



BD2.1

Dear Bidder

BID NUMBER: HO5/2024 APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY FOR THE PERIOD OF FIVE (5) YEARS TO THE DEPARTMENT OF CORRECTIONAL SERVICES

1. Bidders need to carefully scrutinise the content of the bidding documents to acquaint themselves with the contents thereof and minimise the risk of disqualification.

2. **Bidders should take note of the following important information relating to the bidding process:**

2.1 The closing date of the bid will be on 16 April 2025 at 11h00 am and will be valid for a period of one hundred and eighty (120) days after the closing date.

2.2 **Compulsory briefing session on the 01 April 2025**

- A non-compulsory virtual briefing session will be held via Microsoft Teams on 01 April 2024 at 10h00 to 12h00 am
- Links is as follows:

Venue: Microsoft Teams

Teams link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTBhMzAzZmItYTM0NS00NTIwLTkxMjUtZWFiMmJkZDM3Y2Jm%40thread.v2/0?context=%7b%22Tid%22%3a%2268026d69-ab70-4d46-a3e0-6edad467e5fd%22%2c%22Oid%22%3a%2287df79e8-f410-4d78-ad5f-aa9e38baa645%22%7d

Meeting ID: 339 186 035 461

Passcode: XX7KV2eS

Date: 01 April 2025

Time: 10H00 am to 12H00 am

2.3 The bid must be addressed to the National Commissioner, Department of Correctional Services and be deposited into the tender box 124 WF Nkomo Street, Poytons Building, Pretoria, 0001 not later than the closing date and time of the bid. No late bids will be accepted.

2.4 It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD) prior to submitting their bid proposal.

2.5 It is a legislative requirement that successful bidders are tax compliant at award stage in line with National Treasury instruction note 9 of 2017/2018.

2.6 It will be expected of the successful bidder to sign a formal contract after being notified of the acceptance of their bid.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

BID NO: HO5/2024

- 2.6 It will be expected of the successful bidder to sign a formal contract after being notified of the acceptance of their bid.

Yours faithfully

FOR NATIONAL COMMISSIONER:
DEPARTMENT OF CORRECTIONAL SERVICES
D.B M OLABA
DIRECTOR PROCUREMENT
DATE:



BID INVITATION

BID NO: HO5/2024

**APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY FOR THE PERIOD OF FIVE (5) YEARS TO THE DEPARTMENT OF
CORRECTIONAL SERVICES**

BID VALIDITY PERIOD: 120 DAYS

BID ADVERT DATE: 25 March 2025

CLOSING DATE AND TIME OF BID: 16 April 2025 AT 11H00 AM



INVITATION TO BID

SBD1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF
CORRECTIONAL SERVICES**

BID NUMBER: HO5/2024

CLOSING DATE: 16 APRIL 2025 CLOSING TIME: 11H00 AM

**DESCRIPTION: REQUEST FOR PROPOSAL TO PROVIDE TRAVEL SERVICE FOR THE PERIOD OF FIVE
YEARS TO THE DEPARTMENT OF CORRECTIONAL SERVICES**

Bid documents must be addressed as follows and delivered before the closing date and time:

Addressed to:	Delivered to:
Department of Correctional Services 124 WF Nkomo Street Poyntons Building Pretoria 0001	<i>Department of Correctional Services 124 WF Nkomo Street Poyntons Building Pretoria 0001.</i>

Bidders should ensure that bids are delivered on time to the correct address and deposited in the tender box. Late bids will **NOT** be accepted for consideration.

The tender box will be accessible **during working hours on business days: Monday to Friday, 08h00 am to 16h00** for depositing of bid documents.



correctional services

Department:
Correctional Services
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SBD1

PART A INVITATION TO BID

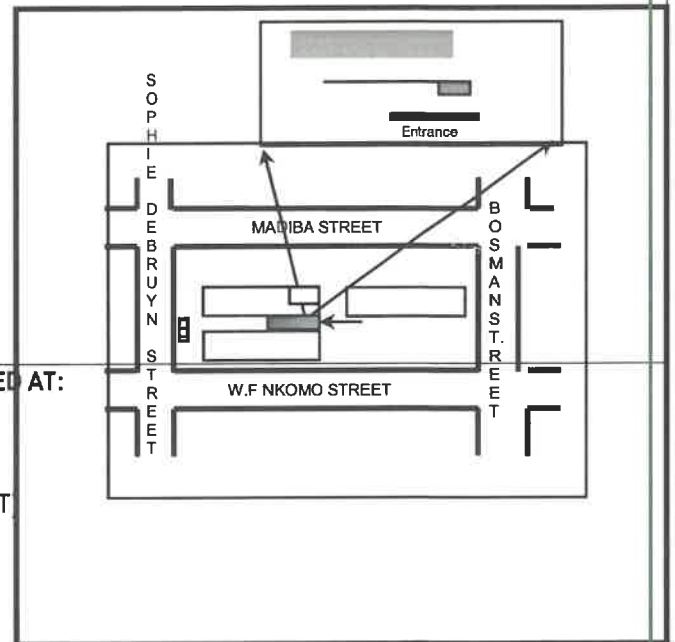
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CORRECTIONAL SERVICES: ALL REGIONS

BID NUMBER:	HO5/2024	CLOSING DATE:	16 APRIL 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY FOR THE PERIOD OF FIVE (5) YEARS TO THE DEPARTMENT OF CORRECTIONAL SERVICES				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

THE NATIONAL COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X136
PRETORIA
0001



BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

POYNTONS-BUILDING
WEST BLOCK
124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET)
PRETORIA
0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	N/A
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	taki.mapasa@dcs.gov.za and nombuyiselo.stefaans@dcs.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	MAAA:



			DATABASE No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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 23 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, 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



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Department:
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REPUBLIC OF SOUTH AFRICA

BID NO: HO5/2024

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:

.....



BIDDER'S DISCLOSURE

SBD4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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



2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in table 1 below and **MUST** be supported by proof/ documentation stated in the conditions of this tender:



Table 1: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)
Women – 51% or more ownership	3	
Black – 51% or more ownership	2	
Youth -51% or more youth owned	3	
Disability - 51% or more disability owned	2	

The following documentary proof must be submitted with the bid document to claim for preference points:

Women: An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage ownership 51% or more held by women in the bidding company.**

Black: An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage black ownership 51% or more in the bidding company.**

EME/QSE: An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate that the enterprise is an EME or QSE.**

Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]



5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa





GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

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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 anything 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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 cancelling 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 ten (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:

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction'



- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base 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.

35. 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 association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were 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.

General Conditions of Contract (revised July 2010)



**APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY FOR THE PERIOD OF FIVE (5) YEARS
TO THE DEPARTMENT OF CORRECTIONAL SERVICES**

RFP NUMBER HO5/2024

Date Issued: 25 March 2025

Closing date and time: 16 April 2025 at 11:00am

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

ADDRESS: Building, West Block

ADDRESS: 124 WF Nkomo Street (Corner of Sophie De Bruin and WF Nkomo Street),
Pretoria, 0002



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1. INTRODUCTION

The Department of Correctional Services (DCS) is a national department with four (4) administrative tiers, namely, Head Office, Regional Offices, Management Areas and Correctional Centres. For financial expenditure control there are several cost centres established at all the four (4) tiers of the department.

REGION	Number of region (Payment Sites)	Total Number of correctional Centres/Travel booking sites
Head Office	1	2
Eastern Cape	1	46
Gauteng	1	26
Free State/Northern Cape	1	47
Kwazulu-Natal	1	42
Limpopo/Mpumalanga/ North West	1	43
Western Cape	1	38
Total	7	244

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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

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

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

3. DEFINITIONS

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

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



Air travel means travel by airline on authorised official business.

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

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

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

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

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

GCommerce refers to the Government's buy-site for transversal contracts.

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

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

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

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

Online booking tool is a digital platform that enables end-users, such as employees or authorised representatives, to independently book, modify, and manage travel arrangements in compliance with travel policies.

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

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



United Republic of Tanzania, Zambia and Zimbabwe.

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

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

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

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

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

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

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

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

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

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

VAT means Value Added Tax.

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



4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

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

4.1.2 The Tax Compliance status requirements are also applicable to foreign bidders/ individuals who wish to submit price quotations.

4.1.3 When a Consortium/ joint Venture / Sub- contracts are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Supplier Database.

4.1.4 Bidders are required to be registered on the Central Supplier Database and Department of correctional services shall verify the bidder's tax compliance status through the Central Supplier Database.

4.2 Procurement Legislation

4.2.1 DCS 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), PPPFA regulation 2022.

4.3 Technical Legislation and/or Standards

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

4.4 DCS. Acts; Rules and Regulations

4.4.1 Bidder(s) must be compliant to all DCS. Acts, Rules and Regulation. Bidders(s) should remain complaint throughout the contract.

5. BRIEFING SESSION

5.1 A non -Compulsory virtual briefing and clarification session will be held to clarify to bidder(s) the scope and extent of work to be executed. The details of the session are as follows. A virtual link will be provided on the advert:

Date:01 April 2025

Time: 10:00



It is highly recommended that bidders must attend the briefing session.

6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	25 March 2025
Briefing and clarification session	01 April 2025
Questions relating to bid from bidder(s)	01 April 2025
Bid closing date	16 April 2025
Notice to bidder(s)	DCS will endeavour to inform bidders of the progress until conclusion of the tender.

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

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

7. CONTACT AND COMMUNICATION

7.1 A nominated official of the bidder(s) can make enquiries in writing at Taki.mapasa@dcs.gov.za for technical enquiries and Nombuyiselo.stefaans@dcs.gov.za for SCM enquiries. Bidder(s) *must reduce all enquiries* to writing and send to the above email addresses.

7.2 The delegated office of DCS 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 DCS 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 DCS must be done in writing.
- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, DCS 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. DCS, 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 DCS (other than minor clerical matters), the Bidder(s) must promptly notify DCS in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DCS 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 DCS 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

- 8.1 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

- 9.1 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 DCS may have against the Bidder / contractor concerned.

11 SUPPLIER DUE DILIGENCE

11.1 DCS 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 ONLY be deposited in the tender box at Poyntons Building, 124 WF Nkomo Street, Pretoria, 0002. Bid documents will only be considered if received by DCS before the closing date and time.

12.2 The bidder(s) are required to submit two files/ envelops marked as follows:

- a) File 1-Technical File
- b) File 2-Price & Specific Goals



12.2.1 Information should be as per table below

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & Special goals)
Mark as Exhibit 1: Mandatory requirements (Refer to Section 17.2 - Gate 0: Mandatory requirements (Table 1) for Mandatory requirements and sequencing/ packaging of documents)	Mark as Exhibit 1: Pricing Schedule (Refer to paragraph 16 – Pricing Model and Annexure A3 – Pricing Submission)
Mark as Exhibit 2: • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. (Refer to Section 17.3 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)	
Mark as Exhibit 3: • General Conditions of Contract (GCC) • Draft Service Level Agreement (Refer to paragraph 20 – Service Level Agreement)	
Mark as Exhibit 4: • Company Profile • Any other supplementary information	

12.3 One (1) USB with content of each file marked correctly and sealed in file/ envelope 1:

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



13 PRESENTATION / DEMONSTRATION

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

14 DURATION OF THE CONTRACT

- 14.1 The period of the contract is 60 (sixty) months. The department reserve the right to appoint more than one service provider (s), to allocate and rotate service provider (s) per regions.

15 SCOPE OF WORK

15.1 Background

DCS currently uses four (4) travel management companies (TMC) using manual booking, that are servicing 244 sites. DCS is intending to appoint a TMC with an online booking tool.

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

- a) Provide online booking tool;
- b) Provide DCS with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service level agreement;
- c) Achieve significant cost savings for DCS without any degradation in the services;
- d) and appropriately contain DCS's risk and traveller risk.



15.2 Travel Volumes

The estimated volumes per annum include air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2023/2024 as follows:

Service Category	Estimated number of transactions per annum	Estimated expenditure per annum
Air travel- Domestic	3 547	23 131 102,13
Air travel- Regional & International	51	3 092 651,27
Car Rental- Domestic	2 393	9 615 451,57
Accommodation- Domestic	41 904	94 354 751,96
Accommodation- Regional & International	51	1 659 796,32
Transfers- Regional & International	20	246 715,50
Insurance	51	22 485,00
Forex	51	396 406,32
Conferences/ Events	5	2 320 130,60
Total	48 073	134 839 490,67

Note: These figures are projections based on the past 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:

- Deploy an on-line booking tool and train travel bookers at all cost centres around the country within two (2) months of awarding of contract. Bidders must demonstrate how they will implement project plan and what measures they will put in place whilst deploying the system and training users.
- The travel services will be provided to all Travellers travelling on behalf of DCS, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that DCS is responsible for the arrangement and cost of travel.
- Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.7.



- d) Familiarisation with current DCS travel business processes.
- e) Familiarisation with current travel suppliers and negotiated agreements that are in place between DCS and third parties. Assist with further negotiations for better deals with travel service providers.
- f) Familiarisation with current DCS Travel Policy and implementations of controls to ensure compliance.
- g) 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.
- h) Provide a facility for DCS to update their travellers' profiles.
- i) Manage the third-party service providers by addressing service failures and complaints against these service providers.
- j) Consolidate all invoices from travel suppliers.
- k) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- l) Provide reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to DCS (preferably using an online booking tool).
- m) All bidders must be registered with International Air Transport Association (IATA). It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents) and Proof of such membership must be submitted with the bid at closing date and time.
- n) Provide reference letters from two (2) of your creditors e.g. car hire companies, accommodation establishments etc.
- o) DCS reserves the right to award the contract to one or multiple bidders based either on the size of a regions, or geographic considerations and to allocate and rotate service provider(s) per region.
- p) Bidders that fail to meet requirements under gate 0 (Mandatory) will not proceed to gate 1, and bidders that fail to score 70 points on gate 1 (Functionality) will not proceed to gate 2 (Price and Specific goals).
- q) The department will, in all instances where officials are travelling to the same event, try to co-ordinate trips to reduce costs.



15.3.2 Reservations

The Travel Management Company will:

- a) Provide an online booking tool/system to make bookings and reservations.
- b) Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker have capability to flag policies and cost containment transgressions.
- 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) Ensure 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) Book parking facilities at the airports where required for the duration of the travel.
- h) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, transport, etc.).
- j) Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k) Advise the Traveller of all visa and inoculation requirements well in advance.
- l) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- o) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.



- p) Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by DCS are **non-commissionable**, where commissions are earned for DCS bookings all these commissions should be returned to DCS on a quarterly basis.
- q) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by DCS
- r) Ensure timeous submission of proof that services have been satisfactorily delivered (invoices) as per DCS's instructions

15.3.3 Air Travel

- a) The TMC online tool must be able to book full service carriers as well as low cost carriers.
- b) The TMC online tool will book the most cost-effective airfares possible for domestic travel.
- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The TMC online tool 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 online tool 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 online tool 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 online tool 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 online tool will provide price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the DCS.
- b) The TMC online tool will provide at least 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 DCS's travel policy.
- d) Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC online tool 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 DCS.
- e) Accommodation vouchers must be issued to all DCS travellers for accommodation bookings and must be invoiced to DCS 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 Conference and Meetings

- a) The Travel Agent(s) shall upon request, facilitate the arrangement of conferences, meetings seminars and training venues.
- b) The Travel Agent(s) shall identify suitable hotels or other establishments, negotiate rates and other terms and conditions and present the final for consideration and approval by the DCS.
- c) The Travel Agent(s) shall, if requested assist the Department in preparing for the meeting, including but not limited to, ensuring that all the agreed upon conditions are being met by the hotel or establishment where the meeting is to take place.



- d) The Travel Agent(s) will ensure that any other services such as registration of participants, additional equipment, assistants and transportation of participants will be satisfactory provided.

15.3.6 Car Rental and Shuttle Services

- a) The TMC online tool will book the approved category vehicle in accordance with the DCS Travel Policy.
- 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 online tool 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 online tool may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e) The TMC online tool will book transfers in line with the DCS 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 DCS 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.

15.3.7 After Hours and Emergency Services

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



- d) A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e) The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

15.4 Communication

- a) The TMC may be requested to conduct workshops and training sessions for Travel Bookers of DCS.
- b) All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- c) 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

- a) The TMC must implement up to the maximum allowable rates established by the National Treasury/DCS where applicable.
- b) Briefly describe how and when the change to booking fee is charged, that is, with the quotation or during invoicing.
- c) Briefly describe how and when interest will be charged, that is, after how many days and whether per invoice or per statement.
- d) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to DCS for payment within the agreed time period.
- e) Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- f) 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.
- g) Consolidate Travel Supplier bill-back invoices.



- h) The DCS payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- i) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DCS's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- j) Provide invoices that indicate the cost centre name, traveller and trip details. Statement that lists invoices per cost centre. Statement to reconcile with payment to lodge card.
- k) Ensure Travel Supplier accounts are settled timeously.

15.6 Technology, Management Information and Reporting

- a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- b) The successful bidder must provide end to end Online Booking Tool.
- c) All management information and data input must be accurate.
- d) The TMC will be required to provide the DCS 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>

- e) Reports must be accurate and be provided as per DCS'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).
- f) DCS may request the TMC to provide additional management reports.
- g) Reports must be available in an electronic format preferably Microsoft Excel.
- h) Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:



Travel

- After hours' Report;
- Compliments and complaints;
- 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 transportation);
- Bookings outside Travel Policy.

Finance

- Reconciliation of commissions/rebates or any volume driven 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 and;
- Open Age Invoice Analysis.

- i) 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

- a) An Account Management structure should be put in place to respond to the needs and requirements of DCS and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the DCS's account.
- c) The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.



- d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e) Ensure that the DCS's Travel Policy is enforced.
- f) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- g) Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- h) 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:

- a) Destination information for regional and international destinations:
 - Health warnings;
 - Weather forecasts;
 - Places of interest;
 - Visa information;
 - Travel alerts;
 - Location of hotels and restaurants;
 - Information including the cost of public transport;
 - Rules and procedures of the airports;
 - Business etiquette specific to the country;
 - Airline baggage policy and;
 - Supplier updates
- b) Electronic voucher retrieval via web and smart phones;
- c) SMS notifications for travel confirmations;
- d) Travel audits;
- e) Global Travel Risk Management;
- f) VIP services for Executives that include, but is not limited to check-in support.



15.9 Cost Management

- a) The National Treasury cost containment initiative and the DCS's Travel Policy is establishing a basis for a cost savings culture.
- b) 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.
- c) 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.
- d) 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 DCS'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

- a) Quarterly reviews are required to be presented by the Travel Management Company on all DCS travel activity in the previous three-month period. These reviews are comprehensive and presented to DCS's Supply Chain Management and Finance teams as part of the performance management reviews based on the service levels.
- b) Annual Reviews are also required to be presented to DCS's Senior Executives.

15.11 Office Management

- a) The TMC to ensure high quality service to be delivered at all times to the DCS's travellers. The TMC is required to provide DCS with highly skilled and qualified human resources of the following roles but not limited to:
 - i) Senior Consultants
 - ii) Intermediate Consultants
 - iii) Junior Consultants
 - iv) Travel Manager (Operational)
 - v) Finance Manager / Branch Accountant
 - vi) Admin Back Office (Creditors / Debtors/Finance Processors)
 - vii) Strategic Account Manager (per hour)
 - viii) System Administrator (General Admin)



15.12 Implementation

- a) The bidder must provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- b) The bidder must provide the methodology that will be used to manage the Travel account.

16 PRICING MODEL

16.1 DCS requires bidders to submit the transactional fee proposal. (Refer to Annexure A3: Pricing Schedule).

16.2 The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service, except for Conference transaction fees.

17 EVALUATION AND SELECTION CRITERIA

17.1 General

The bidder is expected to provide substantiation for all criteria below. Substantiation may be provided by means of additional Annexures; however; a specific reference **MUST** be made to the relevant Annexure; page and paragraph number as to where the information is located. Failure to provide specific reference to the location of the information may disadvantage the allocation of points. The evaluation process will be conducted in phases as follows:

Mandatory (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Specific goals Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.2 (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 70 points out of 100 points to proceed to Gate 2 (Price and). Specific goals	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 70 points.

17.1.1 All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

17.1.2 The bidder(s) proposal may be disqualified for non-submission of any of the document.

17.1.3 Bid document - All pages must be completed and signed (where signature is applicable) by the Bidder.



- i) Invitation to bid (SBD 1) must be Completed and signed.
- ii) Pricing Schedules must be fully completed and signed.
- iii) Bidders' disclosure (SBD 4) must be fully completed and signed.

17.2 Gate 0: Mandatory Requirements

Document that must be submitted	Non-submission may result in disqualification?	
CSD Registration	YES	17.1.3.1 Bidders must be registered on the Central Supplier Database (CSD) and provide its CSD number as per SBD1
Association of Southern African Travel Agents (ASATA) Licence / Certificate	YES	17.1.3.2 Bidders are required to submit their Association of Southern African Travel Agents licence/ certificate (certified copy) at closing date.
Valid International Air Transport Association (IATA) Accreditation	YES	17.1.3.3 Bidders must submit proof of a valid accreditation / membership for International Air Transport Association (IATA) in the following format: • Certificate; or • Accreditation/ membership number and professional body on the letter head of the bidding entity(certified copy)
COIDA	YES	17.1.3.4 Valid COIDA letter of goods standing
Financial capacity	YES	17.1.3.5 Bidder to provide Bank Credit rating letter from a reputable Bank with a minimum of rating C for the amount not less than R3 million

17.3 Gate 1: Technical Evaluation Criteria = 100 points

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

17.3.2 Only Bidders that have met the Mandatory requirements in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:



- a) Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 60 points of 80 points.
- b) 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.
- c) The overall combined score must be equal or above 70 points in order to proceed to Gate 2 for Price and points for special goals evaluations.

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

17.3.4 **The scoring matrix will be used for Technical and functional evaluation criteria. The following formula will be used to convert the points scored against the weight:**

$$Ps = \frac{So}{Ms} \times Ap$$

Ps = Points scored for functionality by bid under consideration

So = Total scored for functionality by bid under consideration

Ms = Maximum possible score

Ap = Points allocated

- a) The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the total score for each criterion.
- b) The scores for each criterion will be added to obtain the total score.
- c) This total score will be divided by the maximum possible score and multiplied by the points allocated.
- d) Bidders not meeting a minimum qualifying score required on functionality evaluation will be disqualified.
- e) Specific goals claimed will not be noted but not calculated and price proposals will remain unopened.

A. Scoring Matrix



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 quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
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



B. 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	60
Presentation and On-site Reference Checks	20	10
OVERALL COMBINED POINTS	100	70

C. Technical Evaluation

1	GENERAL	Weight	SECTION 15.
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.	7	Section 15.3.1 especially (a)&(k) Section 15.12
1.2	Provide reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are preferably on an on-line booking tool. 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 was	7	Section 15.3.1 (L)



	provided and the level of satisfaction. Score to be allocated as follows: No reference letter -0 Any number of reference letter but none from on line client-1 One reference letter from on line tool client-2 Two reference letters from on line tool client -4 Three reference letters from on line tool client -5		
1.3	Provide reference letters from two (2) of your creditors e.g. car hire companies, accommodation establishments. The letter must include: company name, contact name, address, phone number, duration of contract, and status of the manner in which account is handled. Score to be allocated as follows: No reference letter -0 One reference letter -4	2	Section 15.3.1 (n)



	Two reference letters -5		
2	RESERVATIONS	Weight	SECTION 15.3.2 TO 15.3.6 AND 15.8
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. Facilitate Conference arrangements Bidders should indicate how they will empower rural and township economy especially with regard to accommodation and shuttle services	10	Section 15.3.2 Section 15.3.3 Section 15.3.4 Section 15.3.5 Section 15.3.6 Section 15.8
2.2	Manage group bookings. Describe your capabilities for handling larger group bookings for Accommodation and	3	Section 15.3.2 (i)



	Transport.		
2.3	Directly negotiated rates Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by the travel agency 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.	5	Section 15.3.2 (p)
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	5	Section 15.3.3



	preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.		
2.5	After-hours and emergency services The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - is it available 24/7/365	5	Section 15.3.7
3	COMMUNICATION	Weight	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	5	



	company will be linked in one smooth continuous workflow.		
4	FINANCIAL MANAGEMENT	Weight	SECTION 15.5
4.1	Describe how you will implement the approved departmental rates and maximum allowable rates on behalf of the Department of Correctional Services. Briefly describe how and when the change to booking fee is charged, that is, with the quotation or during invoicing. Briefly describe how and when interest will be charged, that is, after how many days and whether per invoice or per statement 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,	8	



	reconciliation of transactions and the timely provision of invoices to Department of Correctional Services. Please describe credit card/Lodge card reconciliation process, timing and deliverables.		
5	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	Weight	SECTION 15.6
5.1	Describe the proposed on-line booking tool offered. Describe how the traveller will access and book using the on-line booking tool 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, transaction level data, etc. Give actual examples of standard reports that you currently have available. Give an indication if reports can be customized. Provide a description of all technology and reporting products	5	



	proposed for Department of Correctional Services. Can the TMC comply with the Department of Correctional Services' monthly reporting requirements. Describe the compatibility of your online solution to fully integrate into Department of Correctional Services' ICT System. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case Department of Correctional Services decide to integrate).		
6	ACCOUNT MANAGEMENT	Weight	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	5	



	resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. What is in place to ensure that the Department of Correctional Services' travel Policy is enforced. How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Traveler's and /or Travel Bookers.		
7	COST MANAGEMENT	Weight	SECTION 15.9
7.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe how you will assist the Department of Correctional Services to realise cost savings on annual travel spend.	4	Section 15.9



8	QUARTERLY AND ANNUAL TRAVEL REVIEWS	Weight	SECTION 15.10
8.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract. Briefly describe/provide overview of the characteristics of the report.	3	
9	OFFICE MANAGEMENT	Weight	SECTION 15.11
9.1	Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow. Describe roles and responsibilities of assigned staff. Please provide the management hierarchy. Describe type of training provided to travel agency personnel.	6	
PRESENTATION		Weight	
	Part A: presentation must not exceed 60	20	



minutes

- Summary of the proposal
- Take the committee through the On-line booking tool functionality from the stage bookings invoicing, payments, and reporting.
- Value added Services
 - Provide information on any value-added services that can be offered to Department of Correctional Services.
- 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.
- Reference checks



	- Q&A on technical submission.		
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17.4 Gate 2: Price and points for specific goals (90+10) = 100 points

17.4.1 Only Bidders that have met the 70 points thresholds in Gate 1 will be evaluated in Gate 3 for price and specific goals. Price and specific goals will be evaluated as follows:

17.4.2 In terms of regulation 6 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- Specific goals (maximum 10 points)

17.4.2.1 Stage 1 – Price Evaluation (90 Points)

Criteria	Points	The
Price Evaluation	90	
$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		

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

Where:

P_s = Points scored for price of tender under Consideration

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender



17.4.2.2 Stage 2- Specific goals as per Department of Correctional Services policy will be awarded as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
Women	3
Youth	3
Black	2
People living with disabilities	2

a) The following documentary proof must be submitted to claim for specific goals:

- Women: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Disability: Medical certificate signed by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disable persons.
- Black: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Youth Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.

Note: For a bidder to qualify for preference points, ownership of 51% or more per procurement goal/historically disadvantaged individual must be obtained.

- The bidders must certify sworn affidavit or BBBEE certificate in order to claim specific goals. Certification should not be older than six (6) months as at close of bid.
- The points scored by a bidder in respect of specific goals will be added to the points scored for price.
- The Price and Specific goals will be consolidated (90+10= 100). The points scored will be rounded off to the nearest 2 decimals.



17.5 Joint Ventures, Consortiums and Trusts

- a) Should a bidder choose to enter into a joint venture and/or consortium arrangement, bidders must submit concrete proof of the existence of such joint ventures and/or consortium arrangements. Details of partnerships and joint ventures must be provided as part of the bid proposal, if applicable. Relevant documentation relating to the above-mentioned must be included in the tender proposal.
- b) DCS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Such agreement must be made available to DCS with the bid proposal.
- c) 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, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

18 GENERAL CONDITIONS OF CONTRACT

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

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

19 CONTRACT PRICE ADJUSTMENT

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

STATS SA P0141 (CPI), Table E	Table E - All Items
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20 SERVICE LEVEL AGREEMENT

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

21 SPECIAL CONDITIONS OF THIS BID

DCS reserves the right:

- a) 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) and PPPFA regulation 2022.
- b) 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).
- c) To accept part of a tender rather than the whole tender.
- d) 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.



- e) 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.
- f) 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.
- g) Award to multiple bidders based either on size or geographic considerations.
- h) To allocate and rotate service provider (s) per regions.

22 BIDDERS DISCLOSURE (SBD 4)

- a) It is important that bidders acquaint themselves with the content of the bidder's disclosure (SBD 4)
- b) A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –
- c) The bidder is employed by the Department; and/or
- d) 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 or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- e) The bidder's disclosure (SBD 4) must be completed in full.
- f) Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its directors in terms of paragraph 23 of the General Conditions of Contract.

23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1 DCS 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 Institution name 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 DCS'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

- a) The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DCS 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.

- b) It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DCS against the bidder notwithstanding the conclusion of the Service Level Agreement between DCS 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 DCS, 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, DCS 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 DCS harmless from any and all such costs which DCS may incur and for any damages or losses DCS 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. DCS 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. DCS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DCS 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. DCS 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 DCS allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DCS 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 DCS'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 DCS remain proprietary to DCS and must be promptly returned to DCS upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure DCS'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 DCS PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any DCS 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 number HO5/2024 the DCS 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.



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 Evaluation Criterion	Reference Page in Bidders Proposal	Comments
1.2	General	Exhibit 2: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	Reservations	Exhibit 2: Page 13 to 15	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	Communications	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
REFERENCES TO DCS SPECIFICATION					
DESKTOP EVALUATION					
1	GENERAL	Weight	SECTION 15.		
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.	7	Section 15.3.1 (a)&(k) Section 15.12		
1.2	Provide reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are preferably on an on-line booking tool. 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 was provided and the level of satisfaction. Score to be allocated as follows:	7	Section 15.3.1 (L)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
REFERENCES TO DCS SPECIFICATION					
1.3	No reference letter -0 Any number of reference letter but none on line-1 One reference letter from on line tool client-2 Two reference letters from on line tool client -4 Three reference letters from on line tool client -5				
	Provide reference letters from two (2) of your creditors e.g. car hire companies, accommodation establishments. The letter must include: company name, contact name, address, phone number, duration of contract, and status of the manner in which account is handled. Score to be allocated as follows: No reference letter -0 One reference letter -4 Two reference letters -5	2	Section 15.3.1 (N)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
REFERENCES TO DCS SPECIFICATION					
					TO BE COMPLETED BY THE BIDDER

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2	RESERVATIONS	Weight	SECTION 15.3.2 TO 15.3.6 AND 15.8		
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.	10	Section 15.3.2 Section 15.3.3 Section 15.3.4 Section 15.3.5 Section 15.3.6 Section 15.8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	Facilitate Conference arrangements Bidders should indicate how they will empower rural and township economy especially with regard to accommodation and shuttle services				
2.2	Manage group bookings. Describe your capabilities for handling larger group bookings for Accommodation and Transport.	3	Section 15.3.2 (i)		
2.3	Directly negotiated rates Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by the travel agency Describe how these specific rates will be secured. Describe any automated tools that will	5	Section 15.3.2 (q)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	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		
2.5	After-hours and emergency services The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. - how it is accessed by Travellers, - where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc.	5	Section 15.3.7		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	- is it available 24/7/365				
3	COMMUNICATION	Weight	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.	5			
4	FINANCIAL MANAGEMENT	Weight	SECTION 15.5		
4.1	Describe how you will implement the approved departmental rates and maximum allowable rates on behalf of the Department of Correctional Services. Briefly describe how and when the change to booking fee is charged, that is, with the quotation or during invoicing. Briefly describe how and when interest will be charged, that is, after how many days and	8			

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	whether per invoice or per statement Describe how you will manage the 30-day bill-back account facility. Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities. Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to Department of Correctional Services. Please describe credit card/Lodge card reconciliation process, timing and deliverables.				
5	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	Weight	SECTION 15.6		
5.1	Describe the proposed on-line booking tool offered. Describe how the traveller will access and book using the on-line booking tool Describe how you will manage data and management information such as traveller.	5			

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. 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 Department of Correctional Services. Can the TMC comply with the Department of Correctional Services' monthly reporting requirements. Describe the compatibility of your online solution to fully integrate into Department of Correctional Services' ICT System. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case Department of Correctional Services decide to integrate).				
6	ACCOUNT MANAGEMENT	Weight	SECTION 15.7		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
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. What is in place to ensure that the Department of Correctional Services' travel Policy is enforced. How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.	5			TO BE COMPLETED BY THE BIDDER
7	COST MANAGEMENT	Weight	SECTION 15.9		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
7.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe how you will assist the Department of Correctional Services to realise cost savings on annual travel spend.	4	Section 15.9		
8	QUARTERLY AND ANNUAL TRAVEL REVIEWS	Weight	SECTION 15.10		
8.1	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract. Briefly describe/provide overview of the characteristics of the report.	3			
9	OFFICE MANAGEMENT	Weight	SECTION 15.11		
9.1	Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and	6			

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	bill back workflow.				
	Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.				
	Describe type of training provided to travel agency personnel.				
PRESENTATION		Weight			
	Part A: presentation must not exceed 60 minutes - Summary of the proposal - Take the committee through the On-line booking tool functionality from the stage bookings invoicing, payments, and reporting.	20			

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TO BE COMPLETED BY THE TENDERING INSTITUTION		TO BE COMPLETED BY THE BIDDER			
	- Value added Services - Provide information on any value-added services that can be offered to Department of Correctional Services. - 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. - Reference checks - Q&A on technical submission.				

BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

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

- Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Correctional Services;
- Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- Act with circumspection and treat Department of Correctional Services fairly in a situation of conflicting interests;

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- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Correctional Services;
 - f. Avoid fraudulent and misleading advertising, canvassing and marketing;
 - g. Conduct business activities with transparency and consistently uphold the interests and needs of Department of Correctional Services as a client before any other consideration; and
 - h. Ensure that any information acquired by the bidder(s) from Department of Correctional Services will not be used or disclosed unless the written consent of the client has been obtained to do so.