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**Appointment of a Travel Management Service Provider for a period of three (3) years  
for the Ports Regulator of South Africa**

**PRSA-BID/2022/23/01**

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**TENDER BOX ADDRESS:**

11<sup>th</sup> Floor  
The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4001

NB: All the bid documents must be submitted to the above address on or before the closing date and time.

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## 1. INTRODUCTION

- 1.1. Ports Regulator of South Africa ("the Regulator") is a Schedule 3A public entity in terms of the Public Finance Management Act, 1 of 1999 ("PFMA"). The Regulator must fully comply with all the requirements of the PFMA.
- 1.2. The Regulator is the independent body mandated to regulate the National Ports Authority in terms of the provisions of the, National Ports Act, 2005 (Act No. 12 of 2005). In terms of section 30 (1) and (2) of the National Ports Act, the main function of the Regulator is to:
  - Exercise economic regulation for the ports system in line with government's strategic objectives;
  - Promote equity of access of ports and facilities and service provider by ports;
  - Monitor the activities of the National Ports Authority to ensure that it performs its functions in accordance with the act; and
  - Hear appeals and complaints contemplated in terms of Section 48 of the Act.
- 1.3. The Regulator currently has in excess of twenty-three (23) officials in its employment with intention to increase to 33 in about 6 months time. There are also 8 board members.

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services for the Ports Regulator of South Africa.
- 2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Regulator for the provision of travel management services to the Regulator.
- 2.3. This RFP does not constitute an offer to do business with the Regulator, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process for awarding

## 3. DEFINITIONS

- 3.1. **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 3.2. **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 07h30 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

- 3.3. **Air travel** means travel by airline on authorised official business
- 3.4. **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.
- 3.5 Bill back refers to the supplier sending the bill back to the Travel Management Company, who, in turn, invoices Ports Regulator of South Africa for the services rendered.
- 3.6. **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 3.7. **Domestic travel** means travel within the borders of the Republic of South Africa.
- 3.8. **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 3.9. **eCommerce** refers to the Government's buy-site for transversal contracts.
- 3.10. **International travel** refers to travel outside the borders of the Republic of South Africa.
- 3.11. **Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the Travel Management Company at to which all expenditure is charged.
- 3.12. **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).
- 3.13. **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 3.14. **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.
- 3.15. **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.
- 3.16. **Service Level Agreement (SLA)** is a contract between the Travel Management Company and Ports Regulator of South Africa that defines the level of service expected from the Travel Management Company.

- 3.17. **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 3.18. **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 Travel management Company. These fees include visa fees and courier fees.
- 3.19. **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.
- 3.20. **Traveller** refers to a Ports Regulator of South Africa official, consultant or contractor travelling on official business on behalf of Government.
- 3.21. **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- 3.22. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 3.23. **Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
- 3.24. **VAT** means Value Added Tax.
- 3.25. **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Ports Regulator of South Africa by a dedicated consultant to ensure a seamless travel experience.
- 3.26. Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

#### 4. LEGISLATIVE FRAMEWORK OF THE BID

##### 4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to Ports Regulator of South Africa and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

#### 4.2. Procurement Legislation

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

#### 4.3. Technical Legislation and/or Standards

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

### 5. BRIEFING SESSION

- 5.1. A non-compulsory virtual briefing and clarification session will be held on Microsoft Teams to clarify to bidder(s) the scope and extent of work to be executed.

**Date: 13 July 2022 at 11:00 – 12h00 (midday)**

**Bidders who wish to attend the briefing session must send an email to [tenders@portsregulator.org](mailto:tenders@portsregulator.org)**

**An invitation link will be sent to bidders who want to participate in the briefing session**

**BRIEFING IS NON-COMPULSORY**

## 6. TIMELINE OF THE BID PROCESS

- 6.1. The period of validity of bid and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Date
Advertisement of bid on Government e-tender portal / Ports Regulator of South Africa website	29 June 2022
Non-Compulsory briefing and clarification session	As per above briefing session schedule.
Bid closing date <b>and time</b>	29 July 2022 @12h00 (midday)

- 6.2. All dates and times in this bid are South African standard time.
- 6.3. Any time or date in this bid is subject to change at the Regulator's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Ports Regulator of South Africa to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Ports Regulator of South Africa extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 7. CONTACT AND COMMUNICATION

- 7.1. The delegated official of Ports Regulator of South Africa may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.2. Any communication to an official or a person acting in an advisory capacity for Ports Regulator of South Africa in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.3. All communication between the Bidder(s) and Ports Regulator of South Africa must be done in writing.
- 7.4. Whilst all due care has been taken in connection with the preparation of this bid, Ports Regulator of South Africa makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Ports Regulator of South Africa, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.



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

## **8. LATE BIDS**

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

## **9. COUNTER CONDITIONS**

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

## **10. FRONTING**

- 10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so

within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Ports Regulator of South Africa may have against the Bidder / contractor concerned.

## 11. SUPPLIER DUE DILIGENCE

11.1.The Ports Regulator of South Africa reserves the right to conduct supplier due diligence prior to final award. This includes site visits and requests for additional information etc.

## 12. SUBMISSION OF PROPOSALS

12.1.Bid documents must be deposited in the tender box at 11<sup>th</sup> Floor, The Marine Building, 22 Dorothy Nyembe Street, Durban, 4001 on or before the closing date and time.

12.2.Bid documents will only be considered if received by before the closing date and time, regardless of the method used to send or deliver such documents to the Regulator.

12.3.The bidder(s) are required to submit the bid proposal in Files (original and copy). Original and copy must be marked correctly and sealed separately for ease of reference during the evaluation process. The bidders are also required to send memory stick with similar information as original copy.

FILE 1 (ORIGINAL)	FILE 2 (SIMILAR COPY AS FILE 1)
<b>Stage 1: Mandatory requirements:</b> Technical Responses and Bidder Compliance Checklist for disqualifying documents on Paragraph 17.2 - Page 24 of 38	<b>Stage 1: Mandatory requirements:</b> Technical Responses and Bidder Compliance Checklist for disqualifying documents on Paragraph 17.2 - Page 24 of 38
<b>Stage 2: Functionality</b> Technical Responses and Bidder Compliance Checklist for functional Evaluation Supporting documents for technical responses. (Refer to Section – Stage 2: Functional Evaluation Criteria Paragraph 17.3 Page 25 - 27 of 38	<b>Stage 2: Functionality</b> Technical Responses and Bidder Compliance Checklist for functional Evaluation Supporting documents for technical responses. (Refer to Section – Stage 2: Functional Evaluation Criteria Paragraph 17.3 Page 25 - 27 of 38
<b>Stage 3: Demonstration of the proposed system</b> Paragraph 17.4 Page 27 – 30 of 38	<b>Stage 3: Demonstration of the proposed system</b> Paragraph 17.4 Page 27 – 30 of 38

FILE 1 (ORIGINAL)	FILE 2 (SIMILAR COPY AS FILE 1)
<b>Stage 4: Price and BBEE</b> Pricing Schedule Paragraph 17.5 Page 30 – 31 of 38 (Refer to Section – Pricing Model)	<b>Stage 4: Price and BBEE</b> Pricing Schedule Paragraph 17.5 Page 30 – 31 of 38 (Refer to Section – Pricing Model)

Bidders are requested to initial each page of the bid documents.

### 13. PRESENTATION / DEMONSTRATION

The Ports Regulator requires shortlisted bidders to conduct presentations / demonstrations as part of the bid evaluation process.

### 14. DURATION OF THE CONTRACT

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

### 15. SCOPE OF WORK

The Ports Regulator is currently using automated online booking system. The Departmental users send a request to travel co-ordinator for processing. All travel is initiated by the Travel Co-ordinator online.

The travel request is captured on the system by travel co-ordinator, selection of preferred quote on the system as per the requirements, goes to the TMC for processing. Once the TMC processed the request, then send it back to the travel co-ordinator for support. The request goes through an approval workflow process as per Ports Regulator's Delegation of Authority (DOA). The TMC issue the vouchers to travel co-ordinator and traveller/s via applicable communication platforms e.g. SMS, e-mails.

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

- a) Provide the Ports Regulator with an online travel management service that is consistent and reliable and that will provide and maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for Ports Regulator of South Africa in terms of travel services without any degradation of services.
- c) Appropriately contain the Ports Regulator of South Africa's risk and the traveller's risk.

#### 15.1. Service Requirements

##### 15.1.1. General

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

- 15.1.2. The travel services will be provided to all Travellers travelling on behalf of the Ports Regulator of South Africa, both locally and internationally. This will include employees and contractors, consultants, clients and any other person where the agreement is that Ports Regulator of South Africa is responsible for the arrangement and cost of travel.
- 15.1.3. Provide travel management services during normal office hours (Monday to Friday 07h30 – 16h00) and provide after hours as well as emergency services as stipulated in paragraph 15.2.6.
- 15.1.4. Familiarisation with current Ports Regulator of South Africa travel business processes.
- 15.1.5. Familiarisation with current travel suppliers and negotiated agreements that are in place between Ports Regulator of South Africa and third parties. Assist with further negotiations for better deals with travel service providers.
- 15.1.6. Familiarisation with current National Treasury Travel Guideline / Policy and implementations of controls to ensure compliance and ensure adequate compliance with new rules and regulations.
- 15.1.7. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account.
- 15.1.8. Provide a facility for Ports Regulator of South Africa to update their traveller's profiles.
- 15.1.9. Manage the third-party service providers by addressing service failures and complaints.
- 15.1.10. Consolidate all invoices from travel suppliers and provide monthly statements and summaries to the Regulator.
- 15.1.11. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- 15.2. Reservations

**The Travel Management Company will:**

- 15.2.1. Receive travel requests from travellers and/or travel bookers, respond with quotations, availability and confirmations. Upon the receipt of the relevant

approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via the agreed communication medium (SMS and Emails).

- 15.2.2. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel Booker.
- 15.2.3. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary via the agreed communication medium (SMS and Emails).
- 15.2.4. Obtain a minimum of three (3) price comparisons/quotations for all travel requests where the routing or destination permits for conference and bulk bookings
- 15.2.5. Book the negotiated discounted fares and rates where possible.
- 15.2.6. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 15.2.7. Book parking facilities at the airports where required for the duration of the travel.
- 15.2.8. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- 15.2.9. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- 15.2.10. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- 15.2.11. Advise the Traveller of all visa and inoculation requirements well in advance.
- 15.2.12. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

- 15.2.13. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- 15.2.14. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- 15.2.15. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- 15.2.16. Visa/passports/Vaccine/Forex applications will be the responsibility of the Travel Management Company; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- 15.2.17. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Ports Regulator of South Africa are non-commissionable, where commissions are earned for Ports Regulator of South Africa bookings all these commissions should be returned to Ports Regulator of South Africa on a quarterly basis.
- 15.2.18. Ensure confidentiality in respect of all travel arrangements concerning all persons requested by Ports Regulator of South Africa.
- 15.2.19. Timely submission of proof that services have been satisfactorily delivered (invoices from their suppliers) as per Ports Regulator of South Africa's instructions
- 15.3. Air Travel
  - 15.3.1. The Travel Management Company must be able to book full-service carriers as well as low cost carriers.
  - 15.3.2. The Travel Management Company will book the most cost-effective airfares possible for domestic travel.
  - 15.3.3. For regional and international flights, the airline which provides the most cost effective and practical routings may be used.
  - 15.3.4. The Travel Management Company should obtain minimum of three or more price comparisons where applicable to present the most cost

effective and practical routing to the Traveller.

15.3.5. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).

15.3.6. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

15.3.7. The Travel Management Company will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.

15.3.8. The Travel Management Company will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

15.3.9. The Travel Management Company must, during their reporting period, provide proof that bookings were made against the discounted rates on the published fairs where applicable.

15.3.10. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

15.4. Accommodation

15.4.1. The Travel Management Company will obtain price comparisons and quotations within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

15.4.2. The Travel Management Company will expected obtain price quotations comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.

15.4.3. This includes planning, booking, confirming and amending of

accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Ports Regulator of South Africa 's travel policy.

15.4.4. Ports Regulator of South Africa travellers may only stay at accommodation establishments with which Ports Regulator of South Africa has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the Travel Management Company will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the Ports Regulator of South Africa.

15.4.5. Accommodation vouchers must be issued to all Ports Regulator of South Africa travellers for accommodation bookings and must be invoiced to Ports Regulator of South Africa as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

15.4.6. The Travel Management Company must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

15.4.7. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

15.5. Car Rental and Shuttle Services

15.5.1. Travel Management Company will utilise their own database for car rental and shuttle services.

15.5.2. The Travel Management Company will book the approved category vehicle in accordance with the National Treasury Guideline with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

15.5.3. The travel consultant should advise the Traveller on the best time and



location for collection and return considering the Traveller's specific requirements.

15.5.4. Travel Management Company may offer alternative ground transportation to the Traveller that may include rail, buses, transfers and any other available transport in the international destinations.

15.5.5. The Travel Management Company will book transfers in line with the Ports Regulator of South Africa Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

15.5.6. The Travel Management Company should manage shuttle database on behalf of the Ports Regulator of South Africa and ensure compliance with minimum standards. The Travel Management Company should also assist in negotiating better rates with relevant shuttle companies.

15.5.7. The Travel Management Company must, during their reporting period, provide proof that negotiated rates were booked, where applicable.

15.6. After Hours and Emergency Services

15.6.1. The Travel Management Company must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

15.6.2. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.

15.6.3. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 07h30) and twenty-four (24) hours on weekends and Public Holidays.

15.6.4. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

15.6.5. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must

include purchase order generation of the request within 24 hours.

15.7. Communication

15.7.1. The Travel Management Company may be requested to conduct workshops and training sessions for the Local Travel Coordinator (LTCO) of Ports Regulator of South Africa.

15.7.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

15.7.3. The Travel Management Company must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

15.7.4. Only delegated official will have access to confidential individual information and travel reports from the TMC.

15.7.5. Financial Management

15.7.6. The Travel Management Company must implement the rates negotiated by Ports Regulator of South Africa with travel service providers or the discounted air fares, or the maximum allowed rates established by the National Treasury where applicable.

15.7.7. The Travel Management Company will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Ports Regulator of South Africa for payment within the agreed time period.

15.7.8. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.

15.7.9. The Travel Management Company will be required to offer a 30-day bill-back account facility to institutions as a lodge card won't be offered. 'Bill back', refers to the supplier sending the bill back to the Travel Management Company, who, in turn, invoices Ports Regulator of South Africa for the services rendered. PRSA will not offer Travel Lodge Card.

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

- 15.7.11. Consolidate Travel Supplier bill-back invoices.
- 15.7.12. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 15.7.13. The Travel Management Company is responsible for the consolidation of invoices and supporting documentation to be provided to Ports Regulator of South Africa on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 15.7.14. Ensure Travel Supplier accounts are settled timeously within 30 days.
- 15.8. Technology, Management Information and Reporting
  - 15.8.1. The Travel Management Company must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
  - 15.8.2. The Travel Management Company must have an Online Booking System / Tool to facilitate domestic and international.
  - 15.8.3. All management information and data input must be accurate.
  - 15.8.4. The Travel Management Company will be required to provide the Ports Regulator of South Africa 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.
  - 15.8.5. Reports must be accurate and be provided as per Ports Regulator of South Africa'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).
  - 15.8.6. Ports Regulator of South Africa may request the Travel Management to provide additional management reports.
  - 15.8.7. Reports must be available in an electronic format for example Microsoft Excel/online.
  - 15.8.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

15.8.9. 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) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy/exceptions.

15.8.10. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's and debtor's ageing report;
- c) Creditor's and debtor'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.

15.8.11. The Travel Management Company will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

15.9. Account Management

15.9.1. An Account Management structure should be put in place to respond to the needs and requirements of the Ports Regulator of South Africa and act as

a liaison for handling all matters about delivery of services in terms of the contract.

- 15.9.2. The Travel Management Company must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Ports Regulator of South Africa's account.
- 15.9.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.9.4. A complaint handling procedure must be implemented to manage and record the compliments, complaints and afterhours requests of the Travel Management Company and other travel service providers.
- 15.9.5. Ensure that the Ports Regulator of South Africa's Travel Policy is enforced.
- 15.9.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the Travel Management Company.
- 15.9.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 15.9.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.
- 15.10. Value Added Services

The Travel Management Company must provide the following value-added services:

Destination information for regional and international destinations:

- a) Health warnings;
- b) Weather forecasts;
- c) Places of interest;
- d) Visa information;
- e) Travel alerts;
- f) Location of hotels and restaurants;
- g) Information including the cost of public transport;
- h) Rules and procedures of the airports;
- i) Business etiquette specific to the country;
- j) Airline baggage policy; and

k) Supplier updates

- 15.10.1. Electronic voucher retrieval via web and smart phones;
- 15.10.2. SMS notifications for travel confirmations;
- 15.10.3. Travel audits;
- 15.10.4. Global Travel Risk Management;
- 15.10.5. VIP services for Executives that include but is not limited to check-in support.
- 15.11. Cost Management
  - 15.11.1. The National Treasury cost containment initiative and the Ports Regulator of South Africa's Travel Policy is establishing a basis for a cost savings culture.
  - 15.11.2. It is always the obligation of the Travel Management Company Consultant to advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions.
  - 15.11.3. The Travel Management Company plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
  - 15.11.4. The Travel Management Company should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Ports Regulator of South Africa's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.
- 15.12. Quarterly and Annual Travel Reviews
  - 15.12.1. Quarterly reviews are required to be presented by the Travel Management Company on all Ports Regulator of South Africa travel activity in the previous three-month period. These reviews are comprehensive and presented to Ports Regulator of South Africa's Procurement and Finance teams as part of the performance management reviews based on the service levels.
  - 15.12.2. Annual Reviews are also required to be presented to Ports Regulator of South Africa's Senior Executives.

15.12.3. These Travel Reviews will include without limitation the following information

15.12.4. Institution to list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

15.13. Office Management

15.13.1. The Travel Management Company to ensure high quality service to be always delivered to the Ports Regulator's travellers. The Travel Management Company is required to provide Ports Regulator with highly skilled and qualified human resources of the following roles but not limited to:

- Senior (dedicated) Consultant or dedicated team leader for consultant, with a minimum of three (3) years' relevant experience
- Junior (dedicated) Consultant, with a minimum of three (3) years' relevant experience
- Dedicated Admin Back Office (Creditors / Debtors/Finance Processors), with a minimum of three (3) years' relevant experience

16. **PRICING MODEL**

16.1. NB: PRICING SCHEDULE CONTAIN FORMULAS THEREFORE IT MUST BE COMPLETED ON THE COMPUTER RATHER THAN BY HAND

16.2. Transaction Fees

16.2.1. Refer Annexure A3: Pricing Schedule

16.2.2. 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.

16.3. Volume Driven incentives

16.3.1. No override commissions earned through Ports Regulator of South Africa reservations will be paid to the Travel Management Companies;

16.3.2. An open book policy will apply, and any commissions earned through the Ports Regulator of South Africa volumes will be reimbursed to Ports Regulator of South Africa.

16.3.3. Travel Management Companies are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

## 17. **EVALUATION AND SELECTION CRITERIA**

17.1. This bid shall be evaluated in four (4) stages.

- Stage 1

Mandatory Requirements

- Stage 2

Bids will be evaluated on functionality

- Stage 3

Bids will be evaluated on presentation and demonstration

- Stage 4

Evaluation in terms of 80/20 Preference Points System

### 17.2 **Mandatory Requirements (Stage 1)**

17.2.1 Failure to submit/attach proof of the following with the proposal will disqualify the bidder's proposal.

17.2.2 A resolution authorizing a person to sign the bid documents (Full completion and or resolution on company letterhead).

17.2.3 Bidder must be a member of ASATA (Association of Southern African Travel Agents) attach proof of registration (letter of good standing or copy of valid certificate).

17.2.4 Bidder must be a member of IATA (International Air Transport Association), attach proof of registration (letter of good standing or copy of valid certificate).

17.2.5 Bidders are required to submit proof of registration with National Treasury Central Supplier Database (CSD) in a form of CSD Report.

17.2.6 Bidders are required to submit completed Standard Bidding Documents (SBD's).

***Note: Failure to provide all of the above requested information will lead to disqualification.***



### 17.3 Evaluation of Functionality (Stage 2)

The functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	SCORE
Company Experience	<p>Demonstrate the /bidder's ability to execute the travel management services in a public sector-based environment by successfully completed/running contracts - Confirmation not older than five years.</p> <p>NB: Each contract must have ran/completed a work for a period of at least 1 year.</p> <p>The bidder must provide Proof of Evidence (POE); at least three (3) minimum current or previous contracts. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract.</p> <p>(Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.)</p> <ul style="list-style-type: none"> <li>• 5 or more contracts: scores 15</li> <li>• 3 - 4 contracts: scores 5</li> <li>• 1 - 2 contract: scores 3</li> </ul>	15
Business Relations with various hotel/lodges	<p>Bidders are required to submit six (6) confirmation letters with letterheads from hotels/lodges that they have healthy business relationships. (e.g. good standing) - <b>Confirmation not older than five years</b></p> <ul style="list-style-type: none"> <li>• Good Business relation with 6 or more Hotels/lodges: scores 10</li> </ul>	10

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	SCORE
	<ul style="list-style-type: none"> <li>• Good Business relation with 5 Hotel/lodges; scores 7</li> <li>• Good Business relation with 5 Hotel /lodges: scores 5</li> <li>• Good Business relation with 4 Hotel/lodges; scores 3</li> <li>• Good Business relation with 3 Hotel/lodges; scores 1</li> </ul>	
Business Relations with various car rental companies	<p>Bidders are required to submit confirmation signed letters with letterheads from the car rental companies that they have healthy business relationships. (good standing) - <b>Confirmation not older than five years</b></p> <ol style="list-style-type: none"> <li>Good Business relation with 5 or more car rental companies: scores 10</li> <li>Good Business relation with 4 car rental companies: scores 8</li> <li>Good Business relation with 3 car rental companies: scores 6</li> <li>Good Business relation with 2 car rental companies: scores 4</li> <li>Good Business relation with 1 car rental companies: scores 2</li> </ol>	10
Technical team	<p>Composition of key technical team to be utilized in the execution of the contract consist of the following professions:</p> <p>Attach copies of relevant CV's for each, clearly indicating a detailed profile of their previous work</p>	15

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	SCORE
	<p>experience, with a minimum of three (3) years' relevant experience for each profession</p> <ul style="list-style-type: none"> <li>▪ Senior (dedicated) Consultant or dedicated team leader for consultant, with a minimum of three (3) years' relevant experience - scored 5</li> <li>▪ Junior (dedicated) Consultant, with a minimum of three (3) years' relevant experience - scored 5</li> <li>▪ dedicated Admin Back Office (Creditors / Debtors/Finance Processors), with a minimum of three (3) years' relevant experience - scored 5</li> </ul> <p>Key professions as referred above with less than 3 years' relevant experience will be scored zero.</p>	
<b>Total</b>		<b>50</b>

NB: Bidders that fail to score minimum of 35/50 points (equivalent Seventy Percent (70%) on functionality will not be considered further for evaluation.

#### 17.4 Presentation and demonstration of the systems (Stage 3)

The applicable values that will be utilized when scoring each criterion ranges are listed below: Presentation must not exceed 60 minutes

##### 17.4.1 Rating Scale that BEC Members:

Rating	Definition	Points
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5

Rating	Definition	Points
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

#### 17.4.2 Presentations / Demonstration Evaluation Criteria:

Criteria	Guideline	Maximum
Presentation	Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results	5
	- Value added Services - Provide information on any value-added services that can be offered to [Ports Regulator of South Africa].	5
	Manage all reservations/ bookings.  Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc.  This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency	5
Demonstration of online booking System	Describe the proposed booking system  Functional / operational systems from capturing of request by travel co-ordinator, request for quotations, approval workflow, order creation, invoice, statement printing, back office and analysis/reports as requested by the client at time of demonstration/presentation  I. Non - functional operational system – 1 point  ii. Partial - functional operational system – 3 points  II. Fully functional operational system- 5 points	5

Criteria	Guideline	Maximum
Total		20

NB: Bidders that fail to score minimum of 15/20 points (equivalent to 75%) on second stage will not be considered further evaluation on price and BBBEE.

#### 17.5 Price and BBBEE (Stage 4)

Bids will be evaluated in accordance with 80/20 preference points system as stipulated below:

- 17.5.1 Only bids that achieve the minimum qualifying score second stage will be evaluated further in accordance with the 80/20 preference points system.
- 17.5.2 Calculation of points for the price;
- 17.5.3 The PPPFA prescribes that the lowest acceptable bid will score 80 points for the price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
- 17.5.4 Calculating of points for B-BBEE status level of contribution
- 17.5.5 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

B-BBE Status Level of Contributor	Number of Points
Non-compliant contributor	0

17.5.6 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof. To claim the B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor;

- B-BBEE Status level certificate issued by an authorized body or person;
- An affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;

NB: Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B- BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.

17.5.7 A trust, consortium or joint venture will qualify for points for the 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 BBEE scorecard is prepared for every separate bid. Any bid that is qualified by the bidder's own conditions will automatically be disqualified.

17.5.8 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract. It is expected that the consultant will regularly affect all recommended amendments before the plan or document is resubmitted to relevant stakeholders. The Ports Regulator of South Africa reserves the right not to award the bid to any service provider, or to various Service Providers.

## **18 GENERAL CONDITIONS OF CONTRACT**

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

18.1.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Ports Regulator of South Africa is prepared to enter a contract with the successful Bidder(s).

- 18.1.2 The bidder submitting the General Conditions of Contract to Ports Regulator of South Africa together with its bid, duly signed by an authorised representative of the bidder.

## **19 CONTRACT PRICE ADJUSTMENT**

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

STATS SA P0141 (CPI), Table E	Table E - All Items
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## **20 NEGOTIATIONS .**

- 20.1 Ports Regulator of South Africa reserves the right to negotiate with the bidders prior to award.

## **21 SERVICE LEVEL AGREEMENT**

- 21.1 Upon award Ports Regulator of South Africa and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Ports Regulator of South Africa

- 21.2 Ports Regulator of South Africa reserves the right to vary the proposed Service Level Agreement during negotiations with a bidder by amending or adding thereto.

- 21.3 Bidder(s) are requested to:

- 21.3.1 Comment on draft Service Level Agreement and where necessary, make proposals to the indicators;
- 21.3.2 Explain each comment and/or amendment; and
- 21.3.3 Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Agreement for ease of reference.
- 21.3.4 Ports Regulator of South Africa 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 Ports Regulator of South Africa or pose a risk to the organisation.

## **22 SPECIAL CONDITIONS OF THIS BID**

- 22.1 Ports Regulator of South Africa reserves the right:

- 22.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same



opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

22.3 To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.

22.4 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

22.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bid have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

22.6 Ports Regulator of South Africa requires bidder(s) to declare

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

22.8 Confirm that the bidder(s) is to: –

- 22.8.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of Ports Regulator of South Africa;
- 22.8.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 22.8.3 Act with circumspection and treat Ports Regulator of South Africa fairly in a situation of conflicting interests;
- 22.8.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 22.8.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Ports Regulator of South Africa.
- 22.8.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 22.8.7 To conduct their business activities with transparency and consistently uphold the interests and needs of Ports Regulator of South Africa as a client before any other consideration; and
- 22.8.8 To ensure that any information acquired by the bidder(s) from Ports Regulator of South Africa will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 23.1 Ports Regulator of South Africa reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Ports Regulator of South Africa or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 23.2 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 23.3 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 23.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Ports Regulator of South Africa's officers, directors, employees, advisors or other representatives;
- 23.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 23.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 23.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 23.8 Has in the past engaged in any matter referred to above; or
- 23.9 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

24.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that Ports Regulator of South Africa relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

24.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by Ports Regulator of South Africa against the bidder notwithstanding the conclusion of the Service Level Agreement between Ports Regulator of South Africa and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **25 PREPARATION COSTS**

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

## **26 INDEMNITY**

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

## **27 PRECEDENCE**

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

## **28 LIMITATION OF LIABILITY**

28.1 A bidder participates in this bid process entirely at its own risk and cost. Ports Regulator of South Africa shall not be liable to compensate a bidder on any grounds

whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **29 TAX COMPLIANCE**

29.1 No bid shall be awarded to a bidder who is not tax compliant. Ports Regulator of South Africa reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Ports Regulator of South Africa, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Ports Regulator of South Africa further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

## **30 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

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

## **31 GOVERNING LAW**

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

## **32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

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

### **33 CONFIDENTIALITY**

33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid will be disclosed by any bidder or other person not officially involved with Ports Regulator of South Africa's examination and evaluation of a bid

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

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

### **34 PORTS REGULATOR OF SOUTH AFRICA PROPRIETARY INFORMATION**

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

### **35 AVAILABILITY OF FUNDS**

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

### **36 REQUESTS FOR FURTHER INFORMATION**

All enquiries regarding the bid may be directed to the following designated email address:

For bid and technical enquiries, please contact:

Terms of Reference for the Appointment of Travel Management Service Provider for a period of three (3) years



SCM Team

Email: [tenders@portsregulator.org](mailto:tenders@portsregulator.org)

- The bidder/s must provide proof of ICASA registration (Licence) or infrastructure providers' certificate.

### **37 PUBLICATIONS**

- Etender Portal (National Treasury)
- Ports Regulator of South Africa website
- Advert period: Minimum of 21 days.
- There will be a virtual non-compulsory briefing session