



TERMS OF REFERENCE

SCMU11-25/26-012: REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF THREE (3) TRAVEL MANAGEMENT SERVICE PROVIDERS TO THE DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 MONTHS

Date Issued:

Closing date and time:

Bid Validity Period: 120 Days

COMPILED FOR:

Eastern Cape Department of
Human Settlements
Steve Tshwete House
31-33 Phillip Frame Road,
Waverly Park, Chiselhurst
EAST LONDON

COMPILED BY:

Eastern Cape Department of
Human Settlements
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EAST LONDON

JULY 2025

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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, in this case ECDHS.

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

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

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

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

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.

Traditional Booking / Offsite Booking is when an official sends the request for travel to the TMC and TMC execute that request from start to finish e.g. your current environment currently on traditional booking.

Transaction Fee means a rate of 10% 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.

1. INTRODUCTION

The mandate of the EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS (ECDHS) is to ensure access to adequate housing, a right that is enshrined in the constitution of the Republic of South Africa, (Act No. 108 of 1996).

2. PURPOSE

The purpose of this bid is to solicit proposals from potential bidders for the provision of travel management services to ECDHS. The aim of the Department is to appoint three (03) service providers who will service the Department on a month-to-month rotational basis for a duration of 36 months. This bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by ECDHS for the provision of travel management services.

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

- 3.1.1 Bidders must be compliant when submitting a proposal to ECDHS and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the period of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

3.1.5 Bidders are required to be registered on the Central Supplier Database and the ECDHS shall verify the bidder's tax compliance status through the Central Supplier Database. The CSD report must be submitted.

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

3.2 Procurement Legislation

ECDHS 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) Preferential Procurement Regulations 2022 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003). PFMA SCM Instruction No. 7 of 2022/23.

3.3 Technical Legislation and/or Standards

Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

4. BRIEFING SESSION

A compulsory briefing and clarification session will be held at the Department of Human Settlements, Steve Tshwete House, 31 – 33 Phillip Frame Road, Waverley Park, Chiselhurst, Ground Floor Boardroom, on the **08 Of August 2025 at 11:00**.

5. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement on Government e-tender portal / Tender Bulletin	01 August 2025
Bid Closing Date	01 September 2025

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

6. CONTACT AND COMMUNICATION

6.1 A nominated official of the bidder can make enquiries in writing, to the specified persons:

Regarding SCM Information:	Regarding Terms of Reference:
Mr. X Mpupa	Mrs. N Kwayimani
XolileX@ecdhs.gov.za	NompheleK@ecdhs.gov.za

- 6.2 The delegated office of ECDHS may communicate with Bidders where clarity is sought in the bid proposal.
- 6.3 Any communication to an official or a person acting in an advisory capacity for ECDHS in respect of the bid between the closing date and the award of the bid by the Bidder is discouraged.
- 6.4 All communication between the Bidders and ECDHS must be done in writing.
- 6.5 Whilst all due care has been taken in connection with the preparation of this bid, ECDHS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. ECDHS, and its employees and advisors will not be liable with respect to any information communicated, which may not be accurate, current or complete.
- 6.6 If Bidders finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDHS (other than minor clerical matters), the Bidders must promptly notify ECDHS in writing of such discrepancy, ambiguity, error or inconsistency in order to afford ECDHS an opportunity to consider what corrective action is necessary (if any).

- 6.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDHS will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 6.8 All persons (including Bidders) 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.

7. LATE BIDS

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

8. COUNTER CONDITIONS

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

9. FRONTING

- 9.1 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.
- 9.2 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 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 to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies ECDHS may have against the bidder concerned.

10. SUPPLIER DUE DILIGENCE

ECDHS 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.

11. SUBMISSION OF BIDS

11.1 Bid documents may either be posted to EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS, Private Bag X 13008, CAMBRIDGE, 5247 (preferably registered mail) OR placed in the tender box situated at ECDHS: Ground Floor, Steve Tshwete Building, 31 – 33 Phillip Frame Road, Waverley Park, Chiselhurst, EAST LONDON OR can be couriered to the aforesaid address on or before the closing date and time.

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

11.3 The bidders are required to submit one original bid proposal according to the following format:

BID PROPOSAL	YES/NO	INDICATE PAGE NO.
Exhibit 1: Pre-qualification documents (Refer to Section 16.1 – Gate 0: Criteria (Table 2))		
Exhibit 2: • Special conditions • Supporting documents for special conditions. (Refer to Section 16.2 – Gate1: Minimum Requirements of the bid)		

Exhibit 3: • Functionality Criteria • Supporting documents for Functional Criteria (Refer to Section 16.3 – Gate 2)		
Exhibit 4: • General Conditions of Contract (GCC)		
Exhibit 5: • Company Profile • Annexure B • Any other supplementary information		
Exhibit 6: • Pricing Schedule (Refer to section 16 – Pricing Model - Pricing Submission)		

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

12. PRESENTATION / DEMONSTRATION

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

13. DURATION OF THE CONTRACT

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

14. SCOPE OF WORK

14.1 ECDHS currently uses private Travel Management Service Providers to manage the travel requisition and travel expense processes within the travel management lifecycle.

14.2 ECDHS' primary objective in issuing this bid is to enter into an agreement with three successful bidders who will achieve the following:

14.2.1 Provide ECDHS with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;

14.2.2 Achieve significant cost savings for ECDHS without any degradation in the services; and

14.2.3 Appropriately contain ECDHS's risk and traveller risk.

14.3 Travel Volumes

The current ECDHS total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details projections based on 2022/23 to 2024/25 trends:

Table 1

Service Category	Number of Transactions per 2023/24	Number of Transactions per 2024/25	Number of Transactions per 2025/26
Air travel – Domestic	500	350	600
Air travel – Regional	4	12	20
Air travel – International	2	4	4
Booking changes	4	7	15
Car rental – Domestic	700	650	800
Car rental – Regional & International	200	10	250
Shuttle Services – Domestic	50	20	100
Accommodation - Domestic	6000	9500	11000
Accommodation – Regional & International	8	20	32
Bus/Coach bookings	10	20	38
Train – Regional & International	0	0	0
Conferences/Events	20	50	80
After Hours	55	90	100
Booking cancellations	11	20	35
Parking	3	7	12
Insurance	2	5	5
Car Hire Fuel Deposit	5	6	8
GRAND TOTAL	5 674	10 771	13 099

Note: These figures are actuals based on the 2023/24 to 2024/25 trends and are meant for illustration purposes only.

14.4 Service Requirements

14.4.1 General

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

- i. The travel services will be provided to all Travellers travelling on behalf of ECDHS, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that ECDHS is responsible for the arrangement and cost of travel.
- ii. Provide travel management services during normal office hours (Monday to Friday 8h00 - 17h00) and provide after hours and emergency services as stipulated in paragraph 14.4.6.
- iii. Familiarisation with current ECDHS travel business processes.
- iv. Familiarisation with current travel suppliers and negotiated agreements that are in place between ECDHS and third parties. Assist with further negotiations for better deals with travel service providers.
- v. Familiarisation with current ECDHS Travel Policy and implementation of controls to ensure compliance.
- vi. 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.
- vii. Provide a facility for ECDHS to update their travellers' profiles.
- viii. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- ix. Consolidate all invoices from travel suppliers.
- x. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. xi. Provide the reference letters from references existing / recent clients (within past 3 years) which are of a similar size to ECDHS based on estimated volumes in Table 1 above (14.3).

- xii. Provide a valid certificate for International Air Transport Association (IATA) membership. Proof of such membership must be submitted with the bid at closing date and time.
- xiii. Foreign travel support services (copies of foreign transactions undertaken or proof of international travels arranged within the last twelve months must be attached).
- xiv. The TMC must provide maximum insurance cover in respect of International and Regional travellers.

14.4.2 Reservations

The Travel Management Companies will:

- i. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- ii. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- iii. 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.
- iv. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- v. Book the negotiated discounted fares and rates where possible as issued by National Treasury time to time.
- vi. 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.
- vii. Book parking facilities at the airports where required for the duration of the travel.
- viii. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- ix. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.).
- x. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- xi. Advise the Traveller of all visa and inoculation requirements well in advance.

- xii. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- xiii. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- xiv. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- xv. 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.
- xvi. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. which are negotiated directly or established by National Treasury or by ECDHS are non-commissionable, where commissions are earned for ECDHS bookings all these commissions should be returned to ECDHS on a quarterly basis.
- xvii. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by ECDHS.
- xviii. Timely submission of proof that services have been satisfactorily delivered (invoices) as per ECDHS's instructions.

14.4.3 Air Travel

- i. The TMC must be able to book full-service carriers as well as low-cost carriers.
- ii. The TMC will book the most cost-effective airfares possible for domestic travel.
- iii. For international flights, the airline which provides the most cost effective and practical routings may be used.
- iv. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- v. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- vi. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking.
- vii. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- viii. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- ix. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.

- x. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- xi. Assist with lounge access if and when required.
- xii. International air travel Bidders will be expected to submit a valid International Air Transport Association (IATA) certificate or outsource to a registered TMC.

14.4.4 Accommodation

- i. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- ii. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- iii. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guesthouse or Bed & Breakfast) in accordance with ECDHS's travel policy.
- iv. ECDHS travellers may only stay at accommodation establishments with which Government has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or ECDHS.
- v. Accommodation vouchers must be issued to all ECDHS travellers for accommodation bookings and must be invoiced to ECDHS as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- vi. 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.
- vii. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

14.4.5 Car Rental and Shuttle Services

- i. The TMC will book the approved category vehicle in accordance with the ECDHS Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- ii. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- iii. The TMC must ensure that relevant information is shared with travellers and the department in writing regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages, accidents and traffic fines, etc.
- iv. The TMC must ensure that relevant information is shared with travellers and the department in writing regarding damages, accidents and traffic fines.
- v. For international travel, the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- vi. The TMC will book transfers in line with the ECDHS Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- vii. The TMC should manage shuttle companies on behalf of the ECDHS and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- viii. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.
- ix. The TMC must during the subsistence of the contract period, provide car rental solution which includes maximum insurance cover for the insured vehicle, this shall be built into the invoice when billing is done.

14.4.6 After Hours and Emergency Services

- i. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- ii. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- iii. 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.

- iv. 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.
- v. 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.

14.4.7 Conferencing, Venue and Facilities

Arranging for hiring of venues, facilities and catering as and when required by the department, negotiating discounts on standard rates with all available hotel groups or conferencing suppliers on behalf of the department (this shall exclude contracting of facilitators, training equipment and stationery).

14.5 Communication

- 14.5.1 The TMC may be requested to conduct workshops and training sessions for Travel Bookers of ECDHS.
- 14.5.2 All enquiries must be attended to and prompt feedback be provided in accordance with the Service Level Agreement.
- 14.5.3 The TMC must ensure sound communication with all stakeholders. The TMC must link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

14.6 Financial Management

- 14.6.1 The TMC must implement the rates negotiated by Government with travel service providers or the discounted airfares, or the maximum allowable rates established by the National Treasury where applicable.
- 14.6.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to ECDHS for payment within the agreed time period. Invoices must be submitted within the same month of travelling, failing which a 10% penalty will be imposed per invoice.
- 14.6.3 Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

- 14.6.4 The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices ECDHS for the services rendered.
- 14.6.5 Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 14.6.6 Consolidate Travel Supplier bill-back invoices.
- 14.6.7 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to ECDHS's Financial Department on the agreed time period (30 days). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service Provider bill-back report.
- 14.6.8 Ensure Travel Supplier accounts are settled within five working days of the service being rendered.

14.7 Technology, Management Information and Reporting

- 14.7.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 14.7.2 All management information and data input must be accurate.
- 14.7.3 The TMC will be required to provide the ECDHS 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 successful bidder will be provided with the required reporting templates.
- 14.7.4 Reports must be accurate and be provided as per ECDHS'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).
- 14.7.5 ECDHS may request the TMC to provide additional management reports.
- 14.7.6 Reports must be available in an electronic format for example Microsoft Excel.
- 14.7.7 Service Level Agreement must be provided on the agreed date. It will include but will not be limited to the following:

14.7.7.1 Travel

- a) After hours' Report.
- b) Compliments and complaints.

- c) Consultant Productivity Report.
- d) Long-term accommodation and car rental.
- e) Extension of business travel to include leisure.
- f) Upgrade of class of travel (air, accommodation and ground transportation).
- g) Bookings outside Travel Policy.
- h) Name of establishment (B&B or hotel), area and B-BBEE /Preference points status.

14.7.7.2 Finance

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

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

14.8 Account Management

14.8.1 An Account Management structure should be put in place to respond to the needs and requirements of the Provincial Treasury and act as a liaison for handling all matters with regards to delivery of services in terms of the contract.

14.8.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the ECDHS's account.

14.8.3 The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.

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

- 14.8.5 Ensure that the ECDHS's Travel Policy is enforced.
- 14.8.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 14.8.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- 14.8.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

14.9 Value Added Services

The TMC must provide the following value-added services:

- 14.9.1 Information for regional and international destinations.
- 14.9.2 Health warnings.
- 14.9.3 Weather forecasts.
- 14.9.4 Places of interest.
- 14.9.5 Visa information.
- 14.9.6 Travel alerts.
- 14.9.7 Location of hotels and restaurants.
- 14.9.8 Information including the cost of public transport.
- 14.9.9 Rules and procedures of the airports.
- 14.9.10 Business etiquette specific to the country.
- 14.9.11 Airline baggage policy.
- 14.9.12 Supplier updates.
- 14.9.13 Electronic voucher retrieval via web and smart phones.
- 14.9.14 SMS notifications for travel confirmations.
- 14.9.15 Travel audits.
- 14.9.16 Global Travel Risk Management; and
- 14.9.17 VIP services for Executives that include but is not limited to check-in support.

14.10 Cost Management

- 14.10.1 The National Treasury cost containment initiative and the ECDHS's Travel Policy is establishing a basis for a cost savings culture.
- 14.10.2 It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- 14.10.3 The TMC plays a pivotal role to provide high quality travel related services that are

designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

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

14.11 Quarterly and Annual Travel Reviews

14.11.1 Quarterly reviews are required to be presented by the TMC on all ECDHS travel activity in the previous three-month period. These reviews must be comprehensive and presented to ECDHS as part of the performance management reviews based on the service levels.

14.11.2 These Travel Reviews will include without limitation the following information expenditure on a quarterly basis (In line with paragraph 14.6):-

- a. Venue hiring.
- b. Air travel.
- c. Accommodation; and
- d. Car rental/ shuttle services.

14.12 Office Management

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

- a. Senior Consultants
- b. Travel Manager (Operational)
- c. Finance Manager / Branch Accountant
- d. Admin Back Office (Creditors / Debtors/Finance Processors)
- e. System Administrator (General Admin)

15. PRICING MODEL

- 15.1 ECDHS requires bidders to do pricing based on a fixed rate for the entire term of the contract. **Pricing Schedule – Annexure A.** The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- 15.2 Bidders must complete the entire two (2) tabs of the **Pricing Schedule – Annexure A.**
- 15.3 Bidders must accurately cost all items where applicable as zero or no cost items will be accepted as a free costing, meaning no charge will be claimed to the department.
- 15.4 Costing should be informed by the following:
 - 15.4.1 Traditional booking
- 15.5 Volume Driven Incentives - It is important for bidders to note the following when determining the pricing:
 - 15.5.1 National Treasury and ECDHS has / will negotiate non-commissionable fares and rates with various airline carriers and other service providers.
 - 15.5.2 No override commissions earned through ECDHS reservations will be paid to the TMC.
 - 15.5.3 An open book policy will apply, and any commissions earned through the ECDHS volumes will be reimbursed to ECDHS; and
 - 15.5.4 TMC is to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

16. EVALUATION AND SELECTION CRITERIA

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

(GATE 0): Pre-qualification Criteria	(GATE 1): Minimum Requirements Criteria	(Gate 2): Functionality Criteria	(Gate 3): Price and Preferential goals Evaluation
Bidders must submit all documents all documents as outlined in paragraph 16.1 (Table 2) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidders must meet all the criteria stipulated under Minimum Requirements (paragraph) to proceed to Gate 2 (Functionality).	Following the compliance evaluation in terms of Gates 0 and 1, bids will be evaluated in terms of functionality Criteria	Bidders will be evaluated in terms of section 5 of the PPPFA 2000, Preferential Procurement Regulations, 2022. Eighty (80) points for price and twenty (20) points for preference points.

16.1 Gate 0: Pre-qualification Criteria

16.1.1 Without limiting the generality of ECDHS's other critical requirements for this Bid, bidders must submit the documents listed in Table 2 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder. During this phase, bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements.

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

Document that must be submitted	Explanatory Information
Invitation to Bid – SBD 1	Complete and sign the supplied proforma document
Declaration of Interest – SBD 4	Complete and sign the supplied proforma document

Tax clearance certificate requirements	Complete and sign the supplied proforma document
Preference Point claim form SBD 6.1	Complete and sign the supplied proforma document
Valid ASATA certificate	Bidders must submit a valid Association of Southern African Travel Agents and Travel Advisors (ASATA) certificate (certified copy) at closing date. Failure to meet this requirement will lead to disqualification
Pricing Schedule	Submit full details of the pricing proposal as per Annexure A. Blank spaces will be regarded as incomplete. Should the bidder not charge for the service, the bidder must indicate that with a zero (0). Bidders must complete the entire three (3) tabs of Annexure A.
Registration on Central Supplier Database (CSD)	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.
Joint Venture/Consortium Agreement (if applicable)	ECDHS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Unsigned joint venture agreements will lead to disqualification.

16.2 Gate 1: Minimum Requirements of the bid

16.2.1 All bidders are required to provide all the information below. **Failure to do so will result in disqualification of the bid:**

16.2.1.1 Bidders must have successfully completed three (3) years in the provision of travelling and accommodation services subject to:

- A completed contract of minimum 36 months uninterrupted, or
- Where a bidder does not have a completed 36 months' uninterrupted contract, such bidder must have contracts totalling 36 months where for each contract a minimum uninterrupted period of 12 months must be completed as at the bid closing date.

16.2.1.2 Bidders must submit together with their bid proposal reference letters on clients' letterhead as evidence of services rendered in line with 16.2.1.1 above. The contract period must be clearly stated in the reference letters.

16.2.1.3 Bidders must attach copies of foreign transactions undertaken or proof of international travels arranged within the last thirty-six months (36) as proof of foreign travel support services.

16.3 Gate 2: Functionality

Only bidders who obtain at least 75 points for functionality score will qualify for evaluation in terms of Gate 3 of the evaluation process (Price and preference points).

FUNCTIONALITY CRITERIA

Criteria	Points
Functionality	100
1. <u>Account/Business Manager Experience</u> The Account/Business Manager must submit detailed Curriculum Vitae indicating experience in Travel Management services in Public Sector. • 8 or more completed years' experience = 30 points • 5 – 7 completed years' experience = 20 points • 3 – 4 completed years' experience = 10 points	30
2. <u>Number of years the company has been operating in the Travel Industry</u> Bidders must submit proof in the form of CIPRO / CIPS registration certificate together with company profile and reference letters on clients' letterhead as evidence of services rendered and existence in the travel	40

industry. • 8 or more completed years' experience = 40 points • 5 – 7 completed years' experience = 30 points • 3 – 4 completed years' experience = 10 points The Department reserves the right to validate the submitted information as part of the evaluation process.	
3. <u>Financial Capacity</u> Proof of funds to execute the contract (a letter from its financing institution or proof of sufficient funds in the form of a bank statement) • R1 000 000 and above = 30 points • R600k and above R999k = 20 points • R500k – R599k = 10 points • R499k – below= 00 points The Department reserves a right to validate the submitted information as part of the evaluation process.	30
TOTAL	100

16.4 Gate 3: Price and Preference Points Evaluation (80+20) = 100 points

Only Bidders that have met all the requirements of Gate 2 will be evaluated in Gate 3 for price and preference points. Price and preference points will be evaluated as follows:

Regulation 3 of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2022, (the Regulations) stipulates that an organ of state must, prior to making an invitation for tenders, determine and stipulate the appropriate preference point system to be utilized in the evaluation and adjudication of tenders.

Regulation 5 and 6 stipulates that the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(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 tenderer will be allocated points based on the goals stated in table below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals allocated points

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned Organizations	8	
Youth	4	
People with Disability	2	
Locality: Eastern Cape	5	
Military Veterans	1	

CLAIMING OF PREFERENCE POINTS

Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in a form of valid Central Supplier Database (CSD) supplier profile that outlines the ownership of the organisation.

Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in form of a medical certificate / letter not older than 6 months from a registered medical practitioner (Practitioner number, contact details to be stated on correspondence) detailing the disability. The Medical certificate will only be used for evaluation purposes.

Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in a form of valid Central Supplier Database (CSD) supplier profile that outlines the ownership of the organisation.

Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal. Bidders must submit proof of the Company's Registered Offices. Proof of rate statement, lease agreement or confirmation of locality from local authority.

Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in terms confirmation letters from the Department of Military Veterans.

NB: Bidders must provide sufficient proof and supporting documentation in respect of the above evaluation criteria and specific goals evaluation. Bidders who do not submit the required information shall not be scored for the respective/relevant evaluation criteria. In a case of a joint venture and/or consortium the agreements must clearly set out the shareholding and roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. Failure to submit shareholding will result in non-allocation of points.

17. GENERAL CONDITIONS OF CONTRACT

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

- a. The Department is to appoint three (03) service providers who will service the Department on a month to month rotational basis for the duration of 36 months.
- b. The bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which ECDHS is prepared to enter into a contract with the successful Bidder.
- c. The bidder submitting the General Conditions of Contract to ECDHS together with its bid, duly signed by an authorised representative of the bidder.

18. CONTRACT PRICE

Contract price will be fixed for the entire term of the contract.

19. SERVICE LEVEL AGREEMENT

- 19.1 Upon award ECDHS and the successful bidders will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by ECDHS, in the format of the draft Service Level Indicators included in this tender pack.
- 19.2 ECDHS reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 19.3 The successful Bidder is requested to:
 - 19.3.1 Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
 - 19.3.2 Explain each comment and/or amendment; and
 - 19.3.3 Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 19.4 ECDHS 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 ECDHS or pose a risk to the organisation.

20. CONDITIONS OF THIS BID

ECDHS reserves the right:

- 20.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 20.2 To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder who has not been awarded the status of the preferred bidder.
- 20.3 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, whether before or after adjudication of the Bid; and
- 20.4 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

21. EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS REQUIRES BIDDERS TO DECLARE

In the Bidder's Technical response, bidders are required to declare the following:

21.1 Confirm that the bidder is to: –

- 21.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of ECDHS.
- 21.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services.
- 21.1.3 Act with circumspection and treat ECDHS fairly in a situation of conflicting interests.
- 21.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- 21.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with ECDHS.
- 21.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing.
- 21.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECDHS as a client before any other consideration; and
- 21.1.8 Ensure that any information acquired by the bidder from ECDHS will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 22.1 ECDHS 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 ECDHS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 22.1.1 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.
- 22.1.2 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.
- 22.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECDHS's officers, directors, employees, advisors or other representatives.
- 22.1.4 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.
- 22.1.5 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.
- 22.1.6 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.
- 22.1.7 has in the past engaged in any matter referred to above; or
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.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 23.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that ECDHS 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.
- 23.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by ECDHS against the bidder notwithstanding the conclusion of the Service Level Agreement between ECDHS 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.

24. 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 ECDHS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder in the preparation of their response to this bid.

25. INDEMNITY

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

26. 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.

27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. ECDHS 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.

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. ECDHS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent SARS Tax Pin to ECDHS, or whose verification against the Central Supplier Database (CSD) proves non-compliant. ECDHS 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.

29. 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. ECDHS 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. Furthermore, Company Directors will be verified against the Department of Public Service and Administration (DPSA) whether they conduct the business with government in line with Regulation 13(c) of Public Service Regulations 2016.

30. 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.

31. RESPONSIBILITY FOR BIDDER'S PERSONNEL

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

32. 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 ECDHS's examination and evaluation of a bid.

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 bid. This bid and any other documents supplied by ECDHS remain proprietary to ECDHS and must be promptly returned to ECDHS upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure ECDHS'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.

33. EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS PROPRIETARY INFORMATION

Bidders will on their bid cover letter make declaration that they did not have access to any ECDHS 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. Bidders must complete (*Annexure B*) for declaration.

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid SCMU11-25/26-00., the ECDHS 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.

35. SIGNATORIES



MS. N KWAYIMANI
DIRECTOR: ASSET AND LOGISTICS

25/07/2025
DATE



MR. A MBARANE
CHAIRPERSON: BID SPECIFICATION COMMITTEE

25.07.25
DATE

APPROVED/NOT APPROVED



MR. EDQ VENN
HEAD OF DEPARTMENT

29/07/2025
DATE:

ANNEXURE A: RFP NO: SCMU11-25/26-012

PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NO.	ITEM	QTY	RATE	TOTAL AMOUNT
1	Air travel – Domestic	600		
2	Air travel – Regional	20		
3	Air travel – International	4		
4	Booking changes	15		
5	Car rental – Domestic	800		
6	Car rental – Regional & International	250		
7	Shuttle Services – Domestic	100		
8	Accommodation – Domestic	11000		
9	Accommodation – Regional & International	32		
10	Bus/Coach bookings	38		
11	Train – Regional & International	0		
12	Conferences/Events	80		
13	After Hours	100		
14	Booking cancellations	35		
15	Parking	12		
16	Insurance	5		
17	Car Hire Fuel Deposit	8		
TOTAL		13 099		

TOTAL AMOUNT ABOVE IN WORDS:

SIGNED BY / ON BEHALF OF THE BIDDER

NAME

SIGNATURE

DATE

COMPANY STAMP

ANNEXURE B: BID NO: SCMU11-25/26-.....

PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER:

DECLARATION

I, (full names) do hereby confirm that I am duly authorised to make this declaration on behalf of (name of bidding entity).

Do hereby declare that (name of bidding entity) and or its director(s) or representatives did not have access to any EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS proprietary information or another matter that may have unfairly placed its bid in a preferential position in relation to any other bidder.

Signed on the(day).....(month).....(year)
at(place).

Name and surname of duly authorised representative

Signature

Date: _____

Witness (1) signature

Witness (2) signature

Date: _____

Date: _____

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	SCMU11-25/26-012	CLOSING DATE:	01 SEPTEMBER 2025	CLOSING TIME:	11: 00
DESCRIPTION	SCMU11-25/26-012: REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF THREE (03) TRAVEL MANAGEMENT SERVICE PROVIDERS TO THE DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HMAN SETTLEMENTS					
31-33 PHILLIP FRAME ROAD, STEVE TSHWETE BUILDING, GROUND FLOOR					
WAVERLY PARK					
EAST LONDON					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. X MPUPA		CONTACT PERSON	MRS KWAYIMANI	
TELEPHONE NUMBER	074 142 4781		TELEPHONE NUMBER	071 677 1651	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	XolileM@ecdhs.gov.za		E-MAIL ADDRESS	NompheleK@ecdhs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

1

SBD1

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:
e.g. company resolution)

..... (Proof of authority must be submitted

DATE:

.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable optionTenders | Good standing

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

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

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.

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:

.....

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.

3.5 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

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.

contract.

- 3.6 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.
- 3.7 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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, TENDERERS 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
 -

- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer 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 tenderer, 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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(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 tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman owned Organization	8	
Youth	4	
People with Disability	2	
Locality:EC	5	
Military Veterans	1	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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 tenderer 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 TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	