Request for Proposal for Appointment of Travel Management Companies To Provide Travel Management Services to The National Department of Employment and Labour For the period of 36 months

RFB Number: LAB 01/2023

Date Issued: 23 June 2023

Closing date and time: 20 July 2023 at 11h00

Bid Validity Period: 90 days

TENDER BOX ADDRESS:

ADDRESS : 310 Paul Kruger Street
ADDRESS : Pretoria
ADDRESS : 0002

TABLE OF CONTENT

1. INTRODUCTION 4
2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP) 4
3. DEFINITIONS 4
4. LEGISLATIVE FRAMEWORK OF THE BID 6
4.1. Tax Legislation 6
4.2. Procurement Legislation 7
4.3. Technical Legislation and/or Standards 7
4.4. Labour Department Acts, Rules and Regulation 8
5. BRIEFING SESSION 8
6. TIMELINE OF THE BID PROCESS 8
7. CONTACT AND COMMUNICATION 8
8. LATE BIDS 10
9. COUNTER CONDITIONS 10
10. FRONTING 10
11. SUPPLIER DUE DILIGENCE 11
12. SUBMISSION OF PROPOSALS 11
13. PRESENTATION / DEMONSTRATION 12
14. DURATION OF THE CONTRACT 12
SCOPE OF WORK 12
14.1. Background 12
14.2. Travel Volumes 12
14.3. Service Requirements 14
14.3.1. General 14
14.3.2. Reservations 15
14.3.3. Air Travel 16
14.3.4. Accommodation 17
14.3.5. Car Rental and Shuttle Services 19
14.3.6. After Hours and Emergency Services 20
14.4. Communication 20
14.5. Financial Management 21
14.6. Technology, Management Information and Reporting 21
14.7. Account Management 23

14.8. Value Added Services 24
14.9. Cost Management 25
14.10. Quarterly and Annual Travel Reviews 25
14.11. Office Management 26
15. PRICING MODEL 26
15.1. Transaction Fees 26
16. EVALUATION AND SELECTION CRITERIA 26
17. GENERAL CONDITIONS OF CONTRACT 37
18. CONTRACT PRICE ADJUSTMENT 38
19. SERVICE LEVEL AGREEMENT 38
20. SPECIAL CONDITIONS OF THIS BID 38
21. DEPARTMENT OF EMPLOYMENT AND LABOUR] REQUIRES BIDDER(S) TO DECLARE 39
22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD 40
23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT 41
24. PREPARATION COSTS 42
25. INDEMNITY 42
26. PRECEDENCE 42
27. LIMITATION OF LIABILITY 42
28. TAX COMPLIANCE 42
29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS 43
30. GOVERNING LAW 43
31. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL 43
32. CONFIDENTIALITY 43
33. Department of Employment and Labour PROPRIETARY INFORMATION 44
34. AVAILABILITY OF FUNDS 44

1. INTRODUCTION

The Department of Employment and Labour strives for a labour market which is conducive to investment, economic growth, employment creation and decent work. The Department of Employment and Labour is a National Department which operate from its Head Office based in Pretoria, Supported Employment Enterprise Factories, nine (9) Provincial Offices and Labour Centres throughout the Country.

2. PURPOSE OF THIS REQUEST FOR BID (RFB)

The purpose of this Request for BID (RFB) is to solicit proposals from potential bidder(s) for the provision of automated online Travel Management Services to Department of Employment and Labour

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

This RFB does not constitute an offer to do business with Department of Employment and Labour, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

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

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

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.

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 successful bidder which all expenditure is charged.

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

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

OBT is Online Booking Tool

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 successful bidder and department of employment and labour that defines the level of service expected from the both parties.

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 successful bidder 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 (successful bidder) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to Department of Employment and Labour 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**

Department of Employment and Labour 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).

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

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

4.4 **Department Employment and Labour Acts; Rules and Regulations**

Bidder(s) should be compliant to all Department of Employment and Labour Acts, Rules and Regulation. Bidders(s) should remain complaint throughout the contract, in relation to Phase 4 of the Evaluation and Selection Criteria.

4.5 **PROTECTION OF PERSONAL INFORMATION**

The successful bidder shall comply with the provisions of all Data Protection Legislation, that apply in relation to any Personal Information Processed in connection with this Agreement, and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data Protection Laws to Personal Information and Promotion of Access to Information Act 2000 (Act 2 0f 2001)

5. BRIEFING SESSION

A Compulsory briefing and clarification session will be held through microsoft team where the Department of Employment and Labour Head Office to clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders must attend the briefing session as proposals of bidders who did not attend the briefing session will not be considered.

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid	**23 June 2023**
Compulsory briefing and clarification session	**06 July 2023 at 10H00**
Bid closing date	**20 July 2023 at 11H00**

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

Any time or date in this bid is subject to change at Department of Employment and Labour's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Employment and Labour 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 Department of Employment and Labour 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. A nominated official of the bidder(s) can make enquiries in writing, to the specified Central e-mail: **HQtenders@labour.gov.za**, Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

7.2. The delegated office of Department of Employment and Labour may communicate with Bidder(s) where clarity is sought in the bid proposal.

7.3. Any communication to an official or a person acting in an advisory capacity for Department of Employment and Labour in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

7.4. All communication between the Bidder(s) and Department of Employment and Labour must be done in writing.

7.5. Whilst all due care has been taken in connection with the preparation of this bid, Department of Employment and Labour 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. Department of Employment and Labour, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Employment and Labour (other than minor clerical matters), the Bidder(s) must promptly notify Department of Employment and Labour in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Employment and Labour an opportunity to consider what corrective action is necessary (if any).

7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Employment and Labour will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.8. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

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 Department of Employment and Labour may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

Department of Employment and Labour reserves the right to conduct supplier due diligence prior to final award. This include but not limited to compliance to UIF, CF and any other Departmental regulations related to this Bid. Should the shortlisted bidder be found not be compliant with the Regulations, the department may regard the bid as non-responsive. Furthermore, the successful bidder must remain compliant for the duration of the contract period or the contract may be terminated.

12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be placed in the tender box at 310 Paul Kruger Street in Pretoria on or before the **20 July 2023 at 11H00.**

12.2. Bid documents will only be considered if received by Department of Employment and Labour before the closing date and time.

12.3. The bidder(s) are required to submit two (2) copies of each file. (One (1) original and two (2) duplicate) with content of the entire proposal by the **20 July 2023** at **11:00.** Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE)
Exhibit 1: Pre-qualification documents	**Exhibit 1:** Pricing Schedule
Exhibit 2: • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. *(Refer to Section 17.2 - Phase 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)*	
Exhibit 3: • Company Profile • Any other supplementary information	

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

13. PRESENTATION / DEMONSTRATION

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

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months.

15. SCOPE OF WORK

15.1. Background

Department of Employment and Labour currently using an automated online booking tool solution, this travel program is managed and integrated into one seamless solution for bookings online, full approval flow, travel policy compliance monitoring, expenditure reconciliation with the lodge card, reporting and 24/7 support.)

Department of Employment and Labour's primary objective in issuing this BID is to source the service of successful bidder (s) to assist the department in achieve the following:

a) A consistent and reliable traveller satisfaction within the Department
b) A value for money service with third parties and obtaining the cost savings for the Department of Employment and Labour **without** any degradation in the services.
c) An efficient and effective travel bookings/reservation services to the Department.

15.2. Travel Volumes

The current Department of Employment and Labour total volumes per annum include air travel, accommodation, car hire, forex, conference, chauffer services and travel

insurance etc. The table below details the number of transactions for the FY 2022 to date as follows which excludes other charges other than direct costs:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	11566	R 24 965 870.92
Air Travel - Regional & International	95	R 4 064 597.55
Car Rental - Domestic	3234	R 12 237 065.16
Car Rental - Regional & International	Nil	Nil
Accommodation - Domestic Regional & International	43001	R 189 179 927.60
Transfers - Domestic Regional & International	3597	R 3 228 475.00
Bus/Coach bookings	7	R 1 150 400.00
Train - Regional & International	0	R 36 257
Tour Operators	45	R 1 136 238.78
Parking	1	R 600.00
Insurance	46	R 20 886.00
Forex	0	0
GRAND TOTAL	**61602**	**R 236 024 746 .48**

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

15.3. **Service Requirements**

15.3.1. **General**

The successful bidder will be required to provide automated online travel management services. Short listed bidders will be required to demonstrate their system during the Presentation Phase.

Deliverables under this section include without limitation, the following:

a. The travel services will be provided to all travellers travelling on behalf of Department of Employment and Labour, locally and internationally. This will include employees; contractors; consultants and clients where the agreement is that Department of Employment and Labour is responsible for the arrangement and cost of travel;

b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) excluding public holidays and provide after hours and emergency services as stipulated in paragraph 14.3.6

c. Familiarisation with Department of Employment and Labour 's current travel business processes;

d. Familiarisation with Travel Suppliers and negotiated agreements that may be in place between Department of Employment and Labour and third parties. Assist with further negotiations for better deals with travel service providers;

e. Familiarisation with current Department of Employment and Labour Travel Policy and implementations of controls to ensure compliance;

f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the successful bidder 's account, subject to the outcome of a formal dispute process;

g. Provide a facility for Department of Employment and Labour to update their travellers' profiles;

h. Manage the third party service providers by addressing service failures and complaints against these service providers;

i. Consolidate all invoices from travel suppliers and provide invoices for the service rendered as per the Service Level Agreement (SLA) that will concluded;

j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent successful bidder to ensure a smooth transition.

k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of similar operations to the Department of Employment and Labour.

l. All bidders must be registered with International Air Transport Association (IATA) and of ASATA (Association of South African Travel Agents) and it must be on the bidder name, Proof of such membership must be submitted with the bid at closing date and time.

15.3.2. **Reservations:**

The Successful bidder will:

a. Provide end to end online booking tool to make bookings and reservations. (no human intervention).

b. Provide online signature tool for bookings and approvals.

c. The Online Booking Tool to have capabilities to flag all policy and cost containment transgression.

d. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker;

e. Appraise 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;

f. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits for International Reservations

g. Book the negotiated discounted fares and rates where possible;

h. 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;

i. Respond timely and process all queries, requests, changes and cancellations timeously and accurately;

j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times as per the SLA.

k. Advise the Traveller of all visa and inoculation requirements well in advance;

l. Visa applications will not be the responsibility of the successful bidder; however, the relevant information must be supplied to the traveller(s) where visas will be required;

m. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required;

n. Facilitate any reservations that are not bookable on the Global Distribution System (GDS);

o. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by Department of Employment and Labour are **non-commissionable**, where commissions are earned for Department of Employment and Labour bookings all these commissions should be returned to Department of Employment and Labour on a quarterly basis;

q. Ensure confidentiality and information in respect of all travel arrangements and concerning all persons requested by Department of Employment and Labour and

r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Department of Employment and Labour's instructions.

15.3.3. **Air Travel:**

a. The successful bidder's OBT must display all available flights and fares available with rules for domestic travel.

b. The successful bidder 's OBT must be able to book full service carriers as well as low cost carriers;

c. The successful bidder 's OBT will book the most cost effective airfares possible for domestic travel;

d. For international flights, the airline which provides the most cost effective and practical routings may be used;

e. For International travel the successful bidder should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller;

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

g. 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;

h. The successful bidder 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;

i. The successful bidder will be responsible for the tracking and management of unused and cancelled e-tickets as per agreement with the institution and provide a report on refund management once a quarter;

j. The successful bidder must during their report period provide proof that bookings were made against the discounted rates on the published fare where applicable;

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

l. Assist with lounge access if and when required.

15.3.4. **Accommodation:**

a. The successful bidder's OBT must display all accommodation facilities and rates available with rules for domestic travel in accordance to National Treasury cost containment National Treasury cost containment related to travel and subsistence. /and departmental policy.

b. The successful bidder 's OBT will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury;

c. The successful bidder 's OBT will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller;

d. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Department of Employment and Labour's travel policy.

e. Department of Employment and Labour travellers will use accommodation establishments with which the Department of Employment and Labour has negotiated Corporate Rates, falls within the Maximum Allowable Rates and Cost Containment Schedules provided by National Treasury. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the successful bidder will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Department of Employment and Labour;

f. Accommodation vouchers must be issued to all Department of Employment and Labour travellers for accommodation bookings and must be invoiced to Department of Employment and Labour as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges;

g. The successful bidder 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 and

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

15.3.5. **Car Rental and Shuttle Services:**

a. The successful bidder's OBT must display all car rental and shuttle services, rates available with rules for domestic travel in accordance to National Treasury cost containment related to travel and subsistence. /and departmental policy.

b. The successful bidder 's OBT will book the approved category vehicle in accordance with the Department of Employment and Labour Travel Policy with the appointed car rental successful bidder from the closest rental location (airport, hotel and venue);

c. The Travel Consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements;

d. The successful bidder must ensure that relevant information is shared with travellers regarding rental vehicles, e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.;

e. The successful bidder 's OBT must be able to facilitate group transportation bookings to the Department of Employment and Labour that may include rail, buses and transfers;

f. For International Travel the successful bidder may offer alternative ground transportation to the Traveller that may include rail, buses and transfers;

g. The successful bidder should manage shuttle companies on behalf of the Department of Employment and Labour and ensure compliance with minimum standards. The successful bidder should also assist in negotiating better rates with relevant shuttle companies and

h. The successful bidder must during their report period provide proof that negotiated rates were booked, where applicable.

15.3.6. **Conference Facilities (when required).**

a. The successful bidder must source conference facility according to the specification provided

b. Assist to negotiate rates for group bookings and conferences

c. The successful bidder to source at least three (3) quotations for the conference

d. The Department reserves the right to conduct the Site inspection/visits with the selected venues and facility.

15.3.7. **After Hours and Emergency Services:**

a. The successful bidder must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans;

b. A dedicated consultant/s must be available to assist officials of the Department and VIP/Executive Travellers with after hour or emergency assistance.

c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

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

e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

f. Successful bidder to take responsibility of afterhours charges where they are proven to be at fault.

15.4. **Communication:**

15.4.1. The successful bidder will be required to conduct:

i. Navigation sessions for Travel Bookers/travellers/approvers on implementations and new developments on the system of Department of Employment and Labour.

ii. Workshops,

iii. Training and refresher courses

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

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

15.5. **Financial Management:**

15.5.1. The successful bidder must implement the rates negotiated by Department of Employment and Labour with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury instruction related to travel and subsistence where applicable;

15.5.2. The successful bidder will be responsible to manage the successful bidder accounts. This will include the timely receipt of invoices to be presented to Department of Employment and Labour for payment within the agreed time period;

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

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

15.5.5. Consolidate Travel Supplier bill-back invoices;

15.5.6. The successful bidder will use the Department of Employment and Labour Lodged Card for the payment of air, accommodation and ground transportation;

15.5.7. The successful bidder is responsible for the consolidation of invoices and supporting documentation online that will be made available to Department of Employment and Labour's Fleet & Auxiliary Services Directorate on the agreed time period (e.g. weekly). This includes attaching; Purchase Order and other supporting documentation (Suppliers Invoices and Approved Submission in case of International Travel) to the invoices reflected on the credit card statement and

15.5.8. Ensure Travel Supplier accounts are settled timeously.

15.6. **Technology, Management Information and Reporting:**

15.6.1. The successful bidder must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools;

15.6.2. The successful bidder must provide a full end to end Online Booking Tool to facilitate domestic bookings to optimise the services and related fees

15.6.3. Provide online signature for bookers and approvers

15.6.4. All management information and data input must be accurate;

15.6.5. The successful bidder will be required to provide the Department of Employment and Labour 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

15.6.6. Reports must be accurate and be provided as per Department of Employment and Labour'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).

15.6.7. Department of Employment and Labour may request the successful bidder to provide additional management reports.

15.6.8. Reports must be available in an electronic format for example Microsoft Excel.

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

i. Travel

a) Detailed 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.
h) Booking statistics third parties

ii. Finance

a) Reconciliation of commissions/rebates or any volume driven incentives;
b) Creditor's ageing report per cost centre
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) Expenditure per cost centre report
j) Monthly Bank Settlement Plan (BSP) Report;
k) Refund Log;
l) Open voucher report, and
m) Open Age Invoice Analysis.
n) Unused flight tickets

15.6.10. The successful bidder 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.

15.7. **Account Management**

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

15.7.2. The successful bidder must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Employment and Labour's account.

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

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

15.7.5. Ensure that the Department of Employment and Labour's Travel Policy is enforced.

15.7.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the successful bidder.

15.7.7. Ensure that workshops/training are provided to Travellers and/or Travel Bookers

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

15.8. **Value Added Services**

The successful bidder must provide the following value added services:

15.8.1. Destination information for regional and international destinations:

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

15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

15.8.4. Travel audits;

15.8.5. Global Travel Risk Management;

15.8.6. VIP services for Executives that include, but is not limited to check-in support.

15.9. **Cost Management**

15.9.1. The National Treasury cost containment instruction related to travel and subsistence initiative and the Department of Employment and Labour's Travel Policy is establishing a basis for a cost savings culture.

15.9.2. It is the obligation of the successful bidder Consultant to advice on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

15.9.3. The successful bidder 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.

15.9.4. The successful bidder 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 Department of Employment and Labour'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.

15.10. **Quarterly and Annual Travel Reviews**

15.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all Department of Employment and Labour travel activity in the previous three-month period. These reviews are comprehensive and presented to Department of Employment and Labour's Procurement and Finance teams as part of the performance management reviews based on the service levels.

15.10.2. Annual Reviews are also required to be presented to Department of Employment and Labour's Senior Executives.

15.11. **Office Management**

15.11.1. The successful bidder must ensure high quality service to be delivered at all times to the Department of Employment and Labour's travellers. The successful bidder is required to provide Department of Employment and Labour with highly skilled and qualified human resources of the following roles but not limited to:

a. Travel Manager (Operational)-Key Accounts Manager.
b. Senior Consultants
c. Intermediate Consultants
d. Junior Consultants
e. Finance Manager / Branch Accountant
f. Admin Back Office (Creditors / Debtors/Finance Processors)
g. Strategic Account Manager (per hour)
h. System Administrator (General Admin)

16. PRICING MODEL

Department of Employment and Labour requires bidders to propose pricing models being the transactional fee model.

Transaction Fees

Refer Annexure A3: Pricing Schedule

16.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

i. Off-site option **(Template 1)**

17. EVALUATION AND SELECTION CRITERIA

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

Stage	Description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	YES
Phase 2	Mandatory requirements	YES
Phase 3	Evaluation on functionality	YES
Phase 4	Report on IES Inspection	YES
Phase 4	Presentation	YES
Phase 5	Evaluation on Price and Specific goals	YES

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Submission of bid response: The bidder has submitted a bid response documentation pack –

i. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;

ii. in the correct format as one original document, two copies and an electronic copy in PDF format (non-erasable media to be used). *Any variance between artefacts will result in disqualification.*

PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour is unable to verify whether the pre-qualification requirements are met, then Department of Employment and Labour reserves the right to –

- Reject the bid and not evaluate it, or
- Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

(a) The Service providers must be registered with the Central Supplier Database. Service providers are required to provide the Department with the MAAA... number

(b) Bidder/s must comply with basic Labour Relations Act/s, E.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA.

(c) **Attendance at compulsory briefing session:** All bidders are required to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document.

(d) The total Bidding price must be written correctly and in full on all required SBD forms as well as the proposal/quotation.

(e) Completed and Signed Standard Bidding Documents (SBD forms)

(f) Certified ID copies of Company Members and Shareholders, at the point of submission.

(g) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.

(h) No late bids shall be accepted.

(i) Please note that any enquiries must be directed via e-mail or telephone and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 days before the closing date.

(j) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.

(k) Bids should be held valid for a period of 90 days.

PHASE 2: MANDATORY REQUIREMENTS

a) The prospective bidders must attach a Valid ASATA certified copy and it must be on the bidder name (certified copy).

b) The prospective bidders must submit their International Air Transport Association (IATA) licence (certified copy) at closing date it must be on the bidder name.

c) Travel Manager (Operational) - Key Accounts Manager must have qualifications and experience in Finance and Travel industry pertaining this bid. (Attach certified copies and CV).

d) The prospective Service Provider must be ISO/IEC 27001 compliant (attach copy).

Please note that failure to provide any of the mandatory documents/requirements will lead to automatic disqualification of the service provider's bid.

PHASE 3: EVALUATION ON FUNCTIONALITY

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) and Mandatory requirements (Phase 2) will be evaluated for Functionality (Phase 3) will be evaluated as follows:

Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 75 points.

	CRITERIA	Scoring Guide	Weight
1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent successful bidder to ensure a smooth transition with a start dates and end dates.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
2	Provide reference letters from at least three (3) contactable clients (not older than 7 years) which are of a similar operation to Department/Organisation/Client whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.	0= No letter provided 1= 1 contactable letters 2= 2 contactable letters 3= 3-4 contactable letters 4= 5 contactable letters 5= More than 5 contactable letters	10
3	**Manage all reservations/ bookings.**	1= Poor	10

	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, what is the turnaround time and additional proof of competency.	2=Average 3=Good 4=Very good 5=Excellent	
4	**Manage group bookings (Venues and conferences Facilities and bus Services)** Describe your capabilities for handling conference facility, group bookings for Accommodation and Transport. What is the turnaround time?	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5
5	**Directly negotiated rates** Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by Department/Organisation/Client are **non-commissionable**, where commissions are earned for Department/Organisation/Client bookings, all these commissions should be returned to Department/Organisation/Client on a quarterly basis. Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates. successful bidder's to provide proof of negotiations directly handled with third party service providers, in the benefit for the client. successful bidder should provide POE's of negotiated rates which are competitive to the government	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5

	negotiated rates (Flights, Accommodation, Car Hire, etc.)		
6	**Manage airline reservations.** Describe in detail the process of booking the most cost-effective and practical routing for the traveller. This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
7	**After-hours and emergency services** The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. - how it is accessed by Travellers, - Where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 Remind the client to process purchase orders within 24 hours to reduce queries on invoices. Provide POE's of quantities and turnaround time of after hour bookings process.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5
8	**Communication** Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow. POE's of matter of effective	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5

	communication. (Travel Vouchers, sms', emails and booking confirmations)		
9	**Financial Management** Describe how you will implement the negotiated rates and maximum allowable rates established either by the Department/Organisation/Client or the National Treasury. Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to Department/Organisation/Clients Please describe method of payment; reconciliation processes, submission of invoices. Successful bidder 's to submit POE's of account reconciliation, submission of invoices and bill back and pre-payments	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
10	**Technology, Management Information and Reporting** Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. Describe how you will manage and protect data and management information such as traveller profiles, tracking of savings and	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	15

	missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in **Section 5.6.**) Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. Provide a description of all technology and reporting products proposed for Departments/Organisation/Client. Can the successful bidder comply with the Departments/Organisation/Client's monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17.		
11	**Account Management** Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. What is in place to ensure that the Departments/Organisations/Clients' travel Policy is enforced? How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers Monthly/Quarterly Meetings, Training of staff on new	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5

	developments		
12	**Cost Management** 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 Department to realise cost savings on annual travel spend. **Quarterly and annual Travel Reviews** Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5
13	**Office Management** Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow. Describe roles and responsibilities of assigned staff. Please provide the management hierarchy. Describe type of training provided to travel agency personnel	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	5
Total Score			100
Minimum threshold for technical proposal			75%

NB: All bidders with a score less than 75% out of 100% on technicality will not be considered for the next stage/phase.

Scoring Guideline

A point scoring system would be utilized as follows:

SCORE	DESCRIPTION
1	**Does not meet requirements, or no information supplied.** • **less than 1 POE =1**
2	**Meet some of the requirements** • **1 - 2 POE's =2**

3	**Almost meet all requirements** • **3 POE's =3**
4	**Fully meet all requirements** • **4-5 POE's =4**
5	**Exceeds all requirements** • **6 POE's & above =5**

PHASE 4: PRESENTATION

Bidders that have passed Phase 3 stage of evaluation will proceed to Phase 4 of evaluation which is Presentation and IES Inspection. Prospective bidders who score a minimum of 75 points or more will be considered for the next phase, Phase 5 (Price and Specific Goals).

Technical Scorecard

	Sub-Criteria	Scoring Guide	Weight
	Presentation	The prospective successful bidder must demonstrate the booking process on the automated online booking system from the request till the service is enjoyed. (start to end)	40%
		Provide a presentation on the process of archiving and retrieval reports of both finance and administrative and also method of Meetings with the DEL Travel Team.	30%
		Demonstrate the capabilities of account reconciliation with credit card/Virtual card service provider	10%

		Demonstrate the Inclusion of the Digital signature for the quality assurer/approvers for the approval flow without interruption.	20%
Total Technical score			**100%**

All bidders who score less than 75% out of 100% on Presentation will not be considered for further evaluation on Price and Specific Goals.

A point scoring system would be utilized as follows for the Presentation

SCORE	DESCRIPTION
1	**Does not meet requirements, or no information supplied.**
2	**Meet some of the requirements**
3	**Almost meet all requirements**
4	**Fully meet all requirements**
5	**Exceeds all requirements**

Phase 5 Evaluation

1. **Price (80 points)**

2. **Specific goals (20 Points)**

Goals	Number of points (10 points)

Creation of new jobs or the intensification of Labour absorption: 10 points will be equal to creation of 50 or more jobs in the last 5 years 8 points will be equal to creation of 40 or more jobs in the last 5 years 6 points will be equal to creation of 30 or more jobs in the last 5 years 4 points will be equal to creation of 20 or more jobs in the last 5 years 2 points will be equal to creation of 10 or more jobs in the last 5 years 0 points will be equal to creation less than10.	10
Percentage owned by Women **5 points be equal to 100% ownership** (Points Will be calculated and allocated based on the % of ownership to the company)	5
South African Company 5 points will be allocated to a company that is 100% owned by South African citizens and not a subsidiary of a foreign owned company	5

a. Joint Ventures, Consortiums and Trusts

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

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

18. 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 Department of Employment and Labour is prepared to enter into a contract with the successful bidder (s).

b. The bidder submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the bidder.

19. CONTRACT PRICE

Contract price should be fixed for the duration of the contract.

20. SERVICE LEVEL AGREEMENT

20.1. Upon award Department of Employment and Labour and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Employment and Labour, more or less in the format of the draft Service Level Indicators included in this tender pack.

20.2. Department of Employment and Labour reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

21. SPECIAL CONDITIONS OF THIS BID

Department of Employment and Labour reserves the right:

21.1. To negotiate with one or more prospective bidder(s) identified in the evaluation process, regarding any terms and conditions, including price.

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

21.3. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

21.4. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated.

21.5. Award to multiple bidders based either on size or geographic considerations.

22. SERVICE PROVIDER SYSTEM/ INFORMATION SECURITY REQUIREMENTS

The service provider/bidder must ensure that security of the systems and platform that is going to host travel request system/application meet the minimum security standards requirements, the proposal must indicate and respond this to points: -

1. Compliance with POPI Act in terms of Citizens/Department personnel personal information to be captured on the application.
2. If the service provider host information on cloud it must be within the SA borders as per the DPSA Cloud directive requirements (Directive on Public Service Information System signed in 2002 provides directive on how information security governance, practise and other related procedures needs to be followed to ensure protection of information and technology assets. Key directives:
    a. Information system acquisition, development and maintenance,
    b. Communications and operations management,
    c. Access control,
    d. Mobile and remote control,
    e. Use of information assets,
    f. Cloud security),
    g. Electronic signature)
3. The prospective Service Provider must be ISO/IEC 27001 compliant.

23. DEPARTMENT OF EMPLOYMENT AND LABOUR REQUIRES BIDDER(S) TO DECLARE

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

23.1. Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Employment and Labour;

b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

c. Act with circumspection and treat Department of Employment and Labour fairly in a situation of conflicting interests;

d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Employment and Labour;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Employment and Labour as a client before any other consideration; and

h. To ensure that any information acquired by the bidder(s) from Department of Employment and Labour will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

24.1. Department of Employment and Labour reserves its right to disqualify any bidder who either itself or any of whose member's directors or members of senior management, whether in respect of Department of Employment and Labour or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Employment and Labour's officers, directors, employees, advisors or other representatives;

d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g. Has in the past engaged in any matter referred to above; or

h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

25.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Employment and Labour relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

25.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Employment and Labour against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Employment and Labour 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.

26. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Employment and Labour, 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.

27. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Employment and Labour 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 Department of Employment and Labour harmless from any and all such costs which Department of Employment and Labour may incur and for any damages or losses Department of Employment and Labour may suffer.

28. PRECEDENCE

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

29. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Employment and Labour 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.

30. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Employment and Labour 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 Department of Employment and Labour, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Employment and Labour further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

31. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Employment and Labour 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.

32. GOVERNING LAW

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

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

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

34. CONFIDENTIALITY

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

with Department of Employment and Labour 's examination and evaluation of a Tender.

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

Throughout this bid process and thereafter, bidder(s) must secure Department of Employment and Labour'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.

35. DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Employment and Labour 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).

36. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Employment and Labour 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.

SIGNED BY: Thuso Khaole

SIGNATURE AND DATE: 21-06-2023