee (as a % of the Total turnover of the event)		

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid
document?

YES / NO

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication

YES/NO

of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

1.1.6.1

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (k) 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.

3. POINTS AWARDED FOR PRICE

3.1 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

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor:.. =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

Annexure D

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
 - a. Includes price quotations, advertised competitive bids, limited bids and proposals.
 - b. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
SignatureDate

.....
Position Name of Bidder

Annexure F

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (*Tick applicable box*) below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:	
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The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

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