



**Request for Proposal for Travel Management Services
For a period of 36 months**

RFB0306/2223

Date Issued: 24 June 2022

Closing date and time: 25 July 2022 at 11:00

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

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REQUEST FOR BID NO: RFB03062223
Appointment of Travel Management Companies
To Provide Travel Management Services to Competition Commission

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1. INTRODUCTION

The Commission is established in terms of Section 19 of the Act and is responsible for investigating complaints made against firms with regard to restrictive practices and abuses of dominance and for evaluating, approving or prohibiting mergers and acquisitions. The Commission is responsible for investigating complaints and conducting market inquiries with the aim of promoting a more competitive economy in the interest of workers, owners and consumers.

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 the Competition Commission.

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

This RFP does not constitute an offer to do business with the Competition Commission, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours.

Air travel means travel by airline on authorised official business.

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

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

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

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

Commerce 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 Virtual Card that is “Lodged” with the travel management company (TMC) or in-house Online Booking tool, and serviced by a supporting Bank.

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

Bidder(s) must be compliant when submitting a proposal to the Competition Commission 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).

4.2. Procurement Legislation

The Competition Commission 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. VIRTUAL BRIEFING SESSION

No Briefing Session

6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media	24 June 2022

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Bid closing date	25 July 2022 at 11h00am
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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 Competition Commission's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Competition Commission 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 Competition Commission 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, via email: tenders@compcom.co.za
- 7.2. The delegated office of the Competition Commission 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 Competition Commission 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 Competition Commission must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, the Competition Commission makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Competition Commission, 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 the Competition Commission (other than minor clerical matters), the Bidder(s) must promptly notify the Competition Commission in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Competition Commission 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 the Competition Commission 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 may result in the invalidation of such bids.

10. FRONTING

- 10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Competition Commission may have against the Bidder / contractor concerned.

11. MINIMUM COMPULSORY REQUIREMENTS

11.1. Gate 0: Pre-qualification Criteria

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

12. SUPPLIER DUE DILIGENCE

The Competition Commission 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.

13. SUBMISSION OF PROPOSALS

- 13.1. Bid documents must be placed in the tender box the aforesaid address on or before the closing date and time.
- 13.2. Bid documents will only be considered if received by the Competition Commission before the closing date and time.
- 13.3. The bidder(s) are required to submit one bid document and the electronic version of the bid document. The electronic file must be named properly for ease of reference during the evaluation process. Furthermore, the file and information in the memory stick must be labelled.
- 13.4. Bidders are requested to initial each page of the tender document on the top right hand corner.

14. PRESENTATION / DEMONSTRATION

The Competition Commission reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid process.

15. 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 Competition Commission currently uses an external travel management company to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently an outsourced automated process. After approval by management, the travel requisition is submitted by the Competition Commission's travel coordinator via email and telephone to the external company for bookings and confirmation. The Competition Commission's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide the Competition Commission with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for the Competition Commission without any degradation in the services;
- c) Appropriately contain the Competition Commission's risk and traveller risk.

16.2. Travel Services

The current Competition Commission travel services includes air travel, accommodation, car hire, forex, conference, etc. The table below details the travel services as follows:

Service Category
Air travel - Domestic
Accommodation - Domestic
Car Rental - Domestic
Shuttle Services - Domestic
Bus/Coach bookings
Conferences Rooms
Parking
After Hours and Emergency Services
Value Added Services
Air Travel - Regional & International
Accommodation - Regional & International
Car Rental - Regional & International
Transfers - Regional & International
Train & Bus - Regional & International
Insurance
After Hours and Emergency Services
Value Added Services

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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.

16.3. Service Requirements

16.3.1. 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 the Competition Commission. This will include employees and contractors, consultants and clients where the agreement is that the Competition Commission is responsible for the arrangement and cost of travel.
- b. Familiarisation with current the Competition Commission's travel business processes.
- c. Familiarisation with current travel suppliers and negotiated agreements that are in place between the Competition Commission and third parties.
- d. Familiarisation with current Competition Commission's Travel Policy and implementations of controls to ensure compliance.
- e. 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.
- f. Provide a facility for the Competition Commission to update their travellers' profiles.
- g. Assist to manage the third-party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- j. Provide the testimonials/reference letters from at least three (3) contactable existing/recent clients.

16.3.2. Reservations

The Travel Management Company will:

- a. Always endeavour to make the most cost effective travel arrangements.

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- b. 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.
- c. Obtain a minimum of three (3) price comparisons from all airlines, for all travel requests where the routing or destination permits.
- d. Book the negotiated discounted fares and rates where possible.
- e. 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.
- f. Book parking facilities at the airports where required for the duration of the travel.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates.
- j. Advise the Traveller of all visa and inoculation requirements well in advance.
- k. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- l. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- n. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- o. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by the Competition Commission are **non-commissionable**, where commissions are earned for the Competition Commission, bookings on all these commissions should be returned to the Competition Commission on a monthly basis.

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16.3.3. 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 lowest 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 to the traveller(s) 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 unused e-tickets as per agreement with the Competition Commission.
- i. Submission of proof or evidence of discounts on published fares.

16.3.4. 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 Competition Commission's travel policy.
- d. The Competition Commission travellers may only stay at accommodation establishments with which the Competition Commission has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or the Competition Commission.

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- e. Accommodation vouchers must be issued to all the Competition Commission travellers for accommodation bookings and must be invoiced to the Competition Commission monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.

16.3.5. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the Competition Commission's Travel Policy with the appointed 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. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- d. The TMC will book transfers in line with the Competition Commission's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- e. Travel / shuttle vouchers must be issued to all the Competition Commission travellers for shuttle bookings and must be invoiced to the Competition Commission monthly. Such invoices must be supported by a copy of the original shuttle charges.

16.3.6. After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations 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 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 travel Coordinators 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.

16.4. Communication

- 16.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the Competition Commission.

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

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

16.5. Financial Management

16.5.1. The TMC must implement the rates negotiated by the Competition Commission with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

16.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the Competition Commission for payment within the agreed time period.

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

16.5.4. The TMC will be required to offer a 30-day bill-back account facility to the Competition Commission 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 Competition Commission for the services rendered.

16.5.5. 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.

16.5.6. Consolidate Travel Supplier bill-back invoices.

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

16.5.8. Ensure Travel Supplier accounts are settled timeously.

16.6. Technology, Management Information and Reporting

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

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

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- 16.6.3. All management information and data input must be accurate.
- 16.6.4. The TMC will be required to provide the Competition Commission 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>
- 16.6.5. Reports must be accurate and be provided as per the Competition Commission'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).
- 16.6.6. The Competition Commission may request the TMC to provide additional management reports.
- 16.6.7. Reports must be available in an electronic format for example Microsoft Excel.
- 16.6.8. 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;

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- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

16.6.9. 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. Account Management

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

16.8. Value Added Services

The TMC must provide the following value added services:

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

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- xi. Supplier updates
- 16.8.2. Electronic voucher retrieval via web and smart phones;
- 16.8.3. SMS notifications for travel confirmations;
- 16.8.4. Travel audits;
- 16.8.5. Global Travel Risk Management;
- 16.8.6. VIP services for Executives that include, but is not limited to check-in support.
- 16.9. **Cost Management**
 - 16.9.1. The National Treasury cost containment initiative and the Competition Commission's Travel Policy is establishing a basis for a cost savings culture.
 - 16.9.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.
 - 16.9.3. 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.
 - 16.9.4. 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 Competition Commission'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.
- 16.10. **Quarterly and Annual Travel Reviews**
 - 16.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all the Competition Commission's travel activity in the previous three-month period. These reviews are comprehensive and presented to the Competition Commission's Procurement and Finance teams as part of the performance management reviews based on the service levels.
 - 16.10.2. Annual Reviews are also required to be presented to the Competition Commission's Senior Executives.
 - 16.10.3. These Travel Reviews will include without limitation the following information
 - i. Areas in need on immediate improvements (i.e. business process improvement);
 - ii. Cost savings and potential cost savings; and
 - iii. Travellers' feedback /response review.

16.11. Office Management

16.11.1. The TMC to ensure high quality service to be delivered at all times to the Competition Commission's travellers. The TMC is required to provide the Competition Commission 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)

17. PRICING MODEL

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

17.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

- 17.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- 17.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

AND

17.2. Management Fee

Refer Annexure A3: Pricing Schedule

- 17.2.1. The management fee is the total fee per annum that will be charged to the Competition Commission in twelve payments. The Competition Commission will pay the fee monthly in arrears.

17.3. Volume driven incentives

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

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

18. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Technical Criteria (Gate 1)	Evaluation Price and B-BEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 19.1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.
Financial Statement Analysis		
Bidders will be required to offer a 30 day bill-back account facility to the Competition Commission for the unanticipated events that can affect the lodge card. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the Competition Commission for the services rendered. OR the payments can be recovered once the lodge card balance is restored.		

18.1. Gate 0: Pre-qualification Criteria

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

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

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Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	YES	<ul style="list-style-type: none"> i. A valid and original Tax Clearance Certificate must be submitted with the bid. ii. The validity of the Tax Clearance Certificate issued by the South African Revenue Services certifying that the tax status of the Bidder is in order will be verified against the information recorded in the Central Supplier Database (CSD). iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES	Non-submission will lead to a zero (0) score on BBBEE
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration
IATA Licence / Certificate	YES	<ul style="list-style-type: none"> i. The successful bidder must have an IATA license and the capability to issue air tickets on their premises. ii. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. iii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
ASATA Certificate	YES	ASATA licence will be an added advantage. A certified copy of the license must be attached.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3

18.2. Gate 1: Technical Evaluation Criteria = 100 points

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

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

- i. Travel Technical Evaluation – Bidders will be evaluated out of **90** points and are required to achieve minimum threshold of **75** points of **90** points.
- ii. Presentation and system demonstration – Bidders will be evaluated out of 10 points and are required to achieve minimum threshold of 5 points out of 10 points.
- iii. The overall combined score must be equal or above **80 points** in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, the Competition Commission will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at the Competition Commission's sole discretion.

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

Functionality	Maximum Points Achievable	Minimum Threshold
Travel Technical Evaluation Details found in Annexure A2 – Technical Scorecard	90	75
Presentation and On-site Reference Checks	10	5
OVERALL COMBINED POINTS	100	80

18.3. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 80 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

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

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

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i. Stage 1 – Price Evaluation (80 Points)

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

ii. Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in TMCs scoring zero for B-BBEE.

Criteria		Points
Price Evaluation		80
$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$		
Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R5 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA or a letter from an

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		Accounting Officer as contemplated in the CCA or Affidavit.
Qualifying Small Enterprise (QSE)	Between R5 million and R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA
Large Enterprise (LE)	Above R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA

Bidder(s) who do not claim Preference Points will be scored zero for B-BBEE and cannot be excluded from the tender process.

b. Joint Ventures and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

c. Sub-contracting as a condition of tender for Procurement above R30 Million.

The following is an extract from the PPPFA Act:

- 14.1. The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups.
- 14.2. The term “feasible” is used in recognition of the fact that it may not always be possible to subcontract in all tenders due to the nature of some tenders. (For instance it may not be possible to sub-contract one piece of machinery that is above R 30 million)
- 14.3. Institutions must therefore identify procurement opportunities for designated groups where compulsory sub-contracting must be applied to all contracts/ projects above R30 million
- 14.4. The responsibility to determine whether it is feasible or not rests with the institution preparing the tender. Institutions must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.
- 14.5. Notwithstanding the minimum 30% compulsory sub-contracting provision, institutions may identify procurement opportunities for participation of designated groups in contracts or projects below R30 million.
- 14.6. Tenders must be advertised with a condition that tenderers who fail to comply with this requirement would be disqualified.

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- 14.7. Institutions must conduct market or industry research to identify level of transformation in the sector or commodity, role players and their B-BBEE status level and availability of EMEs or QSEs who may be eligible for subcontracting.
- 14.8. The Central Supplier Database (CSD) has been upgraded to allow bidders/ contractors/ suppliers access to CSD for identification of potential sub-contractors from the pool of EMEs or QSEs to advance designated groups.
- 14.9. In the case of construction and built environment sectors, nothing prevents bidders/ contractors/ suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.
- 14.10. Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.
- 14.11. The responsibility for inclusion of compulsory subcontracting clause in the tender rests with the institution.
- 14.12. The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier.
- 14.13. The contract will be concluded between the main contractor and the institution, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
- 14.14. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- 14.15. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.
- 14.16. The report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za
- 14.17. The Central Supplier Database (CSD) was enhanced to enable Institutions to search for suppliers based on the criteria as per Preferential Procurement Regulations, 2017. The following steps can be followed:
- 14.17.1.1. Step 1: Complete the basic search elements. The Institution's CSD user will be required to complete basic search elements like supplier, commodity and B-BBEE status level. Once the institution's CSD user clicks on the Search button, the matching records for the search input provided will be displayed. The multiple matching records resulting from the search will enable the additional filters and

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Preferential Procurement Regulations, 2017 filters options to further refine the search.

- 14.17.1.2. Step 2: Refine the search using additional filters. The additional filters will enable the Institution's CSD user to refine commodities and locations, if required. Once commodities and/or locations are selected from the filter results, the institution's CSD user may click on the "Apply" button. Results will be refined based on the additional criteria that were applied.
- 14.17.1.3. Step 3: Refine the search using Preferential Procurement Regulations 2017 filters. The filters will enable the institution's CSD user to refine the search for potential suppliers based on:
- a) B-BBEE status level of contributor; or
 - b) Enterprise type (Exempted Micro Enterprise (EME) and/or Qualifying Small Enterprise (QSE)); and/or
 - c) Designated groups which are at least 51% are owned by:
 - i. Black people
 - ii. Black people who are youth
 - iii. Black people who are women
 - iv. Black people with disabilities
 - v. Black people who are military veterans
 - vi. Black people that formed a cooperative (primary, secondary or tertiary cooperative)
 - vii. Black people living in rural areas or underdeveloped area or townships.
 - viii. EME or QSE
- 14.18. The Institution must make available the list of suppliers registered on the CSD to provide the required goods or services in respect of the applicable designated groups mentioned in the relevant tender from which the tenderer must select a supplier.
- 14.19. Practitioners are encouraged to frequently visit the CSD website to familiarize themselves with developments on the steps mentioned in paragraph 14.17.1.1 to 14.17.1.3. As more information on developments around this provision will be shared through the CSD.
- 14.20. Where no tenderer meets sub-contracting criteria, institutions must cancel the tender and investigate reasons for tenderers failing to meet compulsory sub-contracting.
- 14.21. In the event of uncertainty with regard to information provided by the tenderer and the CSD is unable to verify such information at that stage, the institution may request necessary proof to substantiate the information provided.

EVALUATION OF TENDERS

15. EVALUATION OF TENDERS BASED ON FUNCTIONALITY AS A CRITERION

Tenders invited on the basis of functionality as a criterion must be evaluated in two stages – first functionality must be assessed and then in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations 6 and 7. The evaluation must be done according to Procurement Regulations 2017 as follows:

15.1. First stage – Evaluation of functionality

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15.1.1. Tenders must be evaluated in terms of the provisions contained in paragraph 5 of this implementation guide.”

15.1.2. A tender will be considered further if it achieves the prescribed minimum qualifying score for functionality.

15.1.3. If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:

a) The scores for each criterion (and, where relevant, each sub-criterion) should be added to obtain the total score; and

b) The following formula should be used to convert the total score converted to a percentage for functionality:

$$PS = \frac{So}{Ms} \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration Ms = maximum possible score

15.1.4. The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

15.1.4.1.1. Second stage – Evaluation in terms of the 80/20 or 90/10 preference point systems

15.1.5. Only bids that achieve the minimum qualifying score / percentage for functionality must be evaluated further in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations 6 and 7. [Guidance on the evaluation of bids in terms of the 80/20 or 90/10 preference points systems is provided in paragraph 17 of this Guide].

EVALUATION IN TERMS OF PRICE AND PREFERENCE POINT SYSTEMS

17.1.1. The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

17.1.2. When calculating prices:

17.1.2.1. Unconditional discounts must be taken into account for evaluation purposes; and

17.1.2.2. Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

17.1.3. The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

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$$Ps = 80 - 1 - \frac{Pt - Pmin}{Pmin}$$

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender.

90/10 Preference point system [(for acquisition of goods or services with a Rand value above R50 million) (all applicable taxes included)]

$$Ps = 90 - 1 - \frac{Pt - Pmin}{Pmin}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender.

17.1.4. Points scored must be rounded off to the nearest 2 decimal places.

17.2. Step 2: Calculation of points for B-BBEE status level of contributor

17.2.1. Points must be awarded to a bidder for attaining the B-BBEE status level Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributors	0	0

17.3. Calculation of total points scored for price and B-BBEE status level of Contributor

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.

16. GENERAL CONDITIONS OF CONTRACT

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the Competition Commission is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to which the Competition Commission together with its bid, duly signed by an authorised representative of the bidder.

17. CONTRACT PRICE ADJUSTMENT

Condition still to be added

1. Normal CPI adjustment annually
2. Comprehensive Formula based on Cost Element Breakdown

18. SERVICE LEVEL AGREEMENT

- 18.1.** Upon award the Competition Commission and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by which the Competition Commission, more or less in the format of the draft Service Level Agreement included in this tender pack.
- 18.2.** The Competition Commission reserves the right to vary the proposed terms and conditions of the draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.
- 18.3.** Quality service (turnaround times of request)
- 18.4.** Bidder(s) are requested to:
 - a. Comment on the terms and conditions set out in the Service Level Agreement and where necessary, make proposals to the terms and conditions;
 - b. Each comment and/or amendment must be explained; and
 - c. All changes and/or amendments to the Service Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.
- 18.5.** The Competition Commission 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 Competition Commission or pose a risk to the organisation.

19. SPECIAL CONDITIONS OF THIS BID

The Competition Commission reserves the right:

- 19.1.** Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.

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- 19.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 19.3. To accept part of a tender rather than the whole tender.
- 19.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 19.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 19.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.7. Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and BEE evaluation stage. In this regard bidders are referred to Section 17 (EVALUATION AND SELECTION CRITERIA) in terms of which bidders are required to submit completed sets of audited/reviewed annual financial statements for 3 (three) periods, in the name of the bidding entity. (Submission of none or less than the required periods should be accompanied by a letter of explanation);
- 19.8. To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.
- 19.9. Not to award the tender to the bidder whose financial statements are not in order.
- 19.10. Award to multiple bidders to spread the risk.

20. THE COMPETITION COMMISSION REQUIRES BIDDER(S) TO DECLARE

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

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

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1. The Competition Commission reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Competition Commission or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Competition Commission'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;

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- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 22.1.** The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the Competition Commission relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 22.2.** It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Competition Commission against the bidder notwithstanding the conclusion of the Service Level Agreement between the Competition Commission and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23. PREPARATION COSTS

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

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Competition Commission incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder

indemnifies and holds the Competition Commission harmless from any and all such costs which the Competition Commission may incur and for any damages or losses the Competition Commission may suffer.

25. PRECEDENCE

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

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Competition Commission shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

27. TAX COMPLIANCE

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

28. NATIONAL TREASURY

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. The Competition Commission reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise

out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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

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

31. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Competition Commission'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 Competition Commission remains the property of the Competition Commission and must be promptly returned to the Competition Commission upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the Competition Commission'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.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

32. THE COMPETITION COMMISSION PROPRIETARY INFORMATION

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

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SBD 1 Invitation to Bid

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

NAME OF BIDDING ENTITY: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: CODE: _____ NUMBER: _____

CELLPHONE NUMBER: _____

FACSIMILE NUMBER: CODE: _____ NUMBER: _____

EMAIL ADDRESS: _____

VAT REGISTRATION NUMBER: _____

HAS AN ORIGINAL VAT CERTIFICATE BEEN ATTACHED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES
OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

ALL QUERIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO THE
PROCUREMENT SPECIALIST.

tenders@compcom.co.za

only written enquiries will be attended to

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SBD 3.1 PRICING SCHEDULE – FIRM PRICES PURCHASES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder: _____

Bid Description: _____ **Bid No:** _____

Closing Date: _____ **Closing Time:** _____

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA
	(INCLUDING VAT)		

Required by: _____

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specification? *YES/NO

If not to specification, indicate deviation(s): _____

Period required for delivery: _____

*Delivery: Firm/not firm

Delivery basis (all delivery costs must be included in the bid price): _____

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

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

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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

¹ "State" means –

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

YES/NO

If so, furnish the following particulars: _____

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

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

Position occupied in the state institution: _____

Any other particulars: _____

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

YES / NO

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

YES / NO

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

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

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

YES/ NO

2.8.1 If so, furnish particulars:

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

YES/NO

2.9.1 If so, furnish particulars.

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

YES/NO

2.10.1 If so, furnish particulars.

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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

4. DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

- 1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice

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on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

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

or

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....

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**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

Notes	<p>The purpose of this document is to draw special attention to certain general conditions applicable to government bids, contracts and orders; and to ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter. The General Conditions of Contract will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.</p>
General Conditions of Contract Definitions	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19"Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p>

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	<p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
Application	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
General	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za .
Standards	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
Use of contract documents and information; inspection	The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
Patent rights	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
Performance security	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be either a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier’s or certified cheque. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
Inspections, tests and analyses	All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. Where the supplies or services comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. Supplies and services which do not comply with the contract requirements may be rejected. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply

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	with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. The provisions shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clauses of GCC.
Packing	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
Delivery and Documents	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. Documents to be submitted by the supplier are specified in SCC.
Insurance	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
Transportation	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
Incidental services	The supplier may be required to provide any or all of the services, including additional services, if any, specified in SCC, including a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
Spare parts	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
Warranty	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
Payment	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. Payment will be made in Rand unless otherwise stipulated in SCC.

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Prices	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
Contract Amendments	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
Assignment	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
Subcontracts	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
Delays in the supplier's performance	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. Except as provided, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC without the application of penalties. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier
Penalties	If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract.
Termination for default	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of

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	the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
Anti-dumping and countervailing duties and rights	When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
Force Majeure	Notwithstanding the provisions of GCC Clauses, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
Termination for insolvency	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
Settlement of Disputes	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
Limitation of liability	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
Governing Language	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
Applicable law	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
Notices	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
Taxes and duties	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the

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	Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
National Industrial Participation (NIP) Programme	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
Prohibition of Restrictive practices	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.