

**Appointment of Travel Management Companies
To Provide Travel Management Services to the dtic for a period of 36 months**

ANNEXURE A1



TERMS OF REFERENCE

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF 1 TRAVEL AGENCY
TO FACILITATE, MANAGE AND MAINTAIN **the dtic** and EMIA CUSTOMERS'
TRAVEL AND ACCOMMODATION REQUIREMENTS FOR A PERIOD OF 36
MONTHS.**

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1. INTRODUCTION

- 1.1 The Department of Trade, Industry and Competition (**the dtic**) strives to create a dynamic industrial, globally competitive South African economy, characterised by inclusive growth and development, decent employment and equity, built on the full potential of all citizens.

The Department of Trade, Industry and Competition (**the dtic**) aims to promote structural transformation, towards a dynamic industrial and globally competitive economy, provide a predictable, competitive, equitable and socially responsible environment, conducive to investment, trade and enterprise development, broaden participation in the economy to strengthen economic development and continually improve the skills and capabilities of **the dtic** to effectively deliver on its mandate and respond to the needs of South Africa's economic citizens.

- 1.2. **the dtic** intends to carry out a procurement exercise to solicit proposals from experienced and professional travel agencies for the provision of travel and related services.
- 1.3. **the dtic** requires service providers to provide travel services for its employees and non-employees that travel extensively locally and internationally. Travel arrangements will consist of air travel, accommodation, airport transfers, shuttle services, car rentals and other travel services through the appointed service provider.
- 1.4 **the dtic** does not guarantee exclusive procurement from the Travel Agent/s nor any minimum order or quantity of services or an equal distribution of procurement.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services (i.e. using both Traditional and an On-line or automated system) to **the dtic**.

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

This bid does not constitute an offer to do business with **the dtic**, 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.

gCommerce refers to the Government's buy-site for transversal contracts (i.e. www.gcommerce.gov.za).

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

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

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

Online Booking Tool (OBT) Online booking tool is a technological tool for business travel, that offers a streamlined way for state organs to manage and book employee travel arrangements. These tools typically integrate with travel policies, provide access to a wide range of travel options, and offer features like expense management and reporting. Key benefits include increased productivity, cost savings, and improved compliance with travel policies.

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

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

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

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

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

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

Traveller refers to **the dtic** Government official, ministry, non-employee or EMIA client travelling on official business on behalf of **the dtic**.

Travel Authorisation is the official form utilised by **the dtic** reflecting the detail and order number of the trip that is approved by the relevant authorising official.

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

- 4.1.1 Bidder(s) must be compliant when submitting a proposal to **the dtic** 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 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. 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

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

4.3 Technical Legislation and/or Standards

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

5. CONTACT AND COMMUNICATION

- 5.1 A nominated official of the bidder(s) can make enquiries in writing, to **GREGORY SAMBO** and **YVETTE CRONJE** via email GSambo@thedtic.gov.za and Ycronje@thedtic.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 5.2 The delegated office of **the dtic** may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 5.3 Any communication to an official or a person acting in an advisory capacity for **the dtic** in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 5.4 All communication between the Bidder(s) and **the dtic** must be done in writing.
- 5.5 Whilst all due care has been taken in connection with the preparation of this bid, **the dtic** 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. **the dtic**, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 5.6 If Bidder(s) find or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by **the dtic** (other than minor clerical matters), the Bidder(s) must promptly notify **the dtic** in writing of such

discrepancy, ambiguity, error or inconsistency in order to afford **the dtic** an opportunity to consider what corrective action is necessary (if any).

- 5.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by **the dtic** will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 5.8 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.

6. LATE BIDS

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

7. 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.

8. FRONTING

- 8.1 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.
- 8.2 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, Industry and Competition, 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 **the dtic** may have against the Bidder / contractor concerned.

9. SUPPLIER DUE DILIGENCE

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

10. SUBMISSION OF PROPOSALS

- 10.1 Bid documents may either be posted to **Department of Trade, Industry and Competition, Private Bag X 84, Pretoria 0001** (preferably registered mail) OR placed in the tender box OR couriered to the aforesaid address but must still be submitted by the Courier Company in the correct Bid Box on or before the closing date and time.
- 10.2 Bid documents will only be considered if received by **the dtic** before the closing date and time, regardless of the method used to send or deliver such documents to **the dtic**.
- 10.3 The bidder(s) are required to submit one (1) copy of each file by the closing date and time. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

10.4 Furthermore, the file must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & PREFERENTIAL GOALS)
Exhibit 1: Pre-qualification documents <i>(Refer to Section 15.1 - Gate 0: Pre-qualification Criteria (Table 1))</i>	Exhibit 1: Pricing Schedule <i>(Refer to Section 14–Pricing Model and Annexure A3 – Pricing Submission)</i>
Exhibit 2: • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <i>(Refer to Section 15.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i>	
Exhibit 3: • General Conditions of Contract (GCC) • Draft Service Level Agreement <i>(Refer to Section 18–Service Level Agreement)</i>	
Exhibit 4: • Company Profile • Any other supplementary information	

10.5 Bidders are requested to initial each page of the tender document.

11. DURATION OF THE CONTRACT

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

12. SCOPE OF WORK

12.1 Background

the dtic endeavour to appoint one (1) TMC to manage the travel requisition and travel expense processes for **the dtic** employees; non **dtic** employees and EMIA customers within the travel management lifecycle. The travel requisition process is

currently a semi-automated process (Please see Annexure A6 for detailed explanation of process). The travel requisition for **dtic** employees and non-employees is manually captured on forms that go through a manual authorisation / approval process and are then forwarded to **the dtic** travel co-ordinator. **the dtic** travel co-ordinator captures the requisition which goes through an approval workflow process and then through to the travel management company for travel booking. For the detailed process for EMIA requirements please refer to Annexure A7 attached.

the dtic's primary objective in issuing this bid is to enter into agreement with one (1) successful bidder who will achieve the following:

- a) Provide **the dtic** with travel management services (both traditional and fully automated online booking tool) that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for **the dtic** without compromising any travel service;
- c) Appropriately contain **the dtic's** risk and traveller risk;
- d) An efficient and effective travel booking/reservation service.

12.2 EMIA Scheme

12.2.1 The Export Marketing and Investment Assistance (EMIA) Scheme provides partial compensation to exporters for certain costs incurred in respect of activities directed at developing export markets for South African products and to recruit new foreign direct investment into South Africa. EMIA offerings are as follows:

- National Pavilions
- Outward Selling Trade Missions
- Outward Investment Recruitment Missions
- Inward Investment Missions
- Inward Buying Missions
- Special Projects

12.2.2 **the dtic** provides financial assistance to companies approved to participate in Group Missions and National Pavilions in which official South African exhibitions/ trade fairs are organized in various venues around the world. The assistance provided for the

companies includes air tickets, ground transport and accommodation. The travel assistance financed under the different EMIA offerings, are as follows:

EMIA GROUP OFFERINGS:

NATIONAL PAVILIONS:

Economy Class return airfare ○ HDI 's & SMME's only ○ the dtic makes the provisional arrangements and bears the costs.	100% to up a maximum of R20,000.00
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OUTWARD INVESTMENT RECRUITMENT MISSIONS / OUTWARD SELLING TRADE MISSIONS AND INVESTMENT & TRADE INITIATIVES:

Economy Class return airfare ○ HDI's & SMME's ○ Other	100% up to a maximum of R20,000.00 50% up to a maximum of R10,000.00
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INWARD INVESTMENT MISSIONS /INWARD BUYING MISSIONS

Economy Class return airfare ○ the dtic makes the provisional arrangements and bears the costs. ○ Accommodation ○ Ground transport	100% R3,500-00 per person per night the dtic bears the cost
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12.2.3 The appointed travel agency will be responsible for providing travel management services on behalf of **the dtic** to all approved EMIA Group offerings customers.

12.2.5 The table below details the number of transactions for the FY **2024/2025** for travel by **the dtic** employees / non-employees and EMIA customers as follows:

Service Category	Estimated Number of Transactions per annum for both the dtic and EMIA	
	The dtic	EMIA
Air travel - Domestic	7800	2100
Air Travel - Regional	2100	3200
Air Travel - International	3100	3200
Car Rental - Domestic	4100	1100
Car Rental - Regional	10	5
Car Rental - International	15	5
Transfers/ Shuttle Services - Domestic	4100	2100
Transfers/ Shuttle Services - Regional	3100	2100
Transfers/ Shuttle Services - International	4100	4100
Accommodation - Domestic	5500	2100
Accommodation - Regional	4100	3100
Accommodation - International	6100	6100
Bus/Coach bookings	20	20
Train - Regional & International	10	10
Conferences/Events	15	15
After Hours	100	50
Parking	50	10
Insurance	20	10
Forex	12	12
GRAND TOTAL	44352	29337

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 only, to assist the bidders to prepare their proposal.

12.3 Service Requirements

12.3.1 General

The successful bidder will be required to provide automated online and traditional travel management services.

Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all Travellers travelling on behalf of **the dtic**, locally and internationally. This will include employees, non-employees and EMIA customers where the agreement is that **the dtic** is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph **12.3.6**.
- c. Familiarisation with current travel business processes at **the dtic**.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between **the dtic** and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current **the dtic** Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for **the dtic** to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least five (5) contactable existing/recent clients (within past 3 years) which are of a similar size to **the dtic**.
- l. The TMC must be a member of Association of South African Travel Agents (ASATA). Proof of such membership on the TMC's name must be submitted with the bid at closing date and time in order to be considered during evaluation. Should the license/membership be on the third parties name, such agreement must be

attached. **ASATA registration is a conditional requirement for this specific service. NON-COMPLIANCE WITH THIS REQUIREMENT WILL LEAD TO AUTOMATIC DISQUALIFICATION. BIDDERS MUST SUBMIT CERTIFIED COPY OF REGISTRATION DOCUMENT AND VALID REGISTRATION WITH ASATA. PROOF MUST BE SUBMITTED TOGETHER WITH THIS BID IN THE FUNCTIONAL PROPOSAL. NON-COMPLIANCE WILL LEAD TO AUTOMATIC DISQUALIFICATION.**

- m. The TMC must be a member of International Air Transport Association (IATA). Proof of such membership on the TMC's name must be submitted with the bid at closing date and time in order to be considered during evaluation. Should the license/membership be on the third parties name, such agreement must be attached. **IATA registration is a conditional requirement for this specific service. NON-COMPLIANCE WITH THIS REQUIREMENT WILL LEAD TO AUTOMATIC DISQUALIFICATION. BIDDERS MUST SUBMIT CERTIFIED COPY OF REGISTRATION DOCUMENT AND VALID REGISTRATION WITH IATA. PROOF MUST BE SUBMITTED TOGETHER WITH THIS BID IN THE FUNCTIONAL PROPOSAL. NON-COMPLIANCE WILL LEAD TO AUTOMATIC DISQUALIFICATION.**
- n. The TMC should be ISO/IEC 27001 compliant for the duration of the contract. (Attach proof).

12.3.2 **Reservations**

The Travel Management Company will:

- a. Provide end-to-end online booking tool to make travel bookings and reservations a seamless process.
- b. Provide a comprehensive online tool to manage travel bookings and reservations, which includes the following:
 - i. Flight bookings
 - ii. Hotel reservations
 - iii. Car rentals
 - iv. Online signatures

- v. Document storage capacity
 - vi. Policy transgression flagging
 - vii. Travel itinerary management
 - viii. Secure payment options
 - ix. Real-time availability and confirmation.
- c. The Online Booking Tool to have capabilities to flag all policy transgression.
- d. Receive travel requests from travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium. The TMC will be liable for payment of any unauthorised bookings.
- e. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- f. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advice the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- g. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- h. Book the negotiated discounted fares and rates where possible.
- i. 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.
- j. Book parking facilities at the airports where required for the duration of the travel.
- k. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- l. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.).

- m. Must issue all necessary travel documents, itineraries (which includes flight number and seat assignment, confirmed upgrades if applicable, departure and arrival times for each segment of the trip, intermediate stops, airport and other taxes and any travel information deemed important to the traveller) and vouchers timeously to traveller(s) prior to departure dates and times.
- n. Advise the Traveller of all visa and inoculation requirements well in advance.
- o. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- p. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- q. Facilitate bookings generated through their own or third party Online Booking Tool (OBT).
- r. Note that, unless otherwise stated, all cases include domestic, regional and international travel and accommodation bookings.
- s. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- t. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by **the dtic** are **non-commissionable**, where commissions are earned for **the dtic** bookings all these commissions should be returned to **the dtic** on a quarterly basis.
- u. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by **the dtic**.
- v. Timeous submission of proof that services have been satisfactorily delivered (invoices) as **the dtic's** instructions.
- w. Must be able to facilitate bookings for conference venues.

12.3.3 **Air Travel**

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

- b. The TMC and its OBT must be able to book full service carriers as well as low cost carriers. The TMC and its OBT must obtain and/or display price comparisons from carriers. The most cost effective options must be provided in line with the negotiated rates available.
- c. The TMC and its 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. The TMC 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 TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- i. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- j. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- k. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- l. Assist with lounge access if and when required.

12.3.4 **Accommodation**

- a. The TMC's OBT must display all accommodation facilities and all available rates with rules for domestic travel as per the departmental travel policy.

- b. The TMC and its OBT will obtain price comparisons within the maximum allowable rate matrix as per the cost containment requirements of the dtic or National Treasury.
- c. The TMC and its 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 **the dtic's** Travel Policy.
- e. **the dtic's** travellers may only stay at accommodation establishments with which **the dtic** has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or **the dtic**.
- f. Accommodation vouchers must be issued to all **the dtic** travellers for accommodation bookings and must be invoiced to **the dtic** as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instructions/requirements of the dtic or National Treasury.
- h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

12.3.5 **Car Rental and Shuttle Services**

- a. The TMC and its OBT to provide or display all car rental and shuttle services, all available rates with rules for domestic travel in accordance to the dtic's travel policy.

- b. The TMC and its OBT will book the approved category vehicle in accordance with the **the dtic** Travel Policy with the appointed car rental service provider(s) from the closest rental location (office, airport, hotel or 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 TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- e. The TMC and its OBT must be able to facilitate group transportation bookings to the dtic that may include rail, buses and transfers.
- f. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- g. The TMC and its OBT will book transfers in line with **the dtic** Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- h. The TMC should manage shuttle companies on behalf of the **the dtic** and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- i. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

12.3.6 **After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations or changes to travel plans.
- b. A dedicated consultant(s) must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.
- f. All the After Hours and Emergency requirements that are mentioned above or any requirement that relates to After Hours and Emergency bookings, must be met using the On-Line Booking Tool (OBT), including and not limited to any electronic or Social Media Platform.

12.4 Communication

- 12.4.1 The TMC must conduct workshops and training sessions on the use of the On-line Booking Tool (OBT) and any other travel workshop and training for Travel Bookers of **the dtic**.
- 12.4.2 All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 12.4.3 The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

12.5 Financial Management

- 12.5.1 The TMC must implement the rates negotiated by the dtic with travel service providers the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the dtic for payment within the agreed time period.
- 12.5.1 Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

12.5.2 The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be available. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices **the dtic** for the services rendered.

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

12.5.4 Consolidate Travel Supplier bill-back invoices.

12.5.5 **The dtic** has a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor. In case a lodge card is used, **the dtic** lodge card shall take first preference.

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

12.5.7 **The TMC will be liable for any interest incurred due to incomplete, incorrect and late delivery of invoices.**

12.5.8 Ensure Travel Supplier accounts are settled timeously.

12.6 Technology, Management Information and Reporting

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

12.6.2 Implement an Online Booking Tool (OBT) to facilitate domestic travel bookings in order to optimise travel services and other related fees.

12.6.3 All management information and data input must be accurate.

12.6.4 The TMC will be required to provide **the dtic** with a minimum of three (3) standard monthly reports reflecting the following information:

- i Monthly spend per airline

- ii Flight savings and missed savings (based on the cheapest available flight for that route verses the cost of the booked flight)
- iii Popular flight routes per airline
- iv Frequent traveller's usage per airline
- v Frequent traveller's booking timeline (how many days in advance are flights by frequent travellers booked)
- vi Hotel spend on top 5 suppliers
- vii Missed savings due to late bookings as per required timeline in **the dtic's** policies
- viii Comparison of price quoted verse price when actual booking has taken place
- ix Travellers who make frequent changes and the cost of these changes

The reporting templates are attached to this document as Annexure A5.

12.6.5 Reports must be accurate and be provided as per **the dtic'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).

12.6.6 **the dtic** may request the TMC to provide additional management reports.

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

12.6.8 Monthly reports must be submitted to **the dtic** before the 10th of the following month.

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

12.6.9.1 Travel

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

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

12.6.9.2 Finance

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

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

12.6.11 The TMC shall **reconcile** all invoices on a weekly basis according to the transactions as per the lodge card (or bill back). The TMC's shall deliver the weekly invoice reconciliations, including all supporting documents to **the dtic** by Monday of each week.

12.6.12 The TMC shall deliver all monthly invoices as per the lodge card monthly statements processed by the TMC's and submit it to **the dtic** on or before the 7th of the month following the transaction. **NOTE: Invoices received without the requisition form and the supporting documentation will not be paid until such time that the supporting documentation is received. Any interest incurred on the lodge card account due to late payment, resulting from**

invoices not submitted on time or in the correct format by the TMC, will be for the account of the TMC

12.7 Account Management

- 12.7.1 An Account Management structure should be in place to respond to the needs and requirements of **the dtic** and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 12.7.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the **the dtic's** account.
- 12.7.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 12.7.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 12.7.5 Ensure that **the dtic's** Travel Policy is enforced.
- 12.7.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 12.7.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- 12.7.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

12.8 Value Added Services

The TMC must provide the following value added services:

- 12.8.1 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

12.8.2 Electronic voucher retrieval via web and smart phones;

12.8.3 SMS or other electronic notifications be used for travel confirmations;

12.8.4 Travel audits;

12.8.5 Global Travel Risk Management;

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

12.8.7 Provide bookings for trains or buses for all official international trips.

12.9 Cost Management

12.9.2 The National Treasury cost containment initiative and **the dtic's** Travel Policy is established as basis for a cost savings culture.

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

12.9.4 The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

12.9.5 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with **the dtic'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.

12.10 Quarterly and Annual Travel Reviews

12.10.1 Quarterly and annual reviews may be required to be provided by the Travel Management Company on all **the dtic** travel activity in the previous three-month period. These reviews are comprehensive and presented to **the dtic's** Procurement

and Finance teams as part of the performance management reviews based on the service levels.

12.10.2 These Travel Reviews will include without limitation the following information:

- i. Total travel spend;
- ii. Air spend analysis;
- iii. Accommodation Spend analysis;
- iv. Car hire spend analysis;
- v. Top travellers;
- vi. Top suppliers;
- vii. Top after hours users;
- viii. Savings report;
- ix. Refunds report;
- x. After hours report;
- xi. Most common routes, domestic and international;
- xii. Number of transactions and
- xiii. Advance booking analysis.

12.11 Office Management

12.11.1 The TMC to ensure high quality service to be delivered at all times to the **the dtic's** travellers. The TMC is required to provide **the dtic** with highly skilled and qualified human resources of the following roles but not limited to:

- a. Travel Manager (Operational)
- b. Admin Back Office (Creditors / Debtors/Finance Processors)
- c. System Administrator (General Admin)

13. CONFERENCE FACILITIES (when required)

- 13.1 The TMC will source conference facility on behalf of **the dtic** upon request of specification from **the dtic**.
- 13.2 Assist to negotiate rates for group bookings and conferences.
- 13.3 The TMC to source at least three (3) quotations for conference bookings.
- 13.4 The Department reserves the right to conduct site inspections/visits with the selected venues and facilities.

14. PRICING MODEL

the dtic requires bidders to propose one pricing model being the transactional fee model.

14.1 Transaction Fees

Refer Annexure A3: Pricing Schedule

- 14.1.1 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.
- 14.1.2 The Bidder must provide actual cost for Traditional Bookings and the actual cost for On-Line Bookings, based on the percentage split for Traditional booking of 10% and the percentage split for On-line bookings which is 90%.

14.2 Volume driven incentives

- 14.2.1 It is important for bidders to note the following when determining the pricing:
 - a) National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
 - b) No override commissions earned through **the dtic** reservations will be paid to the TMCs;
 - c) An open book policy will apply and any commissions earned through **the dtic** volumes will be reimbursed to **the dtic** and
 - d) TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for **the dtic**.

Note: **Method of payment:** The travel agent will pay the service provider directly using the lodge card or on a bill back basis depending the agreement. the dtic reserves the right to make bookings on the lodge card or bill back basis depending on the circumstances. The Travel Agent(s) must therefore be able to accommodate both payment methods. In case a lodge card is used, the dtic lodge card shall take first preference.

15. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Functional Evaluation Criteria (Gate 1)	Price and Preferential Goals. Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 15.1(Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 2 (Price and Preferential Goals), requirements for Gate 1 are outlined in paragraph 15.2.	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met or exceeded the threshold of 60 points. REQUIREMENTS for Gate 2 are outlined in paragraph 15.3.

15.1 Gate 0: Pre-qualification Criteria

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

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

Document that must be submitted	Non-submission will result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax compliance and CSD registration	YES	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.1); ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.4) iii. Vendor number; iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence; v. The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document.
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
ASATA Licence / Certificate	YES	Bidders are required to submit their valid Association of South African Travel Agencies (ASATA) license/ certificate (certified copy) at closing date and time. Where a bidding company is using a 3rd party ASATA license, proof of the agreement must be attached and copy of the certificate to that effect at closing date and time. Certificates and agreements must be valid at date of tender and if bid is accepted for the tenure of the contract period.

IATA Licence / Certificate	YES	Bidders are required to submit their valid International Air Transport Association (IATA) license/ certificate (certified copy) at closing date and time. Where a bidding company is using a 3rd party IATA license, proof of the agreement must be attached and copy of the certificate to that effect at closing date and time. Certificates and agreements must be valid at date of tender and if bid is accepted for the tenure of the contract period.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope.

Table 2: Documents that may be submitted for Pre-qualification

Documents that may be submitted	Non-submission may result in disqualification?	
ISO/IEC 27001 compliant	NO	Bidders are required to submit their valid ISO/IEC 27001 license/ certificate (certified copy) at closing date and time.
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on Preferential Goals.

15.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality.

Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of **100 points** and are required to achieve minimum threshold of **60 points** of **100 points**, for **functionality (i.e. the evaluation criteria for functionality, is provided in Annexure A2 under Table 1)**.
- ii. The overall score must be equal to or above **60 points** in order to proceed to Gate 2 for Price and Preferential Goals evaluations.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	100	60
OVERALL COMBINED POINTS	100	60

15.3 Gate 2: Price and Preferential Goals Evaluation (80+20) = 100 points

Only Bidders that have met the 60 point threshold in Gate 1 will be evaluated in Gate 2 for price and Preferential Goals. Price and Preferential Goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Preferential Goals (maximum 20 points)

15.3.1 Stage 1 – Price Evaluation (80 Points)

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

15.3.2 Stage 3 (80 + 20 = 100 points)

The Price and Preferential Goal points will be consolidated, as follows:

	<u>80/20 PRINCIPLE</u>	<u>POINTS</u>
1.	Price (<i>The transaction fee will be used for price comparison</i>).	80
2.	Maximum Preferential Goals	20
	MAXIMUM POINTS	100

The following proof to substantiate preferential claims is required and MUST be submitted together with your bid proposal:

- For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013): Valid Certificate B-BBEE certificate OR Valid Certificate CIPC B-BBEE certificate OR Valid Sworn Affidavit;
- For claims based on Local Procurement (Provincial): Proof of address (municipal rates account OR bank statements OR lease agreement OR sworn affidavit);
- For claims based on HDI (Race, Woman or People with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as

well as CSD (Central Supplier Database) report and a letter from a special / doctor certifying disability must be submitted in order to substantiate claims based on disability;

- d. For claims based on Small Medium Micro Enterprise (SMME's): SARS return indicating annual turnover OR Sworn Affidavit;
- e. Failure on the part of a service provider to submit proof or documentation required in terms of this ToR to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed and no points will be allocated;
- f. Bidders that choose to claim preference points must do so by completing the SBD 6.1 and provide the necessary proof to substantiate the claims(s) at the time of submitting the bid proposal.

15.3.3 Stage 2 – Preferential Goals (20 Points)

a. Preferential Goals Points allocation:

PREFERENTIAL GOAL	POINTS (80/20)
BEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013).	10
Local procurement	6
HDI based on (race/ women / disabled people)	2
SMME's	2
MAXIMUM PREFERENTIAL GOALS	20

16. 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 **the dtic** is prepared to enter into a contract with the successful Bidder(s).

- b) The bidder submitting the General Conditions of Contract to **the dtic** together with its bid, duly signed by an authorised representative of the bidder.

17. 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 to this points:-

- Compliance with POPI Act in terms of personal information to be captured on the application.
- If the service provider host information on cloud it must be within the South African borders as per the DPSA Cloud directive requirements (Directive on Public Service Information 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:
 - c) Information system acquisition, development and maintenance;
 - d) Communications and operations management;
 - e) Access control;
 - f) Mobile and remote control;
 - g) Use of information assets;
 - h) Cloud security and
 - i) Electronic signature.
- The prospective service provider must be ISO/IEC 27001 compliant and must provide a valid licence/ certificate of the ISO/IEC 27001 (certified copy) when bidding for this tender.

18 SERVICE LEVEL AGREEMENT

- 18.6 Upon award **the dtic** and the successful bidders will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by **the dtic**, more or less in the format of the draft Service Level Indicators included in this tender pack.

18.7 **the dtic** reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

18.8 Bidder(s) are requested to:

- i. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- ii. Explain each comment and/or amendment and
- iii. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

18.9 **the dtic** 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 **the dtic** or pose a risk to the organisation.

19 **SPECIAL CONDITIONS OF THIS BID**

the dtic reserves the right:

19.1 A Service Level Agreement must be signed with the successful bidder before work commences. A contractual relationship will only commence once a Service Level Agreement is signed between the parties.

19.2 Proposed key staff members must participate actively and be available to perform services in accordance with the contract. In instances where a proposed key staff member is not available to perform services at a specific period in time, the bidder will be responsible to provide a replacement with similar qualifications and experience in order to guarantee the same standard of work to **the dtic**. Each key team member's role must be clearly outlined in the project plan.

19.3 A project plan detailing the tasks, activities and target dates for the work to be undertaken should be submitted to **the dtic** within 10 working days after appointment of the successful Service Provider. Each key team member's role must be clearly outlined in the project plan, amongst others the project plan must indicate a detailed training plan;

- 19.4** As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a Service Provider;
- 19.5** Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 19.6** This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special conditions of contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 19.7** Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
- 19.8** Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 19.9** The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
- 19.10** The Bid Office Officials of the dtic may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 19.11** All communication between the bidder and the Bid Office Officials of **the dtic** must be done in writing.
- 19.12** Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury, as this is compulsory in order for bidders to be considered for bids.
- 19.13** Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 19.14** Bidders' whose tax matters are not declared to be in order will be disqualified.
- 19.15** Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.

- 19.16** Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.” (Minimum Information Security Standards. Chapter 5).
- 19.17** The points scored for functionality, price and preferential procurement points will be rounded off to the nearest two (2) decimals.
- 19.18** In cases where the tenderer use sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.
- 19.19** In cases where above market related prices are quoted the right is reserved to negotiate with the 3 preferred bidders (three highest on final points for price and preferential procurement points).
- 19.20** Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 19.21** This bid is subject to the PPPFA and its Regulations and **the dtic’s** SCM Policy.
- 19.22** Regulation 13(c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.

19.23 the **dtic** reserves the right:

- 19.23.1** To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 19.23.2** 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).
- 19.23.3** To accept part of a tender rather than the whole tender.
- 19.23.4** 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.
- 19.23.5** To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 19.23.6** To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.23.7** Award to multiple bidders based either on size or geographic considerations.
- 19.23.8** Bidders will be allowed to submit queries or request clarification up to one week prior to the closing date of this bid. Thereafter no queries / clarification requests will be responded to.
- 19.24** If the bidder failed to comply with mandatory administrative pre-qualification requirements, or if **the dtic** is unable to verify whether the pre-qualification requirements are met, then **the dtic** reserves the right to –
 - 19.24.1** Reject the bid and not evaluate it, or
 - 19.24.2** Accept the bid for evaluation, on condition that the bidder must submit within seven (7) calendar days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
 - 19.24.3** Incomplete pricing will lead to automatic disqualification as it will not be possible to compare the price with other bid prices.

- 19.24.4** Pricing in figures and pricing in words must be the same. Any discrepancy in these two will result in the pricing in figures will be deemed the bid price and will be used for comparison and contract purposes.
- 19.24.5** Additional pricing may also lead to automatic disqualification in case where it hinders the comparison of prices (comparing apples with apples).

20 the dtic REQUIRES BIDDER(S) TO DECLARE

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

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

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of **the dtic**;
- 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 **the dtic** 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 **the dtic**;
- 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 **the dtic** as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from **the dtic** will not be used or disclosed unless the written consent of the client has been obtained to do so.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 **the dtic** 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 **the dtic** 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 **the dtic'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.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that **the dtic** 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.

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

23 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 **the dtic**, 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.

24 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, **the dtic** 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 **the dtic**

harmless from any and all such costs which **the dtic** may incur and for any damages or losses **the dtic** may suffer.

25 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.

26 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. **the dtic** 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.

27 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. **the dtic** 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 **the dtic**, or whose verification against the Central Supplier Database (CSD) proves non-compliant. **the dtic** 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.

28 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

29 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.

30 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 **the dtic** allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and **the dtic** will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31 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 **the dtic'** 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 **the dtic** remain proprietary to **the dtic** and must be promptly returned to **the dtic** 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 **the dtic'** 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.

32 the dtic PROPRIETARY INFORMATION

Bidders will on their bid cover letter make declaration that they did not have access to any **the dtic** 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).

33 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, **the dtic** 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.

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PROCEDURES RELATING TO AIR TRAVEL

the dtic official identifies the need to travel by a commercial airline company from point A to B. The requirement is submitted on a VA26A domestic / international travel form to the Travel Office to obtain a preliminary booking to travel by the commercial airline company, the process must incorporate an On-line Booking Tool.

the dtic Travel Office will contact the travel agent and make preliminary bookings for Domestic travel and three quotes for Regional and International travel. The relevant authority within **the dtic** reviews the Domestic request and approves it, if in order. Only when the approved Domestic form, with an alpha code is received, can the Travel Consultant confirm the preliminary booking and issue the ticket. E-ticketing for local flights is preferred. Regional and International travel approval is a longer internal process and only when the authorized submission is received by the Travel Office can the Travel Consultant confirm the preliminary booking and issue an E-Ticket or paper ticket as per the airline requirements.

In case of changes occurring to the original travel arrangements, **the dtic** Travel Office is to liaise with the travel consultant to make necessary arrangements with proviso that such changes are confirmed in writing, such an exercise must be incorporated into the On-line Booking Tool.

- The air ticket is to be returned to the travel consultant who will cancel the booking.
- For a lost ticket, the official responsible will report the loss of the air ticket to the nearest office of the SAPS and **the dtic** Travel Office who will approach the travel consultant to cancel the relevant air ticket and submit the case number as provided by the SAPS to the travel agent.

Note: Method of payment: The travel agent will pay the service provider directly using the lodge card or on a bill back basis depending the dtic requirement at that stage and invoice the dtic. The Travel Agent(s) must therefore be able to accommodate both payment methods. In case a lodge card is used, the dtic lodge card shall take first preference. All travel booking requests (i.e. air

travel, ground transport, accommodation and other travel management services) and transactions shall be incorporated into the On-line Booking Tool or facilitated using the On-line Booking Tool.

ANNEXURE A6

PROCEDURES RELATING TO CAR RENTALS

the dtic official identifies the need to use a vehicle during an official visit away from his/her office. The official submits the request on the VA26A or on a short-term rental form. The authority appointed to approve requests for use of rented vehicles, reviews the request and approves it, if in order. The entire exercise is to be completed using the On-line Booking Tool.

When approved, the travel consultant will in all instances, book vehicles with **the dtic** approved contractor in the Group B category, unless instructed in writing, to the contrary by the travel Manager. The travel agent will be issued with a VA26 or Short Term Rental requisition form, whereby the confirmation for rental is authorized. The confirmation is e-mailed to **the dtic** Travel Office. The entire exercise is to be completed using the On-line Booking Tool.

Note: Method of payment: The travel agent will pay the service provider directly using the lodge card or on a bill back basis depending on the dtic requirement at that stage and invoice the dtic. The Travel Agent(s) must therefore be able to accommodate both payment methods. In case a lodge card is used, the dtic lodge card shall take first preference. All travel booking requests (i.e. air travel, ground transport, accommodation and other travel management services) and transactions shall be incorporated into the On-line Booking Tool or facilitated using the On-line Booking Tool.

ANNEXURE A6

PROCEDURES RELATING TO ACCOMMODATION

the dtic official identifies the need to be accommodated during an official visit away from his/her office. The official submits the request for accommodation during the intended official visit on a VA26A to the relevant authority for approval. The authority appointed to approve

requests for accommodation, reviews the request and approves it if in order. The travel consultant will receive written confirmation of acceptance of the preliminary booking whereby the voucher is issued for accommodation. The voucher will then be e-mailed to **the dtic** Travel office. The entire exercise is to be completed using the On-line Booking Tool.

In case of changes occurring to the original accommodation arrangements, the official who made the bookings is to liaise with **the dtic** Travel Office to make necessary arrangements with proviso that such changes are confirmed in writing to the relevant travel consultant. The entire exercise is to be completed using the On-line Booking Tool.

The voucher for accommodation is to be amended or the booking cancelled by the travel consultant and the relevant information e-mailed to **the dtic** Travel Office. The entire exercise is to be completed using the On-line Booking Tool.

Note: Method of payment: The Travel Management Companies (TMCs) will pay the service provider directly using the lodge card or on a bill back basis depending on the dtic requirement at that stage and invoice the dtic. The Travel Management Companies (TMCs) must therefore be able to accommodate both payment methods. In case a lodge card is used, the dtic lodge card shall take first preference. All travel booking requests (i.e. air travel, ground transport, accommodation and other travel management services) and transactions shall be incorporated into the On-line Booking Tool or facilitated using the On-line Booking Tool.

PROCEDURES RELATING TO PAYMENT**SUBMISSION OF INVOICES**

All travel booking requests (i.e. air travel, ground transport, accommodation and other travel management services) and transactions shall be incorporated into the On-line Booking Tool or facilitated using the On-line Booking Tool. The invoices must be submitted to **the dtic** Office of the Chief Financial Officer Helpdesk and must contain the following minimum basic information and additional specific information relating to the indicated service provided:

1) Basic information:

- Invoice number and date
- Travel agent's name, address and consultant's name
- Alpha code

2) Amount (including VAT) Air travel information:

- Date of travel
- Air ticket number, airline's name, routes traveled, passenger name

3) Alpha code Vehicle Rental information:

- Date and period of vehicle rental
- Car Rental Company's name
- Driver's name

4) Alpha code Accommodation information:

- Date and period of Hotel stay
- Hotel Company's name
- **the dtic** official name

5) Alpha code Credit notes:

- Copy of the invoice submitted
- Hotel Company's name
- **the dtic** official's name
- Alpha code

PROCEDURES RELATING TO PAYMENT – EMIA CUSTOMERS

All travel booking requests (i.e. air travel, ground transport, accommodation and other travel management services) and transactions shall be incorporated into the On-line Booking Tool or facilitated using the On-line Booking Tool. To ensure timely processing of payments, the following procedures must be strictly adhered to:

1. Invoice Submission Deadline

The Travel Management Company (TMC) must submit all invoices **together with a copy of the official order** to the **dtic Export Marketing** section **on or before the 7th of each month**.

2. Required Invoice Details

Each invoice must clearly reflect the following information:

- Invoice Number
- Customer Name
- Order Number
- Ticket Amount
- Service Fee Amount

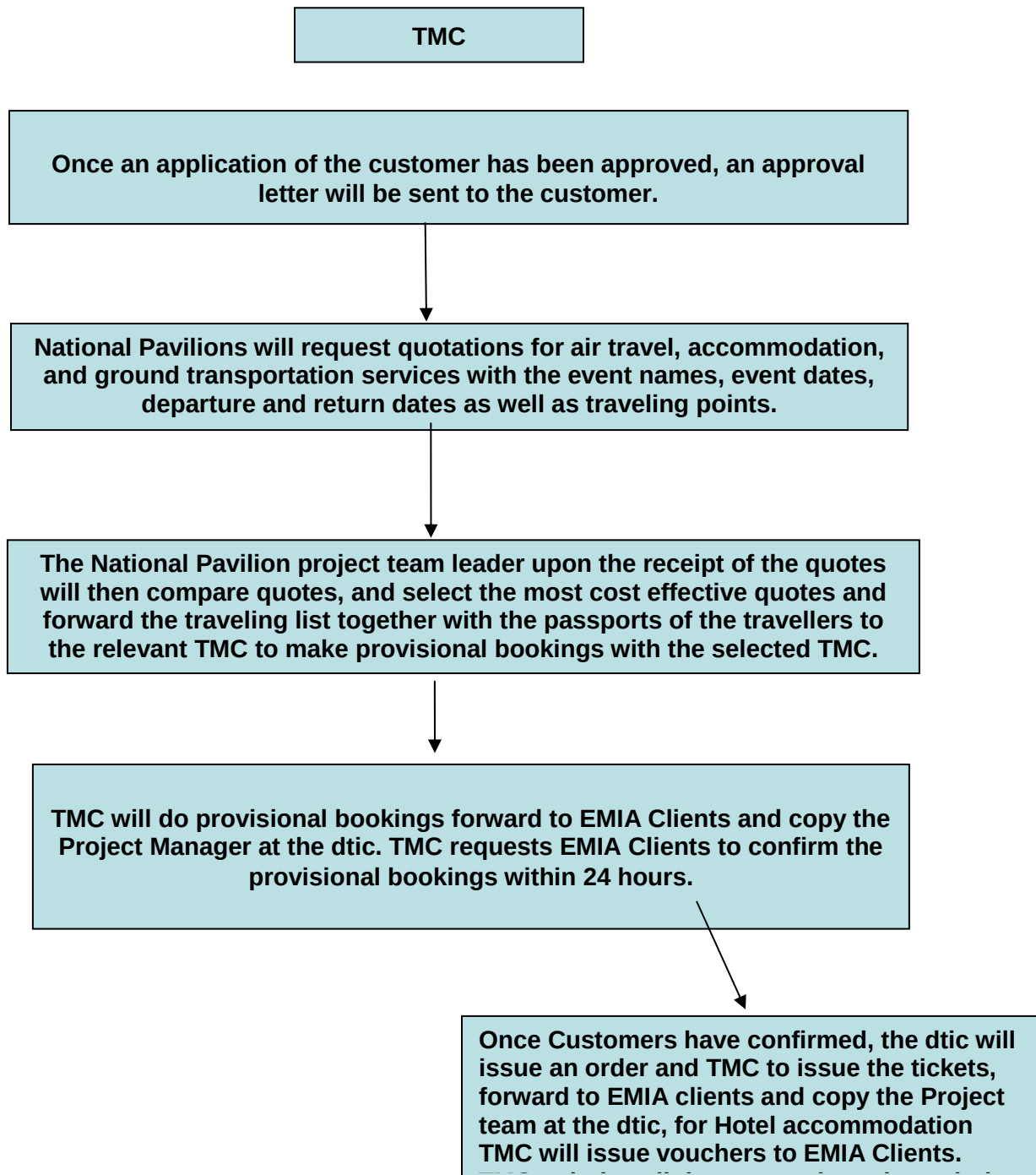
3. General Compliance

Failure to submit invoices by the stipulated date or omission of required details may result in **delayed payments** or **non-processing** of claims and **the dtic** will not be held liable for any penalties incurred.

ANNEXURE A7

Process flow – The appointment of the Travel Management Companies (TMCs)

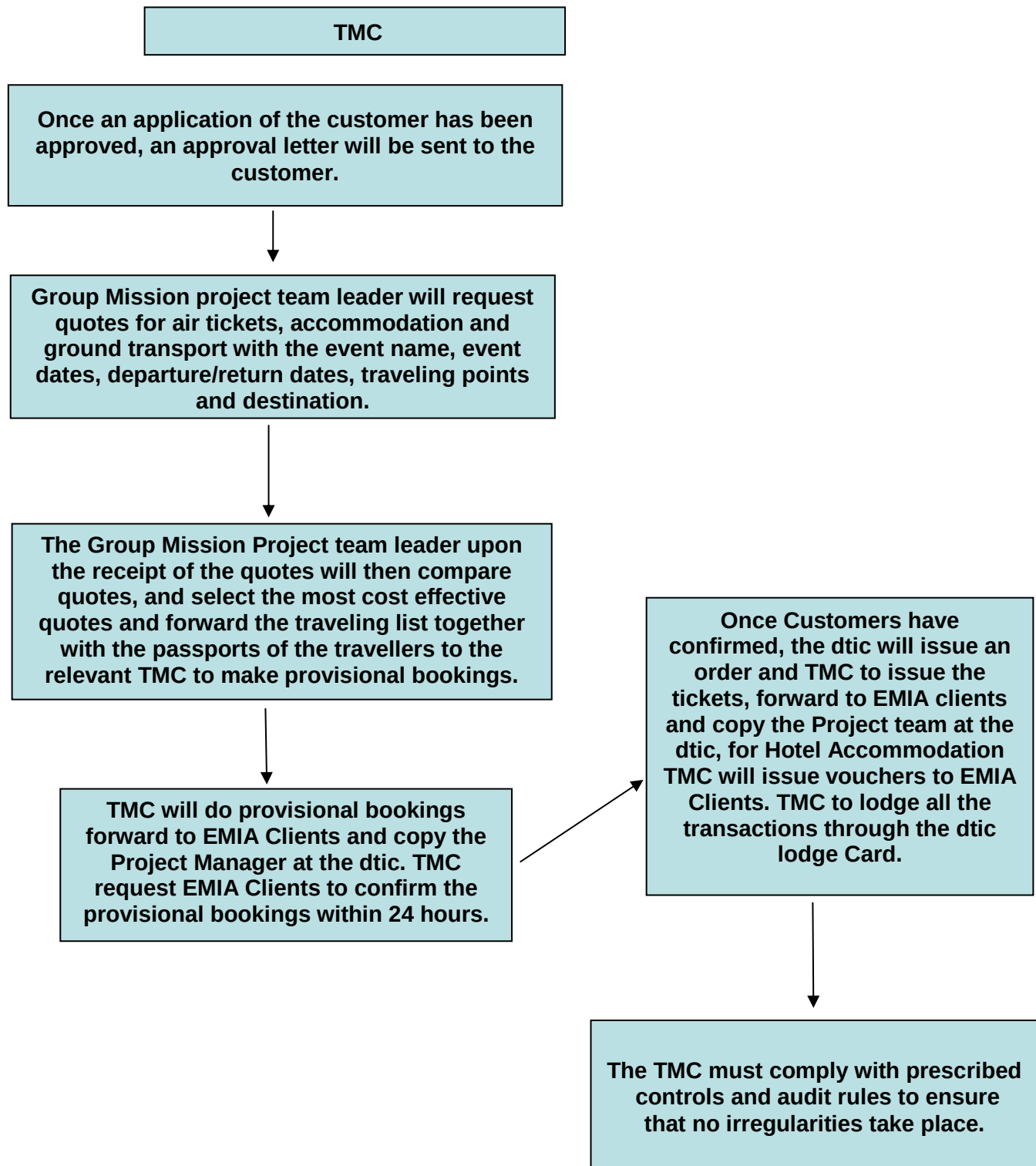
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ANNEXURE A7

Process flow – The appointment of the Travel Management Companies (TMC)

Group Outward Bound Missions:



ANNEXURE A7

Process flow – The appointment of the Travel Management Companies (TMC)

Group Inward Bound Missions:

