transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1
Enq: Mr. L. Mashile/Mr.T. Mkhari
Tel Number: (012) 309-3429/3011

Dear Sir / Madam

BID NUMBER: DOT/03/2020/COO

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

   - The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
   - Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
   - The attached forms, if completed in detail and returned, will form part of your bid; and
   - Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
   - **Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked "Technical proposal" and four PDF format CD's or USB's of the technical proposal, and one (1) Original hard copy of the financial proposal inside marked "Financial proposal" on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.**

2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.

3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.

4 Kindly take note that this is a two envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two envelope system will be disqualified.

Kind Regards

for DIRECTOR GENERAL: TRANSPORT

DATE 22/01/2021

CHECKLIST: DOT/03/2020/COO: APPOINTMENT OF A SEVICE PROVIDER: TRAVEL MANAGEMENT SERVICE FOR THE NATIONAL DEPARTMENT OF TRANSPORT FOR THE PERIOD OF 36 (THIRTY-SIX) MONTHS

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be **deposited in the Tender Box before the closing date and time**?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official **complete and sign the SBD 1 Form**?		
3	Is the **SBD 4 Form completed and signed**?		
4	Is the **SBD 6.1 Form completed and signed**? In bids where consortia /joint ventures sub-contractors are involved, **both parties must submit one B-BBEE Status Level Verification Certificate.**		
5	Is the **SBD 8 Form completed and signed**?		
6	Is the **SBD 9 Form completed and signed**?		
7	Have you taken note of the General Conditions of Contract and **signed** the bottom of each page thereof?		
8	Have you taken note of the Special Conditions of Contract and **signed** the bottom of each page thereof		
9	**Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?**		
10	**Please note that late bids will not be considered.**		
11	**CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?**		

Declaration: I, the undersigned (Full Name).. certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

....	....
Signature	**Date**
....	....
Position	**Name of Bidder**

ANNEXURE A

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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, shareholder[2]): ....

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**

2.7.1 If so, furnish the following particulars:

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:
………………………………………………………………………
………………………………………………………………………
………………………………………………………………………

2.7.2 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**

2.7.2.1 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.

2.7.2.2 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.

....
....
....

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 2011

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, 2011.

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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 The value of this bid is estimated to exceed/not exceed 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

*(p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

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

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

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

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 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.

(***Tick applicable box***)

YES		NO	

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:...

9.2 VAT registration number:...

9.3 Company registration number:...

.9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
…………………………………………………………………………………………………..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business:……………………………

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ....
....

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………………… **Signature**

…………………………… **Date**

…………………………………………… **Position**

…………………………… **Name of Bidder**

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_______________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…………………………………………	…………………………………
Signature	Date
…………………………………………	…………………………………
Position	Name of Bidder

Js914w 2

Terms of Reference for the Appointment of a Service Provider: Travel Management Service for the National Department of Transport For the period of 36 (thirty-six) months

[RFP NUMBER]

Date Issued: [TBC]

Closing date and time: [TBC]

Bid Validity Period: [120 days]

TENDER BOX ADDRESS:

ADDRESS: Forum Building

ADDRESS: 159 Struben Street

ADDRESS: Pretoria

TABLE OF CONTENT

1. INTRODUCTION

The National Department of Transport's mission is to lead the development of integrated efficient transport systems by creating a framework of sustainable policies, regulations and implementable models to support government strategies for economic, social and international development. In the course and scope of executing its mandate, the Department requires its officials to travel both within the borders of South Africa and internationally on official Departmental business.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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

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

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

3. DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 07h30 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

Air travel means travel by airline on authorised official business.

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

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

Department means the National Department of Transport 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 credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged. .

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 Department 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.

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 Departmental official, consultant or contractor travelling on official business on behalf of the Department.

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

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to National Department of Transport and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

National Department of Transport has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential

Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3. Technical Legislation and/or Standards

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

5. BRIEFING SESSION

A compulsory briefing and clarification session will be held at the Fish Eagle Boardroom, Forum Building, 159 Struben Street, Pretoria, on *the TBC* to clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders attend the briefing session.

6. DATES AND TIMES

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

Any time or date in this bid is subject to change at National Department of Transport's discretion. The establishment of a time or date in this bid does not create an obligation on the part of National Department of Transport 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 National Department of Transport extends the deadline for bid submission for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms IM Lehari via email Leharil@dot.gov.za and/or 012-3093832. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

7.2. The delegated office of National Department of Transport 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 National Department of Transport 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 National Department of Transport must be done in writing.

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

7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by National Department of Transport (other than minor clerical matters), the Bidder(s) must promptly notify National Department of Transport in writing of such discrepancy, ambiguity, error or inconsistency in order to afford National Department of Transport 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 National Department of Transport will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies National Department of Transport may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

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

12. SUBMISSION OF PROPOSALS

12.1. Bid documents may either be placed in the tender box or couriered to the Forum Building, 159 Struben Street, Pretoria on or before the closing date and time.

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

12.3. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) with content of each file by the *29 September 2017 at 11:00TBC.* Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
Exhibit 1: Pre-qualification documents *(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))*	**Exhibit 1:** Pricing Schedule *(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)*
Exhibit 2: • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses in line with the Technical Evaluation Criteria at Annexure A2 and labelled,	

following the numbering and sequence in the said document. *(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)*	
Exhibit 3: • General Conditions of Contract (GCC) • Draft Service Level Agreement *(Refer to Section 20 – Service Level Agreement)*	
Exhibit 4: • Company Profile • Any other supplementary information	

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

13. PRESENTATION / DEMONSTRATION

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

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of **36 (thirty-six) months**, which is conditional on the performance standards described in the Service Level Indicators (Annexure A).

15. SCOPE OF WORK

15.1. Background

National Department of Transport currently uses Travel With Flair (Pty) Ltd to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a manual process. The travel requisition is manually captured on forms (Trip Authorisation Form (VA26); Trip Amendment Form; Requests for External Venues) that go through a manual authorisation approval.

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

a) Provide National Department of Transport 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 National Department of Transport without any degradation in the services;
c) Appropriately contain National Department of Transport's risk and traveller risk.

15.2. Travel Volumes

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

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure incl VAT and excl Service Fees per annum
Air travel – Domestic	3550	R17 076 043.60
Air Travel - Regional & International	98	R3 725 043.44
Ground transport –	3775	R 12 444 372.40
Car Rental - Regional & International (Only if DIRCO cannot provide the service due to time constraints)	0	R0-00
Shuttle Services –	Incl in Ground transport	Incl in Ground transport
Accommodation - Domestic	4042	R13 704 841.00
Accommodation - Regional & International - Regional & International (Only if DIRCO cannot provide the service due to time constraints)	17	R212 940.00

Transfers –	Incl in Ground transport	Incl in Ground transport
Transfers - Regional & International (Only if DIRCO cannot provide the service due to time constraints)	0	R0-00
Bus/Coach bookings	*Incl in Ground transport*	*Incl in Ground transport*
Conferences/Events	113	R 9 646 383.23
After Hours	619	R92 850.00
Parking (at Hotels only)		
Insurance (International Travel only)	0	R0-00
GRAND TOTAL	**12214**	**r56 902 473.70**

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

15.3. Service Requirements

15.3.1. General

The successful bidder will be required to provide 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 National Department of Transport, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that National Department of Transport is responsible for the arrangement and cost of travel.

b. Provide travel management services during normal office hours (Monday to Friday 07h30 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.

c. Familiarisation with current National Department of Transport travel business processes.

d. Familiarisation with current travel suppliers and negotiated agreements that are in place between National Department of

Transport and third parties. Assist with further negotiations for better deals with travel service providers.

e. Familiarisation with current National Department of Transport Travel Policy and implementations of controls to ensure compliance.

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

g. Provide a facility for National Department of Transport to update their travellers' profiles.

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

i. Consolidate all transaction invoices from travel suppliers.

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

k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to National Department of Transport.

l. The bidder must be a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid by closing date and time.

15.3.2. **Reservations**

The Travel Management Company will:

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

b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.

c. 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.

d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.

e. book the negotiated discounted fares and rates where possible.

f. 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.

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 and times.

j. advise the Traveller of all visa and inoculation requirements well in advance but will not be responsible for the visa applications.

k. assist with 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. implement the negotiated airline fares, accommodation establishment rates, car rental rates, etc, which are negotiated directly or established by National Treasury or by National Department of Transport and are **non-commissionable**. Where commissions are earned for National Department of Transport through bookings, all these commissions should be returned to National Department of Transport on a quarterly basis. Should the contractor fail to act accordingly without justifiable reasons, such failure will be construed as misrepresentation of facts for which the National Department of Transport will have a right to impose sanctions in accordance with applicable prescripts.

p. Will ensure confidentiality in respect of all travel arrangements and concerning all persons requested by National Department of Transport.

q. Timeous submission of proof that services have been satisfactorily rendered (invoices) as per National Department of Transport's instructions.

15.3.3. **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 most cost effective airfares possible for domestic travel.

c. For international flights, the airline which provides the most cost effective route and thereafter practical routings may be used.

d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

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

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

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

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

i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.

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

k. Assist with lounge access if and when required.

15.3.4. **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 National Department of Transport's travel policy.

d. National Department of Transport travellers may only stay at accommodation establishments with which National Department of Transport 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 National Department of Transport.

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

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

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

15.3.5. **Car Rental and Shuttle Services**

a. The TMC will book the approved category vehicle in accordance with the National Department of Transport 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. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.

e. The TMC will book transfers in line with the National Department of Transport Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

f. The TMC should manage shuttle companies on behalf of the National Department of Transport and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

15.3.6. **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 (17h00 to 07h30) and twenty-four (24) hours on weekends and Public Holidays.

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

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

15.4. Communication

15.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of National Department of Transport.

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

15.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

15.5. Financial Management

15.5.1. The TMC must implement the rates negotiated by National Department of Transport with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

15.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to National Department of Transport for payment within the agreed time period.

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

15.5.4. The TMC will be required to offer a 30-day bill-back account facility to National Department of Transport for **domestic and international accommodation, ground transport as well as venues. In instances where the lodge card is declining, a weekly bill-back account facility will come into effect as agreed upon by the parties**. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices National Department of Transport for the services rendered.

15.5.5. 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.

15.5.6. Consolidate Travel Supplier bill-back invoices.

15.5.7. The National Department of Transports has a lodge card for the payment of air (domestic and international), conferences and ad hoc procurement of international accommodation. The TMC will raise invoices for the individual transactions incurred on the card within the agreed timeframes. Domestic accommodation and ad hoc car rentals will be on a 30-day bill back system.

15.5.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to National Department of Transport's Travel Services monthly on the agreed dates. This includes attaching the Travel Authorisation (VA26; Trip Amendment form or Request to Hire External Venue) and other supporting documentation (e.g. vouchers (accommodation, external venue, car hire and flights), cost comparisons for conferencing, supplier invoices, meal slips, GDS print for air tickets, Refund breakdown from Airline, proof of Lodge card transactions in respect of Ticket refunds and associated fees) to the invoices reflected on the Service provider bill-back report or the credit card statement.

15.5.9. Ensure Travel Supplier accounts are settled timeously.

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

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

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

15.6.3. All management information and data input must be in real time, accurate and complete. This information should be provided as and when required as well as at the end of the contract period.

15.6.4. The TMC will be required to provide the National Department of Transport with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx

15.6.5. Reports must be accurate and be provided as per National Department of Transport's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

15.6.6. National Department of Transport may request the TMC to provide additional management reports.

15.6.7. Reports must be available in an electronic format viz. Microsoft Excel.

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

i. Travel

a) After hours' Report;
b) Compliments and complaints;
c) Consultant Productivity Report;
d) Long term accommodation and car rental;
e) Extension of business travel to include leisure;
f) Upgrade of class of travel (air, accommodation and ground transportation);
g) Bookings outside Travel Policy.

ii. Finance

a) Reconciliation of commissions/rebates or any volume driven incentives;
b) Creditor's ageing report;
c) Creditor's summary payments;
d) Daily invoices;

e) Reconciled reports for Travel Lodge card statement;

f) No show report;

g) Cancellation report;

h) Receipt delivery report;

i) Monthly Bank Settlement Plan (BSP) Report;

j) Refund Log;

k) Open voucher report, and

l) Open Age Invoice Analysis.

15.6.9. 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.

15.7. **Account Management**

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

15.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the National Department of Transport's account.

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

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

15.7.5. Ensure that the National Department of Transport's Travel Policy is enforced.

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

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

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

15.8. **Value Added Services**

The TMC must provide the following value added services:

15.8.1. Destination information for regional and international destinations:

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

15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

15.8.4. Travel audits;

15.8.5. Global Travel Risk Management;

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

15.9. **Cost Management**

15.9.1. The National Treasury cost containment initiative and the National Department of Transport's Travel Policy is establishing a basis for a cost savings culture.

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

15.9.3. 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.

15.9.4. 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 National Department of Transport's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

15.10. **Quarterly and Annual Travel Reviews**

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

15.10.2. Annual Reviews are also required to be presented to National Department of Transport's Senior Executives.

15.10.3. These Travel Reviews will include without limitation the following information in the format required by National Treasury:

i. Hiring of Venues

ii. Air Travel (Domestic and International)

iii. Accommodation (Domestic and International)

iv. Ground Transport (Domestic and International)

15.11. Office Management

15.11.1. The TMC to ensure high quality service to be delivered at all times to the National Department of Transport's travellers. The TMC is required to provide National Department of Transport 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)

15.12. On-site Facilities

15.12.1. If it is agreed between the parties that the TMC will be on-site, National Department of Transport will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

i. Office Space
ii. Telephone line and telephone for internal calls only
iii. Bathroom facilities

16. PRICING MODEL

National Department of Transport requires bidders to propose the transactional fee model. National Department of Transport will at their discretion select the best possible cost effective solution.

16.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

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

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

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

16.2. **Volume driven incentives**

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

i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

ii. No override commissions earned through National Department of Transport reservations will be paid to the TMCs;

iii. An open book policy will apply and any commissions earned through the National Department of Transport volumes will be reimbursed to National Department of Transport.

iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

17. EVALUATION AND SELECTION CRITERIA

National Department of Transport 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 Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of **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.

Pricing Schedule	**YES**	Submit full details of the pricing proposal as per **Annexure A3 in a separate envelope**
Submission of administrative documents as well as documents for technical responses in accordance with the order of the Technical Evaluation Criteria at Annexure A2 and labelling following the numbering and sequence in the said document, including supporting documentation.	**YES**	Bidders are required to submit the response to Technical portion of the Bid using the labelling and numbering in the Technical Evaluation Criteria at Annexure 2. Comply

17.2. **Gate 1: Technical Evaluation Criteria = 100 points**

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

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

i. Desktop Technical Evaluation – Bidders will be evaluated out of **80 points** and are required to achieve minimum threshold of **70 points of 80 points**. Only bidders who score a **minimum of 70 points** will proceed to be evaluated on presentation and system demonstration.

ii. Presentation and system demonstration – Bidders will be evaluated out of **20 points** and are required to achieve minimum threshold of **10 points** out of **20 points**. Failure to obtain a **minimum of 10 points** under this category will lead to automatic disqualification.

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, National Department of Transport 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 National Department of Transport's sole discretion.

17.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of National Department of Transport'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

Document that must be submitted	Non-submission / non-compliance will result in disqualification?	
Bidder Compliance form for Functional Evaluation	**YES**	Complete and sign
Registration on Central Supplier Database (CSD	**NO**	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**	i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. 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 Membership	**YES**	i. Bidders are required to submit proof of their membership with the Association of South African Travel Agents at closing date.

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

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	**80**	**70**
Live system demonstration	**20**	**10**
OVERALL COMBINED POINTS	**100**	**80**

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

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

i. ***Stage 1 – Price Evaluation (90 Points)***

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

ii. ***Stage 2 – BBBEE Evaluation (20 Points)***

a. BBBEE 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 Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

b. Joint Ventures, Consortiums and Trusts

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Department of Transport will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Should the BEE status change within the duration of the contract, the contractor should accordingly inform National Department of Transport of the changed status and its impact on the BEE status. Failure to do so will be construed as misrepresentation of facts for which the Department will have a right to impose sanctions in accordance with applicable prescripts, subject to the merits of each case.

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

c. Sub-contracting

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

The following is an extract from the PPPFA Act:

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

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

iii. ***Stage 3 (80 + 20 = 100 points)***

The Price and BBBEE points will be consolidated.

18. GENERAL CONDITIONS OF CONTRACT

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

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which National Department of Transport is prepared to enter into a contract with the successful Bidder(s).

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

19. CONTRACT PRICES

The prices submitted by the bidder must be fixed for the duration of the contract.

20. SERVICE LEVEL AGREEMENT

20.1. The attached Service Level Agreement should be signed and submitted with the bid which will subsequently be signed by the National Department of Transport upon contract award.

20.2. Any counter conditions or amendments will not be acceptable to the department.

21. SPECIAL CONDITIONS OF THIS BID

National Department of Transport reserves the right:

21.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

21.2. 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).

21.3. To accept part of a tender rather than the whole tender.

21.4. 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.

21.5. 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.

21.6. 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.

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

22. NATIONAL DEPARTMENT OF TRANSPORT REQUIRES BIDDER(S) TO DECLARE

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

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

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

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 National Department of Transport 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 National Department of Transport;

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 National Department of Transport as a client before any other consideration; and

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

23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1. National Department of Transport 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 National Department of Transport 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 National Department of Transport's officers, directors, employees, advisors or other representatives;

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

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

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

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

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

24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

24.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that National Department of Transport 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.

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

25. PREPARATION COSTS

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 National Department of Transport, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

26. INDEMNITY

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

27. 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.

28. LIMITATION OF LIABILITY

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

29. TAX COMPLIANCE

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

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

31. GOVERNING LAW

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

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

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

33. 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 National Department of Transport'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 National Department of Transport remain proprietary to National Department of Transport and must be promptly returned to National Department of Transport upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Annexure A2

DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

The form must be submitted in File 1 (Technical file), Exhibit 2

EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	**Experience of the bidder**	Exhibit 2: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	**Manage all reservations and bookings**	Exhibit 2: Page 13 to 15	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	**Manage all refunds and non-refundable airline-tickets**	Exhibit 2: Page 17 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
Excellent	**Exceeds** the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	**5**
Good	**Satisfies** the requirement with **minor additional benefits**. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and	**4**

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

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
DESKTOP EVALUATION		80			
1	GENERAL	Total weight of Section 1: 5	SECTION 15.3.2		
1.1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.	**3**	Section 15.3.1 (j)	6	
1.2	Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to National Department of Transport whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.	**2**	Section 15.3.1 (k)		

1

2

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
2	RESERVATIONS	Total weight of Section 2: 15	SECTION 15.3.2 TO 15.3.6		
2.1	**Manage all reservations/ bookings.** Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.	**5**	Section 15.3.2 Section 15.3.3 Section 15.3.4 Section 15.3.5		
2.2	**Manage group bookings.** Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.	**2**	Section 15.3.2 (h)		
2.3	**Directly negotiated rates** Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by	**1**	Section 15.3.2 (o)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	National Treasury or by National Department of Transport are **non-commissionable**, where commissions are earned for National Department of Transport bookings, all these commissions must be returned to National Department of Transport on a quarterly basis. Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.				
2.4	**Manage airline reservations.** Describe in detail the process of booking the most cost-effective and practical routing for the traveller. This will include, without limitation, the refund process and how you manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.	**5** ✓	Section 15.3.3	15	
2.5	**After-hours and emergency services** The bidder must have capacity to provide reliable and consistent after hours and	**2** ✓	Section 15.3.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
	emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365 - a reminder to National Department of Transport to process purchase orders within 24 hours to reduce queries on invoices				
3	COMMUNICATION	Total weight of section 3: 10	SECTION 15.4		
3.1	Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow.	**10**	Section 15.4		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
4	FINANCIAL MANAGEMENT	Total weight of Section 4: 20	SECTION 15.5		
4.1	Describe how you will implement the negotiated rates and maximum allowable rates established either by the National Department of Transport or the National Treasury. Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to National Department of Transport. Please describe credit card ~~30 day~~30-day reconciliation process, timing and deliverables.	**20**	Section 15.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
5	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	Total weight of section 5: 18	SECTION 15.6		
5.1	Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT). Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web rates. Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, detailed transaction level data including necessary access thereto, etc. (refer to the detail in **Section 15.6.6**). Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised. Provide a description of all technology and reporting products proposed for National Department of Transport.	**18** ✓	Section 15.6		

10

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	Can the TMC comply with the National Department of Transport's monthly reporting requirement as prescribed by National Treasury from time to time (currently minimum Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17).				
6	ACCOUNT MANAGEMENT	Total weight of section 6: 6	SECTION 15.7		
6.1	Provide the proposed Account Management structure / organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.	**6**	Section 15.7.1 and 15.7.2 Section 15.7.3 Section 15.7.4		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	What is in place to ensure that the National Department of Transport's travel Policy is enforced?		Section 15.7.5		
	How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys?		Section 15.7.6		
	Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.		Section 15.7 7		
7	QUARTERLY AND ANNUAL TRAVEL REVIEWS	Total weight of section 7: 1	SECTION 15.10		
7.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.	1	Section 15.10		
8	OFFICE MANAGEMENT	Total weight of section 8: 5	SECTION 15.11		
8.1	Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow.	5	Section 15.11		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
	Describe roles and responsibilities of assigned staff. Please provide the management hierarchy. Describe type of training provided to travel agency personnel Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volumes, etc.				
LIVE SYSTEM DEMONSTRATION		20			
	Part A: presentation must not exceed **90 minutes** - Summary of the proposal - Live demonstration of the Booking system including amendments, cancellations and no shows as management of unused air tickets - Live demonstration of the Accounting System including aging, open vouchers,	**20**			

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
	open invoices, credit notes and monthly account reconciliation. - Live demonstration of the Reporting System as per 5.1. of the Desktop Evaluation Criteria above. - Value added Services - Provide information on any value-added services that can be offered to National Department of Transport. - Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results - How the TMC will assist with improving traveller behaviour, such as travel patterns, expenditure per traveller, booking timeframes and amendments after reservation. - Reference checks				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
	- Q&A on technical submission.				
09.	DISASTER MANAGEMENT				
	-Provide a contingency plan or risk Management and business continuity plan.				

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

34. PROPRIETARY INFORMATION

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

35. AVAILABILITY OF FUNDS

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

ooOoo

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

We confirm that ____________________(Bidder's Name) will: –

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

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

c. Act with circumspection and treat National Department of Transport 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 National Department of Transport;

f. Avoid fraudulent and misleading advertising, canvassing and marketing;

g. Conduct business activities with transparency and consistently uphold the interests and needs of National Department of Transport as a client before any other consideration; and

h. Ensure that any information acquired by the bidder(s) from National Department of Transport will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature ________________________________ *Date* ____________________

Print Name of Signatory: ________________________________

Designation: ________________________________

FOR AND ON BEHALF OF: ________________________________*(Bidding Company's Name)*

ANNEXURE E

Quarterly Reporting: National Treasury Instruction No. 04 of 2017/2018 on Travel and Subsistence

TEMPLATE: QUARTERLY REPORTS

INSTITUTIONAL LOGO

LINKS

- Air Travel
- Accomodation
- Car Rental

Click here

Name of the Institution :	Department of….
Type of the Institution:	
Captured by:	
Reviewed by:	
Date of Submission:	

Q1	Q2	Q3	Q4
X			

RFP NO:	<TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide **ON-SITE / OFF-SITE** travel management service to the **National Department of Transport** at the following total amounts (including VAT)

Template 1: Transaction Fee (On-Site)

R -	**(incl. VAT)**	[redacted]

In words:

Template 2: Transaction Fee (Off-Site)

Not applicable	**(incl. VAT)**	[redacted]

In words:

Template 3: Management Fee (On-Site)

Not applicable	**(incl. VAT)**	[redacted]

In words:

Template 4: Management Fee (Off-Site)

Not applicable	**(incl. VAT)**	[redacted]

In words:

We undertake to hold this offer open for acceptance for a period of 180 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the National Department of Transport

We understand that National Department of Transport are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature	Date

Print name of signatory: ……………………………………………………………………………

Designation: ……………………………………………………………………………………

FOR AND ON BEHALF OF: COMPANY NAME

Tel No: …………………………………………
Fax No: …………………………………………
Cell No: …………………………………………
Email:……………………………………………

ANNEXURE A4

SERVICE LEVEL INDICATORS

SERVICE LEVEL INDICATORS

1. INTRODUCTION

The purpose of the Service Level Indicators is to guide and document the expectations and requirements of the services to be rendered to the Tendering Institutions by the Service Provider.

This document may be used as the benchmark against which reviews and, as appropriate, modifications to the service provided by the Service Provider shall take place.

2. KEY PERFORMANCE INDICATORS

Key performance indicators (KPIs) are management tools designed to monitor supplier performance and help meet the goals, objectives and service levels of the contract.

The KPIs must help point you in a direction, improve performance levels, identify breakdowns in a process and are a driver of continuous improvement for more efficient and sustainable procurement processes.

KPIs should be relevant to your institution and should be simple to use. When developing the KPIs, no more than 10 (ten) should be enough. You don't want to become overwhelmed and find yourself serving the KPIs rather than having them serve you.

Following KPIs shouldn't be about hours of gathering data. If you are establishing your first KPIs, start with just a couple so that everyone can understand them and their purpose. You can always add more KPIs later.

2.1 How should you set up your KPIs?

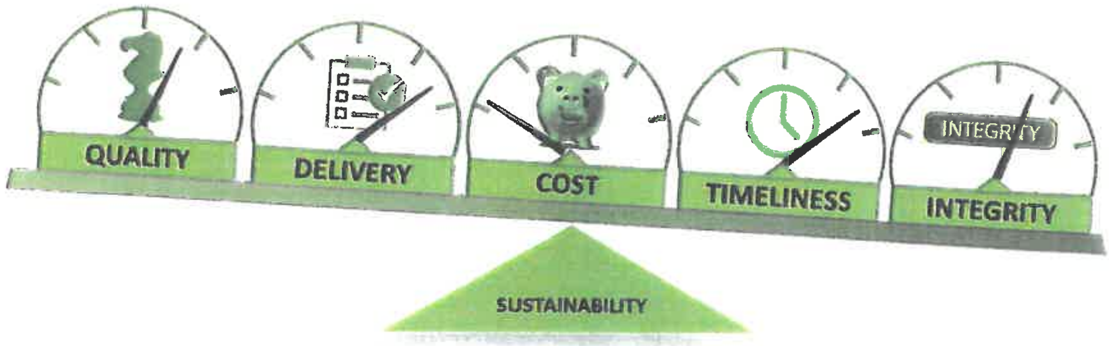
- Before starting to establish KPIs, you should figure out what your stakeholders need and what are the institution's strategies and objectives for the future. It starts with meeting the management as well as other stakeholders.
- Look for ways the supply chain unit can help meet them, and then look for metrics that reveal your progress towards achieving those goals. There is no one-size-fits-all formula for all departments and the goals as well as the KPIs are most usually custom.

- Introduce the newly established KPIs to procurement employees as well as all the stakeholders. Everyone should be well aware about the metrics, the reporting as well as the goals of them.
- The metrics should then be signed off by management in order to maintain accountability, and later on they will be reported on in future progress meetings.

2.2 Major groups of KPIs

The goals of KPIs can be divided into five major groups according to their purpose: receive savings (Cost), increase quality (Quality), improve delivery (Delivery), timeliness of actions (Timeliness), improved transparency (Integrity) and improved productivity (Systems Productivity).

All groups are tightly bound together and it's important to understand that these are like an octopus: if you are setting up your KPIs from only one of the groups, you don't want to harm any of the others because it might decrease supply sustainability.



3. RANGE OF SERVICES

The Services rendered are reflected in the Scope of Work (Annexure A1 Paragraph 15).

4. MEASUREMENT CRITERIA

The following table lists a comprehensive number of Key Performance Areas and Indicators. The Tendering Institution must select the most relevant KPA and KPIs and include it in their contracts and quarterly and annual reviews of the contract. Tendering Institutions may change the descriptions, targets and frequency of measurement according to their needs.

Key Service Area	***Description of Service***	***Target***	***Frequency of Measurement***	***Weighting of Service***	***Reference***
GENERAL					
Hours of operation	Rendering services throughout working hours. Monday to Friday (07h30 – 17h00)	100%	Monthly/Quarterly Review		15.3.1(b)
After hours/emergency services	After hours services must be rendered Monday to Friday outside normal official hours(17h00 to 07h30) and 24 hours on weekends and Public Holidays	100%	Monthly/Quarterly Review		15.3.1(b) 15.3.6
Travel Policy Implementation	Controls put in place to ensure policy compliance	80%	Monthly/Quarterly Review		15.3.1(e)
Traveller Profiles	All travellers must be set up with a personal profile.	80% of travellers	Monthly/Quarterly Review		15.3.1 (g)
Third Party Management	Manage the third party service providers by addressing service failures and complaints against these service providers	80%	Monthly/Quarterly Review		15.3.1(h)
RESERVATIONS					
Turnaround times to acknowledge requests	Turnaround time on domestic bookings and point to point international bookings within 4 working hours	80% of bookings within 4 hours	Monthly/Quarterly Review		15.3.2(g)
	Turnaround time for quotations on multi-sector regional and international air travel within 24 hours.	80% of bookings within 24 hours	Monthly/Quarterly Review		15.3.2(g)

Key Service Area	***Description of Service***	***Target***	***Frequency of Measurement***	***Weighting of Service***	***Reference***
	Prioritise last minute booking for same day travel within 1 hour	90% of bookings within 1 hour	Monthly/Quarterly Review		15.3.2(g)
	Response to change or cancellation of bookings within 4 hours	90% of changes & cancellations within 4 hours	Monthly/Quarterly Review		15.3.2(g)
Group Bookings	Number of group bookings facilitated	100% of all requests	Quarterly		15.3.2(h)
	Consultant to acknowledge receipt of enquiries/bookings within 3 hours of receipt	95%	Ad hoc/Quarterly		15.3.2 (h)
	Consultant to provide quotations within 2 business days of receiving enquiry	95%	Ad hoc/Quarterly		15.3.2 (h)
	In the event that a consultant need additional time to get prices from a venue, it must be communicated to the client concerned	95%	Ad hoc/Quarterly		15.3.2 (h)
	Vouchers to be issued within a day prior to the event (short notice due to high volumes of changes)	95%	Ad hoc/Quarterly		15.3.2 (h)
	Consultant to provide ongoing feedback to the booker until the booking is confirmed	95%	Ad hoc/Quarterly		15.3.2 (h)
	No voucher can be issued without an electronic or manual authorisation. The information must reflect correctly and signed by the booker and the authoriser	95%	Ad hoc/Quarterly		15.3.2 (h)
	All contracts must be signed by the Client's authoriser as described in the Department's Procurement and Financial Delegations.	95%	Ad hoc/Quarterly		15.3.2 (h)

Key Service Area	Description of Service	Target	Frequency of Measurement	Weighting of Service	Reference
	Any additional items required at the venue/during the conference should be signed off by the authoriser	95%	Ad hoc/Quarterly		15.3.2 (h)
	Invoices will verified before payment.	95%	Ad hoc/Quarterly		15.3.2 (h)
Support & Advice	TMC will support and assist with advice, documentation for passports and visa applications, inoculation requirements, foreign currency, insurance, etc.	50% of all requests	Monthly/Quarterly Review		15.3.2(j), (k), (l), (p)
	Issue a Travel Insurance Policy for regional & international travel and hand traveller detail of the policy	100%	Monthly/Quarterly		15.3.2(k)
Commissions earned	Commissions earned on government business, paid back to the client on a quarterly basis.	100% of all commission earned for government business	Quarterly		15.3.2(o)
AIR TRAVEL, ACCOMMODATION, CAR RENTAL & SHUTTLE SERVICES					
Price comparisons/	Domestic Reservations: 3 price comparisons. TMC will offer the lowest possible quotations for the journey at the requested date and time. Alternative options will be offered if the discounted classes are not available at time of travel to allow for an hour window before and after the requested time (best quote)	90% of all bookings to be the lowest/best quote	Monthly/Quarterly Review		15.3.3(d) 15.3.4(b)
	International Reservation: 3 price comparisons which provides the most cost effective and practical routing.	90% of all bookings to be the lowest/best quote	Monthly/Quarterly Review		15.3.3(d); (c)
Reservations Communication	Confirmations of bookings (air, accommodation, car rental, etc) must be communicated to the traveller via SMS and/or email.	100% of all bookings	Monthly/Quarterly Review		15.3.3(f), (j) 15.3.4(e) 15.3.5(b),(c)

Key Service Area	***Description of Service***	***Target***	***Frequency of Measurement***	***Weighting of Service***	***Reference***
Air Travel Cancelled and Unused tickets/	All cancelled and/or unused tickets must be refunded automatically within 3 months of date of issue	80%	Quarterly		15.3.3 (h)
Air Travel; Quality Control	Process to confirm best fare for international tickets with more than 6 sectors	95%	Monthly/Quarterly Review		15.3.3(c)
Accommodation	Accommodation bookings that were not within the Maximum allowable rates and reasons.	Number	Monthly/Quarterly Review		15.3.4(a),(b),(d),(f),
	Cancellations and no-shows	Number	Monthly/Quarterly Review		15.3.4(g)
Car Rental & Shuttle Services	Car Rental bookings that were not in line with the travel policy and cost containment measures and reasons	Number	Monthly/Quarterly Review		15.3.5(a)
AFTER HOURS & EMERGENCY SERVICES					
After hours & Emergency Services	After hours and emergency services operates 365 days per year.	100%	Monthly/Quarterly Review		15.3.6(c)
	Contact numbers correct on itineraries and client SMS notifications	100%	Monthly/Quarterly Review		15.3.6(d)
	Emergency and after hours calls to be resolved within 1 hour to limit inconvenience to traveller	80% of all emergency and afterhours requests	Monthly/Quarterly Review		15.3.6 (d)
	Authorisation and order processing of afterhours and emergency travel requests to be done within 24 hours	100% of all bookings to be authorised within 24 hours	Monthly/Quarterly Review		15.3.6(e)
COMMUNICATION					
Communication	Workshops and Training provided to Travel Bookers	2 large workshops / training sessions with 50 personnel each &	Quarterly / Annually		15.4.1

Key Service Area	Description of Service	Target	Frequency of Measurement	Weighting of Service	Reference
		2 mini workshops / training sessions with 15 personnel each per annum			
	All enquiries must be investigated and prompt feedback to be provided within 24 hours	80% of all enquiries within 24 hours	Quarterly / Annually		15.4.2
FINANCIAL MANAGEMENT					
Financial management:	TMC will batch invoices weekly and these will be delivered by hand to the client's Travel Services Sub-directorate to be verified. Invoices that do not comply with the requirements of 15.5.8. will be returned to the TMC for resolution within the month. Financial queries will be treated as described below. The Sub-directorate will acknowledge receipt of all accurate invoices with a signature and date.	100% of all invoices	Weekly / Monthly		15.5.2 15.5.8
	Cost effectiveness of travel arrangements. Savings generated / Savings missed / Cost reduction / Cost avoidance.	±3-5% of travel spend	Monthly / Quarterly Review		15.5.3
	All invoices to reflect the correct passenger name, date of travel, destination/routing and cost centre details.	95% of all invoices	Monthly		15.5.2
	Accurate reconciliation of the lodge card and Debtor's account	95%	Monthly		15.5
	The credit card statement/Debtors account statement will be accompanied by invoices and will be reconciled accordingly	95%	Weekly / Monthly		15.5

Key Service Area	*Description of Service*	*Target*	*Frequency of Measurement*	*Weighting of Service*	*Reference*
	TMC to process all invoicing for air immediately	95%of all air bookings	Daily		15.5
	TMC to process all invoicing for third party bookings within 3-7 days of receipt of the original invoice from the supplier.	95% of invoices within 3-7 days	Ongoing		15.5
	All Credit notes to be processed within 2 working days. The credit note must be supported by a copy of the order form; the original invoice; and supplier refund breakdown (where applicable).	95% of all credit notes within2 days	Ongoing		15.5
	All finance related queries to be logged in a queries register and all queries to be resolved within 10 business days	100% queries registered. 90% queries resolved within 10 days	Monthly/Quarterly Review		15.5
	TMC will immediately report Lodge Card fraudulent transactions to the Department.	100%	As soon as a fraudulent transaction or suspicion thereof is noticed		15.5
TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING					
Technology, Management Information and Reporting	Three Standard Reports in line with National Treasury Cost Containment Instruction	100%	Monthly		15.6.4
	Accuracy of reports	95%	Monthly		15.6.3
	Monthly travel management reports to be presented to the client's travel manager and finance manager. The report as described in paragraph 15.6.8.and to include (not limited): - Summary of total travel spend - Total expenditure by Air Carrier - Detailed accommodation facility spend	95% accuracy	Monthly/Quarterly Review		15.6.8

Key Service Area	***Description of Service***	***Target***	***Frequency of Measurement***	***Weighting of Service***	***Reference***
	- Detailed spend on hiring of external venues - Cost savings report - Exception reports (no shows; manual addings ,etc.) - Unused ticket report - Un-invoiced voucher report - Invoices not paid within 30 days				
ACCOUNT MANAGEMENT					
Handling of Compliments and Complaints	All complaints related to TMCs service to be recorded as a ratio of complaints to number of transactions. The ratio must be less than 1%.	Ratio of number of complaints to number of transactions to be less than 1%	Monthly/Quarterly Review		15.7.4
	Where possible all complaints to be acknowledged within 3 hours of receipt	95% of all complaints within 3 hours	Monthly/Quarterly Review		15.7.4
	Complaints related to TMC to be addressed within 24 hours	95% of all complaints within 24 hours	At time of complaint. Monthly/Quarterly Review		15.7.4
	All complaints related to a supplier's service will be addressed with the supplier involved and resolved within 3 days	95% of all complaints within 3 days	At time of complaint. Monthly/Quarterly Review		15.7.4
	All complaints and compliments to be logged in a register and all complaints to be resolved within 2 business days	100% complaints and compliments registered. 90% complaints resolved within 2 days	Monthly/Quarterly Review		15.7.4
Customer Satisfaction	Agree and manage customer satisfaction surveys. Conduct first satisfaction survey within ten (10) months of the award of the contract and	80-100% satisfaction	Quarterly		15.7.3 & 15.7.6.

Key Service Area	Description of Service	Target	Frequency of Measurement	Weighting of Service	Reference
	thereafter on an annual basis during the anniversary month of the first survey. The customer satisfaction questionnaire will be prepared in conjunction with the Department. The survey must target the following bands: • Members of the Executive. • Members within the SMS and MMS band. • Members below the MMS band. • A minimum of 30% of the staff compliment in each of the band must be targeted. The TMC will be responsible for analysing the responses received and provide a report and a sample results to the Department.				
Travel policy enforcement	TMC to ensure Travel Policy is enforced. Manage with exception reports.	Exception reports	Monthly/Quarterly Review		15.7.5
VALUE ADDED SERVICES					
Travel value added services	Customer satisfaction surveys to measure value added services to travellers	80-100% satisfaction	Quarterly		15.7.3; 15.8.1
COST MANAGEMENT					
Cost Containment	Cost effectiveness of travel arrangements. Savings generated / Savings missed / Cost reduction / Cost avoidance	±3-5% of travel spend	Monthly/Quarterly Review		15.9
	Proposals made by the TMC to improve travel behaviour and save money.	Number of proposals and resultant improvements	Quarterly/ Annually		15.9
QUARTERLY & ANNUAL REVIEWS					

Key Service Area	***Description of Service***	***Target***	***Frequency of Measurement***	***Weighting of Service***	***Reference***
Quarterly Reviews	Quarterly reviews are required to be presented by the Travel Management Company on all travel activity in the previous three-month period. These reviews are comprehensive and presented to the Procurement and Finance teams as part of the performance management reviews based on the service levels.	4 Reviews	Quarterly		15.10.1
Annual Reviews	Annual reviews are required to be presented by the Travel Management Company on all travel activity in the previous twelve-month period. These reviews are comprehensive and presented to the Procurement and Finance teams as part of the performance management reviews based on the service levels.	One Review per annum for the duration of the contract	Annual		15.10.2
OFFICE MANAGEMENT					
Back office support and skilled TMC personnel	The TMC to ensure high quality service to be delivered at all times to the travellers. The TMC is required to provide highly skilled and qualified human resources. The TMC to inform the National Department of Transport, in writing of any change to the team assigned to this contract.	80-100% satisfaction	Quarterly		15.11.1

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) 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.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

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.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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.

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.

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.

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.

1.14 "GCC" means the General Conditions of Contract.

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.

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.

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.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 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.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 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.

3.2 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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 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.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 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.

5.4 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.

6. Patent rights

6.1 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.

7. Performance security

7.1 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.

7.2 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.

7.3 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 in one of the following forms:

(a) 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
(b) a cashier's or certified cheque

7.4 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.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 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.

8.3 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.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 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.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not 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.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 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 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.

8.8 The provisions of clauses 8.4 to 8.7 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 Clause 23 of GCC.

9. Packing

9.1 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.

9.2 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.

10. Delivery and documents

10.1 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.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 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.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(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.

13.2 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.

14. Spare parts

14.1 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.

15. Warranty

15.1 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.

15.2 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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 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.

15.5 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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 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.

16.3 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.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 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.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 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.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

21. Delays in the supplier's performance

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 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.

22. Penalties

22.1 Subject to GCC Clause 25, 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 pursuant to GCC Clause 23.

23. Termination for default

23.1 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 pursuant to GCC Clause 21.2;

(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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 favourable 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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, 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.

25.2 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.

26. Termination for insolvency

26.1 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.

27. Settlement of Disputes

27.1 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.

27.2 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.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

28. Limitation of liability

28.1 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.

29. Governing language

29.1 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.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 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.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the 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.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 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).

34.2 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.

34.3 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.

ANNEXURE B

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*				
BID NUMBER:	DOT/03/2020/C00	CLOSING DATE:15 FEBRUARY 2021	CLOSING TIME:	11;00
DESCRIPTION	APPOINTMENT OF A SEVICE PROVIDER : TRAVEL MANAGEMENT SERVICE FOR THE NATIONAL DEPARTMENT OF TRANSPORT FOR THE PERIOD OF 36 (THIRTY-SIX) MONTHS			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*				
DEPARTMENT OF TRANSPORT: 159 FORUM BUILDING: CORNER OF BOSMAN AND STRUBEN STREETS IN PRETORIA				
PRIVATE BAG X 193				
PRETORIA				
0001				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR J MASHININI**	CONTACT PERSON	**MS E Eeland**
TELEPHONE NUMBER	**012 309 3045**	TELEPHONE NUMBER	**012 309 3562**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**MashiniJ@dot.gov.za**	E-MAIL ADDRESS	**EelandE@dot.gov.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………

TEMPLATE 1: TRANSACTION FEE MODEL

ON-SITE SERVICES

RFP NO:	<TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

1.1 TRANSACTION FEES

			TRADITIONAL BOOKINGS			ONLINE BOOKINGS		
ITEM	**Transaction Type**	**Estimated Volume**	**Unit Price (excl VAT)**	**Unit Price (incl VAT)**	**TOTAL Price (incl VAT)**	**Unit Price (excl VAT)**	**Unit Price (incl VAT)**	**TOTAL Price (incl VAT)**
1	Air Travel – International			R -	R -		R -	R -
2	Air Travel – Regional			R -	R -		R -	R -
3	Air Travel – Domestic			R -	R -		R -	R -
4	Air Travel – International (Re-issue)			R -	R -		R -	R -
5	Air Travel – Regional (Re-issue)			R -	R -		R -	R -
6	Air Travel – Domestic (Re-issue)			R -	R -		R -	R -
7	Refunds – Air Domestic			R -	R -		R -	R -
8	Refunds – Air Regional			R -	R -		R -	R -
9	Refunds – Air International			R -	R -		R -	R -
10	Car Rental – Domestic			R -	R -		R -	R -
11	Car Rental – Regional			R -	R -		R -	R -
12	Car Rental – International			R -	R -		R -	R -
13	Transfers/Shuttle – Domestic			R -	R -		R -	R -
14	Transfers/Shuttle – Regional			R -	R -		R -	R -
15	Transfers/Shuttle – International			R -	R -		R -	R -
16	Accommodation – Domestic			R -	R -		R -	R -
17	Accommodation – Regional			R -	R -		R -	R -
18	Accommodation – International			R -	R -		R -	R -
19	Bus/Coach Bookings			R -	R -		R -	R -
20	Train bookings – International			R -	R -		R -	R -
21	Visa Assistance (Provision of documents and advice)			R -	R -		R -	R -
22	Courier services for travel documentation			R -	R -		R -	R -
23	SMS Notifications			R -	R -		R -	R -
24	Parking bookings			R -	R -		R -	R -
25	Cancellations			R -	R -		R -	R -
26	Changes to bookings			R -	R -		R -	R -
27	After Hours Services			R -	R -		R -	R -
28	Additional Ad-hoc Reports (per report)			R -	R -		R -	R -
29	Customised Reports (per report)			R -	R -		R -	R -
30	Travel Lodge card Reconciliation			R -	R -		R -	R -
31	Debtors Account Reconciliation			R -	R -		R -	R -
32	Other (Specify)			R -	R -		R -	R -
33	Other (Specify)			R -	R -		R -	R -
34	Other (Specify)			R -	R -		R -	R -
35	Other (Specify)			R -	R -		R -	R -
36	Other (Specify)			R -	R -		R -	R -
37	Other (Specify)			R -	R -		R -	R -
	Total	0			R -			R -
	Percentage Split between Online Booking and Traditional Booking		Percentage Traditional		R -	Percentage Online		R -
	PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R -			

1.2 CONFERENCE TRANSACTION FEE

Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee (as a % of the **Total turnover of the event)**		

ANNEXURE A3

PRICING SUBMISSION

RFP NO:	<TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>
RFP NAME:	THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	<NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for RFP/BID ________________ contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the templates attached ,which is/are management fee model onsite and offsite, transactional fee model onsite and offsite

2.1.4 Bidders must reference RFP/BID main document section 15.2 for current travel volumes.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in GREEN. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in ORANGE. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

EXPENDITURE ON AIR TRAVEL

TRAVEL BY OFFICIALS (INSIDE THE BORDERS OF SOUTH AFRICA) - DOMESTIC

Reporting Period	Name of Institution	Name of Official	Rank	Travel Agency	Airline	Deal Code	Date of Departure	Routing (Eg JHB-PLZ)	Class of Travel Booked (Eg. Y-Class)	Published fare (Rand Value) (Eg. Fare Offered to Public)	Discounted Fare Booked (Rand Value)	Saving (Rand Value)
	Department of....				-	-	-	-	-	-	-	-
	Department of....				-	-	-	-	-	-	-	-
	Department of....				-	-	-	-	-	-	-	-
	Department of....				-	-	-	-	-	-	-	-
	Department of....				-	-	-	-	-	-	-	-
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EXPENDITURE ON ACCOMMODATION

ACCOMMODATION FOR OFFICIALS (INSIDE THE BORDERS OF SOUTH AFRICA) - **DOMESTIC**

Reporting Period	*Name of Institution*	*Name of Official*	*Rank*	*Travel Agency*	*Establishment Type*	*Star Grading*	*Band*	*Voucher Number*	*Date of Arrival*	*Date of Departure*	*Number of Bed Nights*	*Total Amount*
	Department of....											
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	Department of....											

EXPENDITURE ON CAR RENTAL

CAR RENTAL FOR OFFICIALS (INSIDE THE BORDERS OF SOUTH AFRICA) - DOMESTIC

Reporting Period	*Name of Institution (Eg. Department, Public Entity)*	*Name of Official*	*Rank*	*Travel Agency*	*Name of Car Rental Company*	*Category Booked (ACRISS/SIPP Code) (E.g. EDMR)*	*Group of vehicle (E.g. B)*	*Voucher Number*	*Date of Collection*	*Date of Return*	*Number of Rental Days*	*Total Amount*
	Department of....											
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PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....**BID NO.: DOT/03/2020/COO.**

CLOSING TIME 11:00 CLOSING DATE **15 FEBRUARY 2021**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R----------------------------	-------------------------------
--	R----------------------------	-------------------------------
--	R----------------------------	-------------------------------
--	R----------------------------	-------------------------------
--	R----------------------------	-------------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................

TOTAL: R...

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.: DOT/03/2020/COO..

Name of Bidder: ....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................

TOTAL: R...

6. Period required for commencement with project after acceptance of bid ....

7. Estimated man-days for completion of project ....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

....

....

....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Mr T Mkhari
Supply Chain Management
Tel: 012 309-3011

Or for technical information –

DEPARTMRNT OF TRANSPORT
Ms. E Eeland
Tel: 012 309-3562
E-mail: EelandE@dot.gov.za

DEPARTMENT OF TRANSPORT

INFORMATION FOR THE TRAVEL MANAGEMENT COMPANY CONTRACT

transport
Department:
Transport
REPUBLIC OF SOUTH AFRICA

OBJECTIVE

- **To appoint a Travel Management Company to:**

- Provide the Department of Transport 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.
- Achieve significant cost savings for the Department.
- Appropriately contain the Department's risk as well as traveller risk.

SERVICES

- Domestic, regional and international air tickets
- Domestic accommodation
- Ground transport
- Conference venues
- Regional and international accommodation and ground transport in the event that DIRCO is unable to assist.

POLICY & REQUIREMENTS

- Departmental Travel Policy
- Departmental Financial Delegation
- Applicable Treasury and DPSA Directives
- PFMA Act 1 of 1999 as amended
- Treasury Regulations issued in terms of the PFMA
- Cost Containment Instructions issued by the National Treasury (from time to time)
- Applicable order forms (Trip Authority(VA26) Form)

REQUIREMENTS FOR SERVICE DELIVERY

- In house consulting
- After hours service
- The Department executive (from level of Minister to the Deputy Director General) must at all times be given preference and a Senior Consultant must be allocated to service these members, including after-hour line.

SCOPE OF SERVICE

- **AIR TRAVEL**
- The TMC will upon receipt of the approved Trip Authority Form (VA26) provided by the traveller or the travel booker issue the required tickets immediately and send it to the traveller or travel booker via the agreed communication medium.
- The TMC will be required to procure the most cost effective airfares possible for domestic travel and the airline which provides the most cost effective route and thereafter practical routing for international travel.
- The class of seat that may be booked for travellers is set out in the Department's Travel Policy and National Travel Policy Framework, as may be amended from time to time.
- The TMC must have a system of recording tickets booked per day and manage open tickets and re- issue when the traveller uses the same route.
- The TMC will manage the unused tickets on behalf of the Department and where necessary cancel the tickets for domestic flights within the required time and international tickets immediately.
- The TMC will be required to assist with the issuing of travel insurance in bookings for official trips outside the country, dayrooms and excess baggage vouchers within the limit imposed by the airline carriers and upon receipt of the written approval by the delegated authority described in the Department's Travel Policy.

SCOPE OF SERVICE

- **ACCOMODATION**

- The TMC will upon receipt of the approved Trip Authority Form (VA26) provided by the traveller or the travel booker book and issue the accommodation vouchers immediately and send it to the traveller or travel booker via the agreed communication medium.
- The expenditure for domestic accommodation must be within the maximum allowable rate as set out in the Department's Travel Policy and National Travel Policy Framework, as may be amended from time to time.
- The TMC must ensure that accommodation is reasonable and most economical in terms of pricing and location.
- Cancellations and amendments must be done promptly to guard against no shows and late cancellation penalties.
- The TMC will also be required to fax or email the relevant vouchers to the supplier.
- Regional and international accommodation may be booked in the event that DIRCO is unable to assist and a written confirmation from the Directorate International Relations must accompany the request.

SCOPE OF SERVICE

- **GROUND TRANSPORT**

- Ground transport includes self driven vehicles and transfers which can also include bus and coach services.
- The TMC will upon receipt of the approved Trip Authority Form (VA26) provided by the traveller or the travel booker book and issue the required ground transport vouchers immediately and send it to the traveller or travel booker via the agreed communication medium.
- The vehicle category that may be booked for travellers is set out in the Department's Travel Policy and National Travel Policy Framework, as may be amended from time to time.
- A fuel card for self driven vehicles may be issued upon receipt of written request from the traveller or travel booker.
- The TMC should manage the shuttle companies on behalf of the Department and ensure compliance with minimum standards.
- Regional and international ground transport may be booked in the event that DIRCO is unable to assist and a written confirmation from the Directorate International Relations must accompany the request.

SCOPE OF SERVICE

- **CONFERENCE FACILITIES**

- The TMC will be required to procure conferencing facilities or venues on an ad hoc basis.
- The travel booker or the official organising the event will specify the requirements for the event in writing and the TMC will identify at least three suitable venues for inspection which will be arranged by the TMC with other Government Departments as first preference.
- Once the site has been inspected the TMC will obtain a quotation which will be persuaded and discussed by the organisers of the event ,TMC and should a need arise a representative from Travel Services before recommendation is made.
- A Conference booking form will be completed by the Department and authorised in terms of the Procurement Delegations.
- The TMC will obtain a contract and submit to the Department for perusal and signature before any deposits is paid to the supplier.
- The TMC will inspect the venue at least one day prior to the commencement of the event to ensure that the requirements for the event, as agreed to with the supplier, have been met.
- The TMC will be required to manage the expenditure in respect of the conference to ensure that the agreed costs does not exceed and that any refunds due to the Department is returned immediately after the event.

INVOICES

- Payments of flight tickets and accommodation abroad will be made using the Department's Diners Lodge Card.
- The Department's Diners Lodge Card has a limit which cannot be exceeded.
- Payments of conference venues, domestic accommodation and ground transport will be made using the TMC credit facility.
- The TMC will submit the invoices together with supporting documents such as the Trip Authorisation Form (VA26), Trip Amendment Form, vouchers for accommodation and ground transport, e-ticket, cost comparison for conference venues, meal slips, refund breakdown from the airlines, proof of lodge card transactions in respect of ticket refunds and invoice from the supplier for purposes of payment process.
- Valid Invoices should be submitted within 30 days from date of service.
- All queries raised by the Department must be resolved and submitted within 30 days from the date of service.

MANAGEMENT REPORTS

- The Travel Agent must submit reports on the 10th Day of each month.
- The raw data forming the basis of the reports must be provided in an electronic format (MS Excel)
- Ad hoc reports will be requested through the year as the need arises.

MANAGEMENT REPORTS

The management reports includes but not limited to the following:

Travel:

- After hours report
- Compliments and complaints reports
- Consultant productivity report
- Long term accommodation and car rental
- Extension of business travel to include leisure
- Upgrade of class of travel (air, accommodation and ground transport.
- Bookings outside the Travel Policy and applicable prescripts
- MIS (Department's expenditure per Branch)

MANAGEMENT REPORTS

- **Finance**

- Reconciliation of commissions or any volume driven by incentives
- Creditor's ageing report
- Creditor's summary payments
- Daily invoices
- Reconciled reports for Travel Lodge Card statement
- No show report
- Cancellation report
- Receipt delivery report
- Monthly Bank Settlement Plan (BSP) report
- Refund Log
- Open voucher report
- Open Age Invoice Analysis

- **QUERIES TO BE DIRECTED TO:**

- MashiniJ@dot.gov.za
- MkhariT@dot.gov.za
- MashileL@dot.gov.za