



Bid No.	NHC01/2021/2022	
Bid Description	APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL HERITAGE COUNCIL FOR A PERIOD OF 36 MONTHS.	
Contact Person/s:		Mr Siphelele Skenjana
Technical Terms of reference:	Name:	Mr Siphelele Skenjana
	Telephone No:	012 -348 1663
	Email address:	procurement@nhc.org.za
Bid Procedures:	Name:	Siphelele Skenjana
	Telephone No:	012- 748 3949
	Email address:	procurement@nhc.org.za
Briefing Session	Venue, Date and Time	Not Applicable
Closing date, time for bid submission	Time and Date:	11 February 2022 at 11:00
	Condition	Bids received after the closing date and time will not to be accepted for consideration. Bids should be in a sealed envelope clearly marked with the above bid number, description and National Heritage Council.
Delivery address and conditions for delivery of bids	Delivery address:	1 st Floor, 353 Festival Street, Hatfield, Pretoria (Bid Box is placed at the reception)
		Bidders must ensure that their bids are delivered timeously to the correct address and directly to the bid box. NHC will not take any responsibility for late bids. The bid box is open from Monday to Friday – 08h00 to 16h30

NB: THE NATIONAL TREASURY SCM INSTRUCTION NOTE NO 4A OF 2016/17 STATE THAT BIDS MAY ONLY BE AWARDED TO SUPPLIERS AFTER VERIFYING THAT THEY ARE REGISTERED AS PROSPECTIVE SUPPLIERS ON THE CENTRAL SUPPLIER DATABASE (CSD). IN ORDER FOR NATIONAL HERITAGE COUNCIL TO VERIFY YOUR COMPANY'S REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD) PLEASE PROVIDE THE FOLLOWING INFORMATION:

CSD SUPPLIER NUMBER:	
UNIQUE REGISTRATION REFERENCE NUMBER:	

(NB: ATTACH A COPY OF CSD REGISTRATION REPORT)

- The SBD forms and all other application forms attached must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

NHC	Means National Heritage Council.
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ➤ The cover page and the table of content and definitions ➤ Part 1 which details the Conditions of Bid; ➤ Part 2 special instructions and notices to bidders regarding the completion of bidding document and Authority to sign a bid; ➤ Part 3 which details the Terms of Reference relating to the service ➤ Part 4 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;
Specifications / Terms of Reference	means the specifications or terms contained in Part 3 of this invitation to bid;
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.
Bill-back	means the supplier sending the bill back to the Travel Management Company, who pays and in turn, invoices the NHC for services rendered.
Car Rental	means the rental of a vehicle for a short period of time by a Traveller for official purposes.
Domestic travel:	means travel within the borders of the Republic of South Africa
Emergency service	means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
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 Travel Management Company at to which all expenditure is charged.
Management Fee	is the fixed negotiated fee payable to the Travel Management Company 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).
Service Level Agreement	is a contract between the Travel Management Company and NHC that defines the level of service expected.
Merchant Fees	are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
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 Travel Management Company. These will fees will include flights, accommodation, car rental, shuttle services and similar.
Travel Management Company	refers to the Company contracted to provide travel management services (Travel Agents).
Traveller	refers to NHC official, consultant, government official, contractor or any other person/s travelling on official business on behalf of NHC.
Travel Authorisation	is the official form utilised by NHC reflecting the detail and order number of the trip that is approved by the relevant authorising official.
Travel Voucher	means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
Travel Booker	is the person coordinating travel reservations with the Travel Management Company consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.
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.
VAT	means Value Added Tax.
Value Added Services	are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
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.

PART 1

Conditions of Bid (NB: Only NHC conditions provided in this document will be applicable, no bidders conditions will be considered/accepted)

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as (Part 4) with its bid. Bidders must take careful note of the special conditions.

2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).**

2.3 In the event that any form or certificate provided in Part 4 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. PRICING

5.1 The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as which completed form/s must be submitted together with the bid documents.

5.2 PRICING MUST BE STIPULATED INCLUSIVE OF VALUE ADDED TAX

5.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

5.4 It is mandatory that bidders provide their total bid price on Invitation to bid form (SBD 1) and on Pricing Schedule form (SBD 3.1 and 3.3) (for evaluation purposes) as these are the only forms provided by NHC to bidders to provide their prices. NB: Only prices provided in these forms will be considered by NHC, bidders may attach their price breakdown but the total price should not be different from the price provided in SBD 1, SBD 3.1 and SBD 3.3.

NB: THE TOTAL BID PRICE REFERRED TO, IS THE TOTAL PRICE FOR ALL ITEMS THAT BIDDERS ARE REQUIRED TO QUOTE FOR.

6. TAX COMPLIANT

NHC will verify bidders Tax Compliant Status on CSD, if the recommended bidder is found to be non-compliant during the time of award, such bidder will be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligation within seven working days. The bidder should thereafter provide NHC with proof of their tax compliance status which will be verified via the Central Supplier Database (CSD) or e-filing.

Should the recommended bidder fail to provide written proof of their tax compliance status in terms of the paragraph above NHC will reject the bid submitted by the bidder.

7. DECLARATION OF INTEREST

The bidder should submit a duly completed and signed declaration of interest (SBD 4) together with the bid.

8. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2017.

The bidder must complete the preferential points claim form (SBD 6.1) and sign accordingly to submit with the bid. The preferential points claim form is attached.

9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (SBD 8) is attached.

10. CERTIFICATE OF INDEPENDENT BID DETERMINATION

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (SBD 9) is attached.

11. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

12. CONSORTIUM / JOINT VENTURE

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

11.2.1 It shall be signed so as to be legally binding on all consortium members;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the NHC and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

11.2.5 The lead member must comply with all the requirements of the bid.

11.2.6 Preference points will be only awarded when a consolidated B-BBEE Certificate is submitted

13. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **(90)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

14. ACCEPTANCE OF BIDS

The NHC does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of NHC.

15. NO RIGHTS OR CLAIMS

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the NHC. NHC reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

15.2 The NHC, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

16. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the NHC.
- 16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

17. ACCURACY OF INFORMATION

- 17.1 The information contained in the invitation to bid has been prepared in good faith. The NHC nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 17.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

18. COMPETITION

- 18.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 18.1.1 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 18.1.2 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.
- 18.1.3 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

19. RESERVATION OF RIGHTS

- 19.1 Without limitation to any other rights of the NHC (whether otherwise reserved in this invitation to bid or under law), the NHC expressly reserves the right to: -
- 19.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
 - 19.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
 - 19.1.3 Reject all responses submitted by bidders and to embark on a new bid process;
 - 19.1.4 The National Heritage Council may request the shortlisted bidders to present their proposals to the Bid Evaluation Committee;
 - 19.1.6 To verify information provided for references to claim points;
 - 19.1.7 To disqualify any tender/bidder who misrepresented information to claim points and
 - 19.1.8 NHC will verify bidders Tax Compliant Status on CSD, if the bidder who scored the highest points is found to be non-compliant during the time of award, such bidder will be given seven days to sort out the tax matters with SARS and failure to do so within the stipulated period such bidder will be disqualified and the bidder who scored the second highest points will be recommended.

PART 2

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE NHC SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT REGULATIONS 2011 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.

14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**FAILURE TO COMPLY WITH THE FOLLOWING ABOVE MENTIONED INSTRUCTIONS
2,4,5,6,9,10,11,12,13 MAY LEAD TO YOUR BID BEING REJECTED**

PART 3 AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Company)

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF

COMPANY:.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner
of the business trading as

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as

.....

hereby authoriseto sign this bid as well as any contract
resulting from the bid and any other documents and correspondence in connection with this bid and /or
contract on behalf of

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at.....

.....
Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....
SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

DATE:

2

DATE:

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at.....

Mr/Ms....., whose signature appears below, has been authorised to

sign all documents in connection with this bid on behalf of:

.....

(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

.....

DATE: SIGNED ON BEHALF OF CO-OPERATIVE:

.....

NAME IN BLOCK LETTERS:

.....

WITNESSES: 1DATE:.....

2 DATE:

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in

connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....
Mr/Mrs....., Mr/Mrs.....,
Mr/Mrs.....and Mr/Mrs..... (whose
signatures appear below) have been duly authorised to sign all documents in connection with this bid on
behalf of: (Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (COMPANY NAME):

.....

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

.....

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (COMPANY NAME):

.....

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (COMPANY NAME):

.....

(PRINT NAME)

SIGNATURE:

DATE:.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

.....

.....

(Name of Consortium)

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....

PRE – QUALIFICATION REQUIREMENTS

1.1	Bid Document - All pages must be completed and signed (where signature is applicable) by the Bidder
1.2	Invitation to bid must be Completed and signed (SBD 1)
1.3	Pricing Schedule – Firm Prices must be fully completed and signed (Purchases) (SBD 3.1)
1.4	Pricing Schedules must be fully completed and signed (SBD 3.3)
1.5	Declaration of Interest must be fully completed and signed (SBD 4)
1.6	Preference Points Claim Forms must be fully completed and signed (SBD 6.1)
1.7	Declaration of Bidder's Past Supply Chain Management Practices must be fully completed and signed (SBD 8)
1.8	Certificate of Bid Determination must be fully completed and signed (SBD 9)
1.9	JV or Consortium Agreement where applicable must be attached
1.10	Fully accredited member of International Air Transport Association (IATA) or valid three year agreement with fully accredited agency
1.11	Signed Financial Statements confirming financial stability
FAILURE TO COMPLY WITH THE ABOVE MENTIONED PRE-QUALIFICATION INSTRUCTIONS WILL LEAD TO DISQUALIFICATION	

TERMS OF REFERENCE

Appointment of Travel Management
Company to Provide Travel
Management Services to National
Heritage Council

1. INTRODUCTION

One of the strategic objectives of the unit: Supply Chain Management is to enhance customer services and service delivery. In doing so, it is essential to provide a travel service to the NHC to ensure achievement of its goals and objectives. It is thus essential that the services contracted are of a high quality, and are efficient, effective and there is value for money in meeting such goals.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by NHC for the provision of travel management services. This RFP does not constitute an offer to do business with NHC, 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.

NHC means National Heritage Council.

RFP means Request for Proposal

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

VIP 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 Council 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 NHC 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

NHC 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. BRIEFING SESSION

None

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 on Government e-tender portal/NHC Website	26 November 2021
Briefing and clarification session	None
Enquiries/Questions relating to bid from bidder(s)	From 12/01/2022 to 07/02/2022
Bid closing date	11/02/2022
Notice to bidder(s)	NHC will endeavour to inform bidders of the progress until conclusion of the tender.

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

Any time or date in this bid is subject to change at the NHC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NHC 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 the NHC 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 person, [Mr Siphelele Skenjana via email procurement@nhc.org.za (012) 348 1663. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated office of the NHC 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 the NHC 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 the NHC must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, NHC 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. NHC and its employees and advisors will not be liable with respect to any information communicated which may not be 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 NHC (other than minor clerical matters), the Bidder(s) must promptly notify NHC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford NHC 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 NHC 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 recognises 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 condemns 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 NHC may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

The NHC 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.

12. SUBMISSION OF PROPOSALS

- 12.1. Bidders must ensure that their bids are delivered timeously to the correct address and directly to the bid box. The Council will not take any responsibility for late bids. The bid box is open from Monday to Friday – 08h00 to 16h30.
 - 12.2. Bid documents will only be considered if received by NHC before the closing date and time, regardless of the method used to send or deliver such documents to NHC.
- 13.** Forms with photocopied signatures or other such reproduction of signatures will be rejected.

14. Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.

14.1. Bidder(s) are required to submit **the Original and four (4) Copies of both their technical and financial proposal and one (1) CD-ROM with content of both proposals** by the closing date.

14.2. Bids should be in a sealed envelope clearly marked with the above bid number and description.

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

15. PRESENTATION / DEMONSTRATION

NHC will request shortlisted bidders to make presentations/demonstrations to NHC.

DURATION OF THE CONTRACT

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

16. SCOPE OF WORK

16.1. Background

The travel requisition process is currently a manual process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the NHC travel co-ordinator for booking finalisation through the travel management company.

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

- a) Provide NHC with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service level agreement;
- b) Achieve significant cost savings for NHC without compromising quality of services;
- c) Appropriately contain NHC and traveller risks.

16.2. Experience

17.2.1 The following should be submitted:

- (a) Evidence of track record in providing similar services (travel management services);
- (b) Reference letters with contactable numbers (at least 3)
- (c) The service provider shall demonstrate knowledge and skill during the pre-evaluation presentation in the roll out of a travel booking system.

- (d) At least a minimum of three years' experience in rendering travel management and bookings that are normally done by the travel consultants through the Global Distribution System (GDS).

17.2.2 Travel safety, security and Confidentiality

The ability to provide information on travel risks in all countries and indicate the process flow to follow should a need arise to evacuate the travellers. The service provider must indicate how they will handle confidentiality and safeguard NHC's data against any unauthorised individuals or third parties.

16.3. Travel Volumes

The current NHC total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the **FY 2019/2020** as follows:

Service Category	Estimated Number of Transactions per annum
Air travel - Domestic	1500
Air Travel - Regional & International	10
Car Rental - Domestic	1000
Car Rental - Regional & International	10
Shuttle Services - Domestic	100
Accommodation - Domestic	1500
Accommodation - Regional & International	10
Transfers - Domestic	100
Transfers - Regional & International	10
Bus/Coach bookings	10
Train - Regional & International	10
Conferences/Events	40
After Hours	120
Parking	50
Insurance	20
Forex	20
GRAND TOTAL	4,475

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.

16.4. Service Requirements

16.4.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of NHC, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that NHC 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.
- c. Familiarisation with current travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between NHC and third parties. Assist with further negotiations for better deals with travel service providers including the Small Medium Enterprise, (SMME's).
- e. Familiarisation with current Travel Policy and implementation 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 NHC 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 three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to NHC.

16.4.2. Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability within 24 hours. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.

- b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. Always endeavour to meet specific needs of the traveller within the approved travel policy.
- d. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- e. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- f. book the negotiated discounted fares and rates where possible.
- g. 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.
- h. book parking facilities at the airports where required for the duration of the travel.
- i. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- j. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- k. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- l. advise the Traveller of all visa and inoculation requirements well in advance.
- 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. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- p. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- q. Visa applications will be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- r. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, which are negotiated directly or established by National Treasury or by NHC are **non-**

commissionable, where commissions are earned for NHC bookings all these commissions should be returned to NHC on a quarterly basis.

- s. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by NHC.
- t. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per NHC's instructions.

16.4.3. **Air Travel**

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost-effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. 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.
- g. 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.
- h. The TMC will be responsible for the tracking and management of cancelled/unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their reporting period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

16.4.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the NHC's travel policy.
- d. NHC travellers may only stay at accommodation establishments with which the NHC 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 NHC.
- e. TMC to ensure accommodation vouchers are issued to all travellers for accommodation bookings, as well as ensuring that the hotel also receives the voucher prior the arrival of the traveller. NHC must be furnished with the invoices as per arrangement, such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their reporting period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as and revised by National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

16.4.5. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the NHC Travel Policy with the car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.

- e. The TMC will book transfers in line with the NHC Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the NHC and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

16.4.6. After Hours and Emergency Services

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

16.5. Communication

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

16.6. Financial Management

- 16.6.1. The TMC must implement the rates negotiated by the NHC with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 16.6.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the Council for payment within the agreed time period.
- 16.6.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 16.6.4. The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the NHC for the services rendered.
- 16.6.5. Original invoices supported with the relevant service provider's invoices. NHC will not pay invoices which are older than three months old without a letter explaining the reasons for the delays by the TMC.
- 16.6.6. A separate account for losses / damages /accident as a result of hired vehicles should be open by TMC. TMC is expected to assist NHC with investigation prior to payment of the claim and all relevant documents as follows:
 - signed rental agreement by the driver together with the pre and post vehicle inspection form;
 - signed accident report form by the driver;
 - copies of photos of the damage;
 - at least three quotations for repairs and / or a detailed motivation why three quotations cannot be provided; and
 - Report of investigation conducted by TMC and car hire companies
- 16.6.7. 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.
- 16.6.8. Consolidate Travel Supplier bill-back invoices.
- 16.6.9. NHC does not utilise travel lodge card.
- 16.6.10. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the NHC SCM Unit 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.

16.6.11. Ensure Travel Supplier accounts are settled timeously.

16.7. Technology, Management Information and Reporting

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

16.7.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

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

16.7.4. The TMC will be required to provide the NHC 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>

16.7.5. Reports must be accurate and be provided as per NHC'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).

16.7.6. NHC may request the TMC to provide additional management reports.

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

16.7.8. 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) 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.

ii. 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.
- 16.7.9. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.
- 16.7.10. TMC should make use of enabled communication platform by ensuring that they have access to use such platforms like Skype or WhatsApp applications to establish contact with travellers when required.

16.8. Account Management

- 16.8.1. An Account Management structure should be put in place to respond to the needs and requirements of the NHC and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 16.8.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the NHC's account.
- 16.8.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 16.8.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 16.8.5. Ensure that the Council's Travel Policy is enforced.
- 16.8.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 16.8.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

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

16.9. Value Added Services

The TMC must provide the following value-added services:

- 16.9.1. 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
- 16.9.2. Electronic voucher retrieval via web and smart phones;
- 16.9.3. SMS notifications for travel confirmations;
- 16.9.4. Travel audits;
- 16.9.5. Global Travel Risk Management;
- 16.9.6. VIP services for Executives that include but is not limited to check-in support.

16.10. Cost Management

- 16.10.1. The National Treasury cost containment initiative and the NHC's Travel Policy is establishing a basis for a cost savings culture.
- 16.10.2. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 16.10.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

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

16.11. Quarterly and Annual Travel Reviews

- 16.11.1. Quarterly reviews are required to be presented by the Travel Management Company on all NHC travel activity in the previous three-month period. These reviews are comprehensive and presented to Council's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 16.11.2. Annual Reviews are also required to be presented to the NHC's Senior Executives.
- 16.11.3. These Travel Reviews will include without limitation the following information
- (a) Declined / missed saving opportunities,
 - (b) Traveller behaviour with regard to advanced bookings and last-minute bookings,
 - (c) Payments made and outstanding monies,
 - (d) Costs incurred due to cancellations, credits and refunds,
 - (e) No shows,
 - (f) Late bookings and amendments,
 - (g) Losses, damages and accidents,
 - (h) Commissions and rebates payable to NHC,
 - (i) Expenditure breakdown per supplier, and
 - (j) Any other exceptions.

16.12. Office Management

- 16.12.1. The TMC to ensure high quality service to be delivered at all times to the NHC's travellers. The TMC is required to provide NHC with highly skilled and qualified human resources of the following roles but not limited to:
- a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - g. Strategic Account Manager (per hour)
 - h. System Administrator (General Admin)

16.13. Business Continuity Plan

The bidders must submit a Business Continuity Plan aim at addressing system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties or resource unavailability

16.14. On-site Facilities – None

17. PRICING MODEL

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

17.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

17.1.1. The transaction fee must be a fixed amount per service i.e one transaction fee for a return flight not one way etc . 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**)

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

17.2. Volume driven incentives

17.2.1. It is important for bidders to note the following when determining the pricing:

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

18.4 This section must be completed by bidder by answering yes / no

This form part of the administrative compliance by the bidders and failure to comply and attach proof will result in non-compliance and elimination thereof.

Requirement	Comply: Yes or No
E.g. Professional registration	

Criteria	COMPLY	
	YES	NO
1. Fully accredited member of International Air Transport Association (IATA)		
Substantiate/Comment/Evidence (Attach proof of membership)		
2. Financial Stability		
Substantiate/Comment/Evidence (Attach proof of Financial Statements)		

18. EVALUATION AND SELECTION CRITERIA

18.1. All bids received will be evaluated in 4 stages

Phase 1: Compliance with minimum requirements of bid

All bids duly lodged will be evaluated to determine compliance with bid pre-qualification requirements and conditions. Bids that do not comply with pre-qualification requirements will be disqualified and only Bidders that have met the Pre-Qualification Criteria will be evaluated for functionality.

Phase 2: Evaluation on Functionality, Presentation and on Price and BBEE This phase is divided into 3 stages:

Stage 1: Evaluation on functionality

All bids that comply with the minimum requirement/conditions of the bid will be evaluated in two stages - **First Stage**: Functionality will be assessed as per Scorecard and then **Second Stage**: The qualifying bidders in the **First Stage** will be evaluated further on price and BEE Contributor Level using 80/20 preference point system as prescribed in Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation of 2017, approved NHC Supply Chain Management Policy 2017. The evaluation will be done as follows.

The following is the weighting awarded for each element, and the threshold scores for each:

Evaluation Criteria	Reference	Sub-Criteria	Scale	Weight	Highest possible score
1. Experience				5 X 6	30
1.1. Bidder's proven competency in rendering the similar service, extensive knowledge of the project proven by the number years rendering the similar services including on-line booking tool. Testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) rendering similar services must be attached.	Paragraph 16.2	0-2 years 3-4 years 4-5 years 6-7 years 8+	1 2 3 4 5		
2. Services				5 X 5	25
2.1 Manage all reservations/ bookings, indicate how domestic (on-line) and international travel reservations/ bookings will be handled. Live presentation of the system: travel booking process, approvals, issuing of travel vouchers/ itineraries, reporting etc.	Paragraph 16.7.2	Information provided 2.1 2.1 & 2.2 2.1, 2.2 & 2.3	1 2 3		
2.2 Describe all refunds and non-refundable airline tickets. Describe in detail how will be the unused and cancelled air tickets be handled.	Paragraph 16.4.3	2.1, 2.2, 2.3 & 2.4	4		

2.3 Invoicing and management accidents claims from hired vehicles Describe how invoicing will be handled and list all supporting documents to validate the claim	Paragraph 16.6.5 & 16.6.6	2.1, 2.2, 2.3, 2.4 & 2.5	5		
2.4 Use of internet enabled communication platforms TMC should have access to use such platforms like Skype or WhatsApp applications to establish contact with travellers when required.	Paragraph 16.7.10				
2.5 After-hours and emergency services.	Paragraph 16.4.6				

Evaluation Criteria	Reference	Sub-Criteria	Scale	Weight	Highest possible score
The bidder must have capacity to provide reliable and consistent after hours and emergency support services. The bidder must have indicated how it is accessed, located, owned or outsourced?					
3. Systems				5 X 5	25
3.1 (a) Plans to set up a support system (b) training and workshops and time frames	Paragraph 16.8.7	Information provided 3.1 (a)	1		
3.2 (a) Provide a sample of the monthly & time frame to be provided to NHC (b) quarterly travel management review reports & time frame to be provided to NHC	Paragraph 16.8.8	3.1 (a) & b	2		
		3.1, 3.2. (a)	3		
		3.1 & 3.2	4		
3.3 Technology applicable to support MIS reports, reliability and consistency	Paragraph 16.7	3.1, 3.2 & 3.3	5		
4 Office Support and Management				5 X 4	20

4.1	Provide a detailed plan for implementing the travel management services. The plan must include the following: (a) Individuals responsible for implementation (b) Project plan for implementation including timeline, roles and responsibilities (c) Dependencies or third parties	Paragraph 16.4.1	4.1 (plan only)	1		
			4.1. (a&c),	2		
			4.1 (whole)	3		
			4.1 (whole) & 4.2	4		
4.2	Business Continuity Plan: How is the TMC address system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties or resource unavailability.	Paragraph 16.13	4.1, 4.2 & 4.3	5		
4.3	Describe how travellers data privacy interests will be safeguarded	Paragraph 35				
TOTAL PERCENTAGE						100%

(a) Bids will be rated in respect of each criterion on a scale of 1 – 5 i.e. 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good and 5 = Excellent. The maximum possible score that can be achieved for functionality is 100.

(b) The following formula will be utilised to convert the functionality scores

$$\sqrt{Ps} = So/Ms \times 100 \text{ where}$$

Ps = percentage scored for functionality by bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible

The bidder must score **a minimum of 70 out of 100 during** on functionality in order to be evaluated further (Stage 3 - presentation), bidders who failed to achieve the minimum qualifying score of 70 out of 100 on functionality will be disqualified and they will not be evaluated further on presentation.

Stage 2: Evaluation on presentations

Awarding of points to short listed bids: PRESENTATION OF PROPOSALS

Shortlisted service providers must be prepared to make presentations to NHC (at own expenses for at least 30 minutes (maximum) 15 min presentation and 15 min questions and answers) on how they will assist NHC to render a service in respect of travel services. Failure to attend the presentation when called upon will disqualify the bidder(s). Bidders presentations should focus on the evaluation criteria to substantiate further merits of their bid.

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

Bidders who managed to achieve a minimum score of 70 out of 100 on functionality will be called for presentations. The presentation will be evaluated according to the scorecard below:

Evaluation Criteria	scale	Weight	Highest possible score
1. Experience			30
1.1 Bidder's proven competency in rendering the similar service, extensive knowledge of the project proven by the number years rendering the similar services including on-line booking tool. Testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) rendering similar services must be attached.	1 to 5	6	
2. Services			25
2.1. Manage all reservations/ bookings, indicate how domestic (on-line) and international travel reservations/ bookings will be handled.	1 to 5	5	
Live presentation of the system: travel booking process, approvals, issuing of travel vouchers/ itineraries, reporting etc.			

<p>2.2. Describe all refunds and non-refundable airline tickets.</p> <p>Describe in detail how the online booking tool will track unused and cancelled air tickets and how refundable tickets and non-refundable tickets will be handled.</p>			
<p>2.3. Invoicing</p> <p>Describe how invoicing will be handled and list all supporting documents to validate the claim</p>			
<p>2.4. Social Media</p> <p>NHC will be making use of lodge card to settle for air travel, please indicate how reconciliation process will be handled, without delaying payment thereof.</p>			
<p>2.5. After-hours and emergency services.</p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support services. The bidder must indicate how it is accessed, located, owned or outsourced?</p>			
3. Systems			25
<p>3.1. Describe how travellers' data privacy interests will be safeguarded</p>	1 to 5	5	
<p>3.2 Ability to provide required solution without subcontracting. Is the system owned and operated by you or outsourced?</p>			
<p>3.3 Plans to set up a support system including training and time frame</p>			
<p>3.4 Report within a specified timeframe. Provide the sample of the monthly time frame to be provided to NHC.</p>			
<p>3.5 Ability to produce quarterly travel management review reports. Provide a sample of the report structure.</p>			
<p>4 Office Support and Management</p>			20

4.1 Describe what quality control procedures/processes that is in place to ensure that clients receive consistent quality service			
4.2 Provide a detailed plan for implementing the travel management services. The plan must include the following:			
(a) Individuals responsible for implementation			
(b) Project plan for implementation including timeline, roles and responsibilities			
(c) Dependencies or third parties			
			100%

(a) Bids will be rated in respect of each criterion on a scale of 1 – 5 i.e. 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good and 5 = Excellent. The maximum possible score that can be achieved for functionality is 100.

(b) The following formula will be utilised to convert the presentation scores

$$\sqrt{Ps} = So/Ms \times 100 \text{ where}$$

Ps = percentage scored for presentation by bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible

The minimum qualifying score for presentations is **70 out of 100**, bidders who fail to meet the minimum qualifying score of 70 out of 100 on presentations will be disqualified and they will not be evaluated further for price and BBEE.

Stage 4: Evaluation for price and BBEE

All bids who qualified/achieved the minimum qualifying score of 70 out of 100 on presentation will be evaluated further on price and BBEE.

EVALUATION IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEM

The bid will be evaluated in terms of the 80/20 point system as stipulated in Preferential Procurement Regulations, 2017, 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

Points for price will be calculated only for shortlisted bidder/s as follows:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

P min

Ps = Points scored for competitive price of bid or offer under consideration

Pt = Competitive price of bid or offer under consideration; and

Pmin = Competitive price of lowest acceptable bid or offer

The maximum possible score that can be achieved for price is 80 points.

NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor	0
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Note: No preference will be awarded without submitting of a valid certified copy B-BBEE certificate or a consolidated B-BEE Certificate in case of a Joint Venture, Trust or Consortium and total points scored will be calculated by adding points scored for price and B-BBEE Contributor Level.

AWARDING OF BID

The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy and Preferential Procurement Regulations of 2017.

In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Policy Framework Act)

a. Joint Ventures, Consortiums and Trusts

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

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. NHC 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.

b. Sub-contracting

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

The following is an extract from the PPPFA Act:

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

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

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Bidder’s understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.
- **Capability and experience** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills

STATS SA P0141 (CPI), Table E	Table E - All Items
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required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.
- **Letters of Good standing** – written supplier letters regarding relationship with the TMC – hotel accommodation, car hire, airlines and related services.

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

20. CONTRACT PRICE ADJUSTMENT

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

21. SERVICE LEVEL AGREEMENT

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

22. SPECIAL CONDITIONS OF THIS BID

NHC reserves the right:

- 22.1. 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)

- 22.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 22.3. To accept part of a tender rather than the whole tender.
- 22.4. 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.
- 22.5. 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.
- 22.6. 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.
- 22.7. Award to multiple bidders based either on size or geographic considerations.

23. NHC 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 the Council;
 - 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 Council 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 Council;
 - 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 Council as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from the Council 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. NHC 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 NHC 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 NHC'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 NHC 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 NHC against the bidder notwithstanding the conclusion of the Service Level Agreement between NHC 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 the Council, 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, NHC 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 NHC harmless from any and all such costs which NHC may incur and for any damages or losses NHC 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. NHC 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. NHC 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 whose verification against the Central Supplier Database (CSD) proves non-compliant. NHC 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. NHC 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 NHC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and NHC 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 NHC'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 NHC remain proprietary to NHC and must be promptly returned to NHC 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 NHC'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. NHC PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any NHC 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).

(a) Data transfer and accessibility after expiry of the contract

The service provider shall allow NHC to access information for a period of five (5) years after the expiry of the contract.

(b) Travel safety, security and Confidentiality

The ability to provide information on travel risks in all countries and indicate the process flow to follow should a need arise to evacuate the travelers. The service provider must indicate how they will handle confidentiality and safeguard NHC's data against any unauthorized individuals or thirds.

36. AVAILABILITY OF FUNDS

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

ENQUIRIES:

All enquiries relating to this document should be directed to:

Technical Questions regarding Terms of Reference and Procurement Procedures:

Contact Person: Mr. Siphelele Skenjana

Telephone: 012- 348 1663

Email: procurement@nhc.org.za

PART 4

37 ANNEXURES

- 37.1. Annexure 1: SBD 1 – Invitation to Bid;
- 37.2. Annexure 2: SBD 3.1 – Pricing Schedule – Firm Prices (Purchases)
- 37.3. Annexure 3: SBD 3.3 Pricing Schedule-Professional Services.
- 37.4. Annexure 4: SBD 4 – Declaration of Interest;
- 37.5. Annexure 5: SBD 6.1 – Preference Point Claim form in terms of Preferential Procurement Regulations 2011;
- 37.6. Annexure 6: SBD 8 – Declaration of Service Provider's past supply chain Management practices;
- 37.7. Annexure 7: SBD 9 – Certificate of Independent Bid Determination;

ALL STARDAND BIDDING DOCUMENTS ARE ATTACHED

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT (ANNEXURE A)
