



KWAZULU-NATAL PROVINCE

TREASURY
REPUBLIC OF SOUTH AFRICA

DIRECTORATE:

Provincial Supply Chain Management

P.O. Box 3613, PIETERMARITZBURG, 3200

Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg, 3201

Tel: 033 897 4200 Fax: 033 342 2632

BID NUMBER: ZNT 1234 /2021-F

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER/S TO PROVIDE ONLINE TRAVEL MANAGEMENT SERVICES TO PROVINCIAL DEPARTMENTS AND PUBLIC ENTITIES IN KWAZULU-NATAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

VIRTUAL BRIEFING SESSION: 08 JUNE 2021 (non-compulsory)

CLOSING DATE: 23 JUNE 2021

CLOSING TIME: 11:00

Email: onlinetravel@kzntreasury.gov.za

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Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any page/s or sections are missing

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL PROVINCIAL TREASURY					
BID NUMBER:	ZNT 1234/2021-F	CLOSING DATE:	23 June 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER/S TO PROVIDE ONLINE TRAVEL MANAGEMENT SERVICES TO PROVINCIAL DEPARTMENTS AND PUBLIC ENTITIES IN KWAZULU NATAL FOR A PERIOD OF THIRTY SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Head KwaZulu – Natal Provincial Treasury					
145 Chief Albert Luthuli Street					
Pietermaritzburg					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms NOMZAMO KUBHEKA		CONTACT PERSON	Ms HAYLEY NAIDOO	
TELEPHONE NUMBER	033 – 897 4407		TELEPHONE NUMBER	033 - 897 4217	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	onlinetravel@kzntreasury.gov.za		E-MAIL ADDRESS	onlinetravel@kzntreasury.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>[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]</i>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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:

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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

**SECTION C
CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the “Province”) on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION D
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
 - 3.2 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances**

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT
AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION F
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a 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 form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin 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. Copies of 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.
3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin 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. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin 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.

SECTION G
PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number Closing Time 11:00 Closing date.....
--

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

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
 *Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SECTION H DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

SECTION I

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80 or 90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20 or 10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

**SECTION J
CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:.....	

**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

SECTION K

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

SECTION L

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

**SECTION M
BRIEFING SESSION**

Kindly note that the briefing sessions is not compulsory for this bid due to COVID -19 pandemic, however bidders will be given an opportunity to seek clarity during the briefing session that will be held virtually on the 08th of June 2021.

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.
Site/building/institution involved: Department of Treasury

Bid No: **ZNT 1234/2021 F**

APPOINTMENT OF A SERVICE PROVIDER/S TO PROVIDE ONLINE TRAVEL MANAGEMENT SERVICES TO PROVINCIAL DEPARTMENTS AND PUBLIC ENTITIES IN KWAZULU NATAL FOR A PERIOD OF THIRTY SIX (36) MONTHS

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

ATTENDED THE VIRTUAL BRIEFING SESSION ON **08 JUNE 2021 AT 10H00** (DATE)
AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
NAME AND SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:.....

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:

SECTION N
AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....,

Mr/Mrs/Ms.....

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

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

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

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

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

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

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

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

(Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....
(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

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

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

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

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

PART B
GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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11. Insurance
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17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

PART C
TERMS OF REFERENCE

SECTION A

1. Definitions

Accommodation means the rental of suitable lodging facilities, e.g. Hotels, Game Lodges, B&B's, self-catering accommodation while away from one's place of abode, but on authorised official duty/duties.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 20h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

Air travel means travel by airline on authorised official business.

Approver means State official delegated by the Department to approve the expenditure to be incurred and/or the request to travel e.g. line manager of the traveller.

BAS means Basic Accounting System.

Car Rental means the rental of a vehicle for a duration of the trip by a Traveller for official purposes.

Car Rental Regional means the rental of a vehicle for a duration of the trip by a Traveller for official purposes outside the SA borders but within SADEC Region.

Changes refers to changes made to flights, corrections of traveller information, bookings etc.

Cost Centre is a defined area to where direct and indirect costs are allocated within the business unit that is responsible for the costs that it incurs.

Department means KwaZulu-Natal Provincial department/s and public entities.

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.

Financial Viability Assessment means an assessment of whether the Tenderer has the necessary financial viability to perform the Services and otherwise meet its obligations under the Contract.

Foreign / 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 to which all expenditure is charged.

Management Fee is the fixed negotiated fee payable to the 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).

Personal and Salary System (PERSAL) “Persal number” means a unique system generated 8-digit number assigned to each employee who is appointed on the Persal System

Road transport means car hire, shuttle service, chauffeur driven coach.

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

SMS stands for short message service

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

Super Approver means the State official assigned by the Department who will have the ability to approve any request. Where a requisition must be approved under extra ordinary circumstances, the super approver will be able to do so. The super approver approval supersedes all approvals.

Super User will be the first point of contact for all users within the client’s organisation regarding issues relating to the systems functionality, or any other issues that users might experience during the travel booking process. The Super User will work closely with the TMC to identify and analyse trends which can be used to effectively manage the Travel system.

Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. domestic 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 Order is the official form utilised by Government reflecting the detail and reference number of the trip that is approved by the relevant authorising official.

Travel Booker means State official nominated by the Department who will have limited privileges to administer the system on behalf of the Department.

Other means all miscellaneous products which are outside the scope of the online travel contract example Conference registration fee and catering for the event

Tour operator means a travel company who buys individual travel components, separately from their suppliers and combines them into a package tour, which is sold with their own price tag to the public directly or through middlemen.

Visa means an endorsement issued by an authorized representative of a country and marked in a passport, permitting the passport holder to enter, travel through, or reside in that country for a specified amount of time, for the purpose of tourism, education, employment, etc.

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

Travel Policy is a course or principle of action adopted by departments/entities to manage the course of operations for travel.

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

Treasury means KwaZulu-Natal Provincial Treasury.

User means any person that is identified to utilise the system. They will be assigned to a specific template(s) which will determine their roles and privileges.

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.

2. Background

The mission of the KwaZulu-Natal Department of Provincial Treasury is to ensure equitable resource allocations for the province of KwaZulu-Natal, analyse and monitor government (provincial and local, including their public entities) revenue and expenditure, and instil prudent financial management and good governance.

The Provincial Treasury on behalf of KZN departments and public entities requires online travel management services for both domestic and international travel. Travel arrangements will consist of air travel, accommodation, airport transfers, shuttle services and car rentals through the appointed service provider as well as conference services and facilities.

The Provincial Treasury and other provincial departments including certain public entities in KwaZulu-Natal are currently utilising an Online Travel Booking System that departmental officials use to make bookings for business travel. The Provincial Treasury is coordinating a transversal contract for use by all participating departments and public entities within KZN. The participation of both provincial departments and provincial public entities is voluntary. Additional clients that participate in the transversal contract will have to adhere to the terms and conditions of the original or awarded transversal online contract.

3. Objective

The objective of this bid is to appoint a service provider/s for the provision of travel management services for applicable departments and public entities in KwaZulu-Natal. Suitable TMCs are required to provide a complete, managed online travel management service for domestic and international travel, including air travel, accommodation, airport transfers, shuttle services and car rentals through the appointed service provider as well as conference services and facilities.

4 Travel Policy

4.1 Compliance and Control

- 4.1.1 Management of the Departments' and Entities' travel and accommodation policies as supplied by the Provincial departments and entities.

- 4.1.2 Update departments regularly on cancellation policies and fees of service providers.
- 4.1.3 The TMC shall be given a copy of the State's and/or Department's travel policy and procedures and the TMC shall ensure that the system is appropriately set up to incorporate these policies, procedures and internal controls. Negotiated vendor rates, deals and all corporate agreements must be pre-configured and the purpose should be to book the cheapest in-policy fare of the day. Authorisers must be notified of out of policy breaches and missed savings.

4.2 Corporate Governance

- 4.2.1 All processes for online bookings within the system must adhere to the criteria set by departmental and public entity's policies and regulations.
- 4.2.2 The TMC may not accept any commission, payment or other inducement from a flight, road transport or accommodation service provider for the use of their facilities. Should any payment be received the TMC must pay this amount over to the Provincial Treasury at the end of each month.
- 4.2.3 All amounts quoted by the system and charged to the department must be exclusive of any travel agent commission.
- 4.2.4 The system must be customised for group bookings such as conferences.
- 4.2.5 Emerging entrepreneurs shall not be charged any fee/commission/technology fee which creates any barrier to entry.

SECTION B

5. Scope of Work

5.1 Background of the Scope of Work

- 5.1.1 Provide the Provincial Treasury and other provincial departments including public entities with the online travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- 5.1.2 Achieve significant cost savings for the Provincial Treasury and provincial departments including entities without any degradation in the services and functionality; and
- 5.1.3 Appropriately contain the Provincial Treasury's, related provincial department's and

Entity's risks and traveller's risks.

5.2 Travel Volumes

a) Volume of Transactions per service category for period April 2019 to March 2020 – on the current online transversal contract

Service Category	Number of Transactions per annum for period	Estimated Expenditure per Annum
	2019/2020	2019/2020 R
Air Travel - International	522	13 977 086.11
Air Travel - Regional	15	80 457.47
Air Travel - Domestic	16888	30 785 693.23
Air travel - International (Re-issue)	0	0
Air Travel - Regional (Re-issue)	0	0
Air Travel - Domestic (Re-issue)	0	0
Refunds – Air International	18	6 140.88
Refunds – Air Regional	2	682.32
Refunds – Air Domestic	324	117 360.30
Car Rental - International	0	0
Car Rental - Regional	3	14 362.56
Car Rental - Domestic	4010	21 152 514.28
Transfers / Shuttle - International	10	11 603.50
Transfers / Shuttle - Regional	5	5 801.75
Transfers / Shuttles - Domestic	4635	5 395 672.21
Accommodation - International	11	102 155.77
Accommodation - Regional	3	156 185.64
Accommodation - Domestic	67308	322 010 211.82
Bus/Coach Bookings	845	6 057 875.60
Train Bookings - International	0	0
Visa Assistance (Provision of documents and advice)	22	111 199.00

Service Category	Number of Transactions per annum for period	Estimated Expenditure per Annum
	2019/2020	2019/2020 R
Courier services for travel documentation	0	0
SMS notifications	30	77.49
Parking bookings	0	0
Cancellations	0	0
Changes to bookings	5761	628 575.35
After Hours services	3510	1 258 888.56
Additional Ad-hoc Reports (per report)	0	0
Customised Reports (per report)	0	0
Travel Lodge card reconciliation	0	0
Debtors account reconciliation	168	336 000.00
Conferencing		1 038 770.15
Insurance		62 489.00
Other (Specify)		
GRAND TOTAL	104090	R403 309 802.99

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

6. Operational and Functional Requirements of the System

6.1 Generic System and other Requirements

6.1.1 Functional and Operational The system must be web-based

6.1.2 The system must be supported by both iOS and Android platforms.

6.1.3 The system must interface in real-time with popular third party booking systems for example Galileo and Kulula.com.

6.1.4 The system must comply with all adopted security standards and policies including Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.

6.1.5 The system must interface the Basic Accounting System (BAS) and be customised to interface to BAS.

6.1.6 The system must at all times comply with all existing public financial prescripts.

6.1.7 The system must be user friendly and promote usability through the provision of user guides and online help.

6.1.8 At a minimum, the system must allow for the electronic booking of domestic – flights, international – flights, road transport and accommodation.

6.1.9 Predefined users must be set up to book and authorize travel transactions. The system must enforce clear segregation of duties. The system must also show the level of authorised users e.g. User and Super User.

6.1.10 The system must deliver travel documentation electronically to both the travel booker and traveler by way of E-Mail and SMS.

6.1.11 The system must make provision for the payment of flights, road transport and accommodation, at a minimum, through Electronic Funds Transfer, Debit and Credit card and direct payment.

6.1.12 The system must provide for request and pre-authorisation by allowing Departments/entities to complete travel requests, coupled with real-time quotes, in a secure environment, with authorisation that allows authorisers to approve travel in a customizable fashion, according to approval mandates.

6.1.13 The system must be customised to process group and conference bookings.

The Online Booking System must implement the Department's/entity's current approved policies (including airlines, road transport and accommodation) and enable the departmental officials to perform self-service functions.

6.2 Booking Process

The TMC will be required to:

6.2.1 Provide the necessary on-line travel booking services and support;

6.2.2 Negotiate favourable rates for the Departments/entities with air, road transport and accommodation service providers and implement them;

- 6.2.3 Ensure an employee is always accessible in the event of an emergency and/or weekends and/or public holidays;
- 6.2.4 Obtain any reimbursement which may be due, on account of cancelled or reissued reservations and / or tickets, unless otherwise stated;
- 6.2.5 Notify Departments/entities of air tickets for revalidation and / or re-issue;
- 6.2.6 Ensure booking confirmations and payments are as required by vendors;
- 6.2.7 Ensure prompt investigation of any complaints;
- 6.2.8 The online system will be required to provide real time quotations for domestic and international travel arrangements from all airlines, vehicle hire companies and a range of properties for accommodation and conferences. An e-ticket or confirmation and detailed itineraries, showing the accurate status of the airline, road transport and accommodation reservations on all segments of the journey must be provided.
- 6.2.9 Create a temporary reservation with the supplier/s showing the time frame of the temporary reservation and the expiry date of the temporary reservation and a requisition subject to approval based on:
 - Travel policy compliance;
 - Declined / missed savings, based on selection made;
 - Detailed costings against responsibilities (cost centers).
 - There must be an auto cancellation of temporary reservations

6.3 Navigation

- 6.3.1 Search for availability and lowest fares (air, road travel and accommodation) across multiple suppliers (offering both preferred and public rates).
- 6.3.2 At the time of flight selection, provide the travel booker with details of the flight fare rules e.g. cancellations, changes and minimum stay.
- 6.3.3 Select the desired real-time quotes for flight, road transport, accommodation, parking reservations that satisfy the request.
- 6.3.4 Submit the request with selected quotes for approval.
- 6.3.5 Comparing between suppliers to obtain the cheapest flight cost.
- 6.3.6 Offers as per the above must be displayed on a single screen, with sortable columns and filters or arranged in price order from the cheapest to the most expensive to allow travel bookers to choose the best option. The various travel rates must be compared before confirming a booking as the principles of competitiveness and cost effectiveness must always be maintained.

- 6.3.7 Select trips based on availability, travel policy, times and price.
- 6.3.8 The TMC shall indicate any special features, programmes, or services that would be beneficial to the Department/Entity and its travellers.

6.4 Workflow Approval

- 6.4.1 Workflow approval platform to be set up in accordance with the requirement of the department/entity.
- 6.4.2 Approval workflow rules to approve requisitions:
- 6.4.3 All essential information provided to the authoriser via email and sms;
- 6.4.4 Approval flows and mandates to be agreed and loaded into the system. Perform all travel arrangements in terms of the rules provided by Departments/Entities and ensure that all bookings are only processed against travel orders as authorized by the Departments/entities;
- 6.4.5 All prescribed approvals as required of the system must be received prior to the issue of any confirmation, ticket or voucher, before departure;
- 6.4.6 Approval to be authorised via SMS, email and online system;
- 6.4.7 Once all approvals have taken place, a unique order number/trip reference number must be generated;
- 6.4.8 Total costs of the specific trip must be catered to accommodate all categories of the trip.
- 6.4.9 Electronic vouchers must be supplied via email and the link must be sent via sms;
- 6.4.10 For every request approved on the system, appropriate itineraries (booking confirmation) must be generated. Printed itineraries showing complete information on status of reservations on all carriers, road transport and accommodation must be provided. The traveller must be made aware of fare restrictions, post ticketing.

6.5 Transfers / Ticket Changes

6.5.1 Pre-ticket changes

- Ability to make multiple changes to travel requirements prior to the approval of the order and a full audit trail must be maintained of all changes made with relevant notifications to the traveller, informing him/her of the change.

6.5.2 Post ticketing changes

- TMCs must detail ticket change limitations where online post ticketing changes are made. TMCs must provide detailed cost implications on different classes of bookings and costs for changes tickets / bookings after issue;
- If open tickets are unused 3 months prior to expiry, refunds must be applied for by the successful TMC. Departments/entities must be provided with assistance to ensure limited loss as a result of post ticketing changes; and
- The system must support online cancellations.

6.5.3 Unused Tickets and Refunds

- The TMC shall notify the relevant department monthly of unused air tickets and refunds for returned airline tickets for official travel.

6.6 Accommodation

6.6.1 Direct integration into B&B's or an appropriate B&B inventory system

- Access to content (pictures and descriptions of amenities);
- Pre-negotiated prices must be displayed to the user;
- Real time rates must be displayed to the user.

6.6.2 Direct integration system into capable accommodation groups.

6.6.3 The TMC shall ensure that sufficient accommodation is available on the system to accommodate officials travelling from the Departments/entities

6.6.4 The voucher / confirmation must clearly state the all-inclusive rate. (Accommodation, meals, parking etc.)

6.6.5 Any additional request/s must be approved as per the system / service level agreement.

6.6.6 The TMC must obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction/circular of the National Treasury and Provincial Treasury respectively.

6.6.7 The TMC must 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.

6.6.8 This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or bed and breakfast) in accordance with applicable prescript.

- 6.6.9 Officials may only stay at accommodation establishments with which the TMC on behalf of Treasury 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.
- 6.6.10 The TMC should during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment applicable prescript.
- 6.6.11 Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees.

6.7 Road Transport / Car Rental and Shuttle Services

- 6.7.1 Direct integration into car hire companies (as specified by applicable prescript)
- 6.7.2 The TMC must ensure that the policy with regards to car hire in line with applicable prescripts is loaded onto the system.
- 6.7.3 The TMC will book the approved category vehicle in accordance with applicable prescript with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- 6.7.4 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 6.7.5 The TMC should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- 6.7.6 For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers
- 6.7.7 The TMC will book transfers in line with applicable prescript with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 6.7.8 The TMC should manage shuttle companies on behalf of Treasury and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- 6.7.9 The TMC should during their report period provide proof that negotiated rates were booked, where applicable.

6.8 Air

- 6.8.1 Direct integration into low cost airlines (as specified by applicable prescripts).
- 6.8.2 The system must be able to book full service carriers as well as low cost carriers.
- 6.8.3 Airline tickets should be delivered electronically (SMS and/ or email format) to the traveller(s) promptly after booking before the departure times.
- 6.8.4 The TMC will book the most cost effective airfares possible for domestic travel.
- 6.8.5 For international flights, the airline which provides the most cost effective and practical routings may be used.
- 6.8.6 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveller.
- 6.8.7 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable)
- 6.8.8 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.
- 6.8.9 The TMC should during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- 6.8.10 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 6.8.11 Assist with lounge access if and when required.

6.9 Reporting

- 6.9.1 A comprehensive library of reports (transaction and behaviour based) to be made readily available on the system.
- 6.9.2 Upon request from a department/entity, provide detailed reporting on the services provided, discounts, and benefits received
- 6.9.3 Real-time reporting and reconciliation of travel spend must be offered. The reports will be utilised to proactively advise management and assist in the reduction of travel expenditure.

- 6.9.4 TMCs must detail the online (real-time) reports that will be provided;
- 6.9.5 Reports must be accurate and be provided as per Treasury'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).
- 6.9.6 Treasury may request the TMC to provide additional management reports.
- 6.9.7 Reports must be available in an electronic format for example Microsoft Excel.
- 6.9.8 Comprehensive reports (standard and dynamic) must be updated daily and be available on-line to managers;
- 6.9.9 Availability of statistics for reporting.
- 6.9.10 The TMC shall provide the Department with management information reports consisting of the following, as a minimum;
- A concise quarterly narrative of the TMC's activities, which shall be submitted to the Department and Treasury within ten (10) working days after the end of the quarter. This report should identify problems, if any, and recommend solutions. Suggestions to enhance the service should also be included.
 - A quarterly summary (including year to date cumulative figures) of travel activity data and related services, which shall be submitted to the relevant Department and Treasury within ten (10) working days of the end of the quarter. This summary shall include all official travel activities with each airline based on value of the tickets. This report should also show a detailed analysis of the number of trips, most frequent city-pairs, carriers used and savings achieved from the carrier's lowest fare available as well as missed/declined savings due to non-acceptance of the lowest offer.
 - The following monthly reports must be offered and made available to the Chief Financial Officer of each Department and to Treasury:
 - Declined/no shows/missed saving opportunities;
 - Advanced bookings and last-minute bookings;
 - Bookings outside Travel Policy;
 - Refunds and open tickets;
 - Bank payments made and outstanding monies due to the service provider;
 - Reconciled reports for Travel Lodge card statement;
 - Quarterly system audit trail reports; and

- Monthly reports on social progress in terms acceleration of economic transformation responsibility as per implementation plan targets must be submitted to Provincial Treasury;
- The tool must allow for full reporting and auditing capability.
- 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.
- The TMC should be able to provide a consolidated report for a specific trip including all segments of that specific trip.

6.10 Fulfilment

6.10.1 Electronic Fulfilment:

- Air – tickets must be issued via the system;
- Road transport and accommodation vouchers issued via the system according to the payment terms and voucher rules / policy;
- A service centre must render a quality service in line with the agreed upon terms of the SLA. The TMC must ensure that the online system is adequately protected in the event of a disaster. There should be disaster recovery services for all online bookings.
- Ensure timely notification to travelers of airport closing, cancellations or delays in flights, where possible.

6.10.2 Manual Fulfilment – By the successful TMC:

- All trips initiated outside of the online booking system must be uploaded into the system by the Booking Department;
- The captured booking must follow the same approval and business rules as captured in the approved booking procedure which the online system adheres to;
- Data from all bookings and related system activities must be maintained so that reports can be drawn via the reporting tool.
- The TMC shall keep abreast of and provide an information service to the relevant Department/entity with regard to airport closings, carrier schedule changes, as well as all other alterations, safety conditions which may affect travel and new conditions affecting travel and assist travel bookers to make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveler’s official trip if possible.

When necessary, e-tickets and billings shall be modified or issued to reflect these changes;

6.11 Training

- 6.11.1 Adequate training of travel bookers/approvers/ super users on the use of the system as well as system support and related training manuals.
- 6.11.2 Travel bookers, super approvers and super-users must be trained during implementation. The service provider must provide a trainer/facilitator per session required. A typical session should consist of an eight hour session, including training on all streams of workflow processes. It is estimated that there are one hundred and eighty five (185) approvers and about one thousand seven hundred and seventy one (1771) bookers for those departments/entities that are participating in the current contract, and therefore the service provider must provide an adequate number of facilitators to ensure that training is rolled out within the implementation period.
- 6.11.3 Departments/entities will provide training venues as well as a schedule of training sessions required.

6.12 Billing Process

- 6.12.1 Provide a transparent inclusive service fee structure.
- 6.12.2 Reconcile invoices and supporting documentation with bank statement and approved orders.
- 6.12.3 Payment and streamlining of reconciliation process
- 6.12.4 All fees to be charged must be included in the bid document.
- 6.12.5 Air transactions to be settled prior to ticketing via a lodge card. There must be a system generated invoice.
- 6.12.6 System service fees charged to the lodge card at the time of order creation must be supported by a system generated invoice.
- 6.12.7 Direct settlement to suppliers, reconciliation of payments against card statement based on supporting documentation (receipts, invoices from vendors, etc.) and submission to the relevant Department/entity, to streamline the reconciliation process.
- 6.12.8 The system must be able to manage different forms of payment for flights, road transport and accommodation. The system must reflect the limit still available on the lodge card.

6.13 Data Security

- 6.13.1 System resilience: The system must be able to recover in the event of a power outage. Bookings that are currently being done need to be rolled back.
- 6.13.2 The system must comply with all adopted security standards and policies including Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.

6.14 Further Requirements of the Electronic Solution

- 6.14.1 The TMC should provide After Hours and Emergency Services
- 6.14.2 The TMC should provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 6.14.3 A dedicated consultant/s should be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- 6.14.4 After hours' service should be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays
- 6.14.5 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.
- 6.14.6 The TMC should have a standard operating procedure for managing after hours and emergency services. This should include purchase order generation of the request within 24 hours.
- 6.14.7 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 6.14.8 Ensure that the Department's/entity's Travel Policy is enforced.
- 6.14.9 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 6.14.10 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

7. Communication

- 7.1 Traveller itinerary emails must be sent to the travel booker and traveller;
- 7.2 SMS alerts to travellers;
- 7.3 The system must accurately advise the traveller of e-ticketing deadlines and other

relevant information every time reservations are made, in order to avoid cancellations of bookings.

7.4 The TMC should ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, TMC in one smooth continuous workflow.

8. Account Management

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

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

SECTION C

9. Contract Execution Capacity

It is incumbent upon the bidder in their technical proposals to adequately demonstrate contract execution capacity in the following areas: **Financial Viability of Entity, Competency and Expertise Requirements/Team Composition**

9.1 Financial Viability

9.1.1 To confirm that Tenderers are financially viable and have the financial capability to

provide the services for which they are tendering and to otherwise meet their obligations under the Proposed Contract, the TMC is required to provide the following:

- The most recent final approved Annual Financial Statements for the last two financial years (signed by the Auditor / Accountant);
- Evidence of credit/overdraft facility available
- A Tenderer’s financial viability declaration confirmation, signed by a duly authorised official of the entity.

9.1.2 The declaration should attest to the financial position and financial strength of the business and specific issues that could impact on operations over the course of the proposed contract. The declaration should also address legal risks and any unmitigated risk exposures.

9.1.3 The signed declaration should affirm that the tenderer:

- Has sufficient financial resources to deliver the goods or services described in the tender request documentation (including fulfilling any guarantees or warranty claims);
- Is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial viability of the tenderer or the delivery of the services; and

9.2 Capacity/ Resources

9.2.1. A dedicated, local travel development team must be employed to constantly enhance the system to meet the changing needs of the market.

9.2.2 The TMC will provide the following under mentioned resources: A comprehensive curriculum vitae and certified copies of qualifications must be provided.

Resources required for Online Travel Solutions

Job Title	Qualification	Knowledge and Experience
Account Manager	The Account Manager is required to have a bachelor’s degree/National Diploma in Sales, Business	Three (3) years’ or more experience in client relationship and accounts management in travel or hospitality

	Management, Communications, Marketing, and Customer Relationship Management, Business Administration or any other related field.	industry. Experience working in a customer Service orientated environment, sales or marketing. Experience in solution development for the identified improvement areas, coordinating involvement of any relevant business personnel and addressing consumer concerns etc.
Project Manager	Degree/Diploma in Project Management or Any Degree/Diploma with formal certificate in Project Management	Three (3) years' experience in leading cross discipline team members to make sure that all parties are on track with project requirements, deadlines, and schedules budget, timelines .Experience in identification and resolution of problems, facilitating change requests, budget requests and impact analysis, monitoring and reporting.
Systems Administrator	Bachelor degree/National Diploma in Computer Sciences or Information Systems.	Five (5) years' experience in installing, supporting, and maintaining servers or other financial and travel systems, and planning for and responding to service outages and other problems.
Systems Developer	Bachelor degree/National Diploma in Computer Sciences or Information Systems.	Five (5) years' experience in addressing the client's requirements and the proposed solution writing documentation and operating manuals. Testing and modifying systems to ensure that they operate reliably.

		Fault finding, diagnosing and fixing bugs. Experience in delivering interface on financial systems.
Finance Manager	Bachelor degree/National Diploma in Accounting/ Commerce/ Finance	Must have minimum 5 years' relevant experience in debtors/ creditors/ payments/ reconciliations of transactions/ bill back accounts/ prepayment/ invoicing/ credit card reconciliation / Account management
Travel Consultants (a minimum of 3 CVs to be submitted)	Degree/National diploma in hospitality, tourism, business or relevant field	Three 3+ years of experience in the travel or hospitality industry Experience in International and Domestic reservation and Travel, Fares and Ticketing, and other travel requirements, Customer Service. Knowledge of online travel platforms. Sound geographical knowledge of the South Africa. Strong administration skills
Administrative Staff (Back Office) (Maximum of 2 CVs per firm) Debtors/ creditors/Finance personnel	Financial Management Diploma	1 – 3 Years Finance experience

9.3 TMC Experience

The following should be submitted:

- 9.3.1 A company profile must be submitted including history, group structure, operations, logistics, and related companies and services.
- 9.3.2 Evidence of track record in providing similar services (travel management services).
The appropriate company must have the following experience which must be included in the company profile:
- 5 years' or more experience in all spheres (accommodation, road transport, air travel, foreign and domestic travel) of the travel management industry
 - 3 years' in online travel management solutions including development, customisation and interfacing of systems
 - The TMC should demonstrate relevant experience in management, development/customisation, interfacing of systems and performing financial reconciliations
- 9.3.3 A minimum of 3 contactable references must be provided from clients detailing the actual work completed relating to the online management of travel services. The letter must include the Company name, contactable references and contact numbers, duration of the contract and value of the contract.
- 9.3.4 The TMC shall have demonstrable expertise in the roll out of an online travel booking system. As part of the bid evaluation, a site must be made available to assess a live application of the system offered.
- 9.3.5 The TMC must provide the management organogram showing how the TMC is structured to provide travel management services.

9.4 Technical Approach

- 9.4.1 The TMC should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether the proposed process meets the requirements.
- 9.4.2 TMCs must at a minimum, cover the under-mentioned in their technical approach and return Annexure B as part of their submission. This will be utilized in the evaluation process.
- 9.4.3 The TMC should outline a detailed implementation plan showing the management of the relevant work flows and the ability to execute the work and within what time frames. A detailed schedule of activities must be included.

9.5 Accreditation

The TMC must ensure full compliance in respect of the following industry requirements:

7.5.1 Fully accredited member of International Air Transport Association (IATA);

7.5.2 Fully accredited member of Association of South African Travel Agencies (ASATA).

Certified copies of the above certificates must be submitted together with your response to this bid.

10. Costs to be borne by TMCs

All costs and expenses incurred by the TMCs in any way associated with the development, preparation and submission of responses and the provision of any additional information required for evaluation purposes, will be borne entirely and exclusively by the TMC.

11. Compulsory Briefing Session

There will be a virtual briefing session as indicated in Paragraph 12 for all prospective TMCs but is not compulsory to attend.

12. Briefing Session

A virtual non-compulsory briefing and clarification session will be held to clarify to bidder(s) the scope and extent of work to be executed. The department reserves the right to answer questions at the briefing session or to respond formally after the briefing session. Bidders are encouraged to prepare questions for the briefing session. An opportunity will be available to ask further questions after the compulsory briefing session. These questions must be sent to the contact person noted in paragraph 16.10.

13. Responsibility of the Department

The Department shall be responsible for providing BAS and PERSAL (if agreed to) access and security access as required by the TMC.

14. Reporting Requirements

The TMC will report directly to the Chief Financial Officer or to the delegated representative of the departments as and when required. Qualitative management of the service / performance must be overseen by the TMC and in line with the agreed upon SLA.

15. Payment Terms

- 15.1 Payment will be made in terms of a lodge card. The TMC will utilise the lodge card for payment for services approved in terms of the on-line system. The possibility of fraud must be minimized. TMCs must detail the process that will be applied for transactions on the lodge card.
- 15.2 An electronic spreadsheet detailing all transactions reflected on the lodge card bank statement must be submitted to the bank within 12 days of receipt of the bank statement from the Department so that the bank can compile a detailed monthly statement.
- 15.3 Valid tax invoices and supporting documentation from accommodation vendors must be reconciled with the bank statement and provided to the Department within 14 days of receipt of the statement from the Department.
- 15.4 All tax invoices must reflect an order number which must match the order approved on the system; (any invoice without the order number will not be honoured, unless otherwise authorised or special arrangements made and approved).

SECTION D

16. Special Conditions of This Bid

16.1 Legislative Framework

This bid and all contracts emanating there from will be subject to the General Conditions of contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

16.2 Acceptable bids

- 16.2.1 Bidders are required to submit acceptable bids (any bids which, in all respects, complies with the specifications and conditions of bids as set out in the tender document) by completing all the prices, mandatory response fields, item

questionnaires.

16.2.2 Bidders must ensure their bids are acceptable as it is compulsory to complete and sign all relevant standard bidding documents (SBD) and submit the Functionality requirements and Pricing. Bidders should not use corrective fluid on any documents submitted.

16.2.3 Non-compliance with this condition will invalidate the bid for the item(s) concerned.

16.3 Applicable taxes

All bid prices must be inclusive of VAT and all applicable taxes.

16.4 Submission of bids and timeframes

16.4.1 Bids by prospective TMCs must be handed in/delivered to:

The Bid Box, located on the ground floor at Treasury House Attention: Provincial Supply Chain Management – Supply Chain Management

KZN Provincial Treasury
145 Chief Albert Luthuli Street
Pietermaritzburg
3201

The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid	23 May 2021
Virtual Briefing and clarification session	08 June 2021
Bid closing date	23 June 2021

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

16.4.2 Any time or date in this bid is subject to change at Treasury's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Treasury 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.

16.5 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.

16.6 Counter conditions

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

16.7 Fronting

16.7.1 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 Province condemns any form of fronting.

16.7.2 The Province, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary queries/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 Treasury may have against the Bidder / contractor concerned.

16.8 Supplier due diligence

The Provincial Treasury 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.

16.9 Acceleration of Economic Transformation

To accelerate economic transformation bidders are required to demonstrate that they have empowerment initiatives that will ensure that the utilization of Black owned suppliers who are providing accommodation services are significantly increased.

The achievement of the targets will be monitored and managed through the Service Level Agreement.

As part of social empowerment objectives, Provincial Treasury requires a comprehensive approach, methodology and implementation plan on how the TMC will ensure the utilisation of Black owned suppliers who are providing accommodation services are significantly increased. TMCs are required to provide details on initiatives, activities, targets and milestones. The plan is to be submitted together with the bid document.

16.10 Contacts

16.10.1 A nominated official of the bidder(s) can make enquiries in writing, to the following contact person:

Technical Enquiries : Ms Hayley Naidoo
Landline : 033 8974217
Email : onlinetravel@kzntreasury.gov.za

SCM Enquiries : Ms Nomzamo Kubheka
Landline : 033 8974407
Email : onlinetravel@kzntreasury.gov.za

16.10.2 Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

- 16.10.3 The delegated office of Treasury may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 16.10.4 Any communication to an official or a person acting in an advisory capacity for Treasury in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 16.10.5 All communication between the Bidder(s) and Treasury must be done in writing.
- 16.10.6 Whilst all due care has been taken in connection with the preparation of this bid, Treasury 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. Treasury, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 16.10.7 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 Treasury (other than minor clerical matters), the Bidder(s) must promptly notify Treasury in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Treasury an opportunity to consider what corrective action is necessary (if any).
- 16.10.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Treasury will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 16.10.9 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.

17. Contract period

- 17.1 The contract period shall be thirty six (36) months commencing on the date of signature of a Service Level Agreement.

17.2 TMCs must specify the period required for setting up the system. The maximum time that is permitted for set up of the system is limited to 4 weeks from the date of signature of the Service Level Agreement.

18. Post award participation

18.1 The abovementioned provision for post award participation will only apply during the first twelve months of the contract period. No application after this period will be considered.

18.2 Irrespective of the date of the post award participation, the contract duration for all new participants shall not exceed the contract duration of this contract.

19. Award conditions

19.1 Provincial Treasury reserves the right not to appoint any TMC in terms of this bid.

19.2 Treasury reserves the right:

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

19.2.2 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

19.2.3 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

19.2.4 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

19.2.5 Provincial Treasury reserves the right to use the services of DIRCO where officials/delegations are required to undertake international travel.

20. Legislative and regulatory requirements specific to this bid

Bidders are required to adhere to the following legislative and regulatory requirements. Non-compliance with these conditions may invalidate the bid for such products:

20.1 Tax Legislation

20.1.1 Bidder(s) must be compliant when submitting their bids and remain compliant 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).

20.1.2 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.

20.1.3 Bidders are required to be registered on the Central Supplier Database (CSD). The CSD and the tax compliance status PIN shall be used to verify the tax compliance status of the bidder. Bidder may submit a Tax Clearance Certificate. The authenticity of the submitted Tax Clearance Certificate shall be verified on the online SARS e-filing system.

20.2 Procurement Legislation

➤ The detailed evaluation methodology of this bid is premised on the:

20.2.1 Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999);

20.2.2 Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Preferential Procurement Policy Framework Act 2017;

20.2.3 Travel Management Framework 2017, Kwa-Zulu Natal SCM Policy Framework; and

20.2.4 Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

20.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services such as Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.

21. Pricing structure

21.1 Treasury may require a breakdown of rates on any of the items priced and TMCs are to provide same without any additional cost.

21.2 Departments or Public Entities may decide at any time over the contract period, to participate in the contract, on the approval of the accounting officer. It is at the discretion of the Department/entity whether they participate or not. All prices are to be stipulated inclusive of value added tax.

21.3 Service Providers must follow the specific pricing schedule structure.

21.4 Service Providers need to reflect what their monthly support costs / service fee costs entail.

21.5 The price quoted must be inclusive of the following:

- System set up (BAS interface, system customization, Go Live).
- System implementation (project management and roll out per department. The cost must include 2 training sessions (inclusive of training material) to cater for at least 100 people per session. The departments/entities will arrange their own training venue.
- Once off fee per department.
- Departmental Travel policy set up SCM process flow.
- Loading traveler profiles and cost centres / set up responsibilities.

22. Contract price adjustments

22.1 Unless prior approval has been obtained from Treasury, no adjustment in contract prices will be made.

22.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

22.3 CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

22.4 Bidders are referred to 16.6 of the Special Conditions regarding Counter Conditions.

23. Termination of Contract

The KZN Provincial Treasury reserves the right to terminate Service Level Agreements concluded with TMCs for inconsistent delivery of substandard service, dysfunctional and unreliable management systems, lack of proper support and non-delivery.

24. Service Standards

24.1 The TMC shall provide the required services as per the agreed upon SLA which will be signed on award of this contract inclusive of roles of personnel involved.

24.2 The TMC shall meet quarterly with the Department/entity to discuss issues of mutual concern based on the terms of the SLA, to review the TMC's performance and to discuss improvements which the TMC or the Department/entity should make in order to achieve more effective travel management and greater savings. During the above meetings the TMC shall also discuss travel updates and other travel matters with the Department/entity.

24.3 The TMC shall immediately make the Department/entity aware of major industry changes, which may have a broad impact on its travel policy or procedures.

25. Misrepresentation during the Lifecycle of the Contract

25.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Treasury relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

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

26. Preparation Costs

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

27. Indemnity

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

28. Precedence

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

29. Limitation of Liability

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

30. Tax Compliance

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

proves non-compliant. Treasury further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

31. Tender Defaulters and Restricted Suppliers

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

32. Governing Law

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

33. Responsibility for Sub-Contractors and Bidder's Personnel

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

34. Confidentiality

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Treasury'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 Treasury remain proprietary to Treasury and

must be promptly returned to Treasury 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 Treasury’s written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

35. Evaluation Criteria

35.1 The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Pre-Qualification Criteria	Administrative Compliance	Functionality Requirement	Price and Preference	Contract Negotiation
Assessment of Pre-Qualification Criteria in terms of Paragraph 35.2	Compliance with Mandatory and other Bid Requirements	Bidders will be assessed to verify capacity to execute the contract. Bidders will	Bids will be evaluated using the 90/10 or 80/20 preference	Bids will be negotiated for best offers in order to achieve value for money

		be expected to provide a presentation.	points system	
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Table 1: Phases for Evaluation

35.2 Phase 1 – Prequalification Criteria

35.2.1 In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the KZN Provincial Treasury intends to apply pre-qualification criteria for this bid. Only TMCs who qualify in terms of the criteria below will be evaluated further in terms of functional requirements as well as the 90/10 or 80/20 preference points systems.

35.2.2 Only bidders who meet the below criteria may respond to the bid for the provision of an online travel management system:

- TMCs who are Level 1 status level contributors to B-BBEE and/ or EME or QSE

35.2.3 Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates issued by a verification agencies accredited by SANAS or certified copies thereof or sworn affidavit confirming that their annual total revenue and level of black ownership together with their tender, to substantiate that they meet the above criteria

35.2.4 Bidders who fail to comply with the pre-qualification criteria and fail to submit documentary proof of the pre-qualification criteria will be disqualified from further evaluation.

35.2.5 A trust consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

35.3 Phase 2 – Administrative Compliance

During this phase of evaluation bidders’ TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bids. The following documents must be submitted for administrative compliance purposes - ;

MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration	The Travel and Accommodation Management Company must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Valid IATA Accreditation	Provision of certified membership accreditation certificate
Valid ASATA Accreditation	Provision of certified membership accreditation certificate
Declaration of Interest – SBD 4	Completed and signed
Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8	Completed and signed
Certificate of Independent Bid Determination – SBD 9	Completed and signed
Price Page (SBD 3)	Price must be in words and figures

NOTE: Bidders who passed pre-qualification criteria and who are administratively responsive shall be evaluated for functionality (Phase 3). Also note that as part of the Technical Evaluation, there would be a demonstration/presentation. Refer to Annexure B for criteria that will be evaluated.

35.4 Phase 3 – Functionality Requirements

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

No	Evaluation Criteria	Guidelines	Maximum Points
1	<p>Understanding of assignment (3 points), Technical Evaluation (10 points); Execution Plan (5 points) and Schedule of Project activities (5 points)</p>	<p>The TMC should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether the proposed process meets the requirements. TMCs must return completed Annexure B as part of their submission. This will be utilized in the evaluation process. The TMC should outline a detailed implementation plan showing the management of the relevant work flows and the ability to execute the work and within what time frames. A detailed schedule of activities and timeframes must be included.</p>	23
2	<p>Online Demonstration</p>	<p>Bidders should do an online presentation/demonstration. Screen shots are discouraged.</p>	10

3	<p>Experience of Company in travel industry/ in execution & management of projects of a similar nature and references</p>	<p>The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the travel industry and the number of years of experience in the online travel industry. Including history, group structure, operations, logistics and related companies and services and experience in the travel industry</p> <p>3 detailed references from clients detailing the actual work completed relating to on-line management of travel services. The letters must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.</p>	29
4	<p>Financial Viability</p>	<p>Financial Viability to be proven by supplying the most recent final approved Annual Financial Statements for the last two financial years (signed by the Auditor / Accountant); Evidence of credit/overdraft facility available and the tenderer's financial viability declaration confirmation, signed by a duly authorized official of the entity.</p>	5

5	Key Qualifications Experience Experts and	Expertise, experience / qualifications of support personnel to be assigned to the contract. Key experts required are Accounts Manager/ Project Manager/ System Administrator/ Systems Developer/ Travel Consultants/ Back Office Staff and Finance manager.	33
Overall Score Total			100

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 4 of the evaluation of the bid (Price and preference).

35.6 Phase 4 – Price and Preference Evaluation

35.6.1 The provincial treasury reserves the right to negotiate up to a ceiling price for services supplied in terms of this bid.

35.6.2 In terms of Regulations 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system.

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

80/20

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

or

90/10

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

35.6.4 A maximum of 10 or 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

35.6.5 Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.

35.6.6 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.

35.6.7 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points at the participant's level.

35.7 Phase 5: Contract Negotiations

35.7.1 Regulations 6 and 7 of the PPPFA Regulations, 2017 provide for the negotiation of contracts in order to obtain market related pricing.

35.7.2 Treasury reserves the right to negotiate with the shortlisted bidders prior or post award based on market conditions.

35.7.3 Treasury reserves the right not to make an award to any TMC whose price is not market related.

36. Financial Proposal

36.1 Pricing

- 36.1.1 Treasury may require a breakdown of rates on any of the items priced and TMCs are to provide same without any additional cost.
- 36.1.2 Departments or Public Entities may decide at any time over the contract period, to participate in the contract, on the approval of the accounting officer. It is at the discretion of the Department whether they participate or not. All prices are to be stipulated inclusive of value added tax.
- 36.1.3 Service Providers must follow a specific pricing schedule structure.
- 36.1.4 Service Providers need to reflect what their monthly support costs / service fee costs entail.
- 36.1.5 Under operational costs, service providers need to reflect their disaster recovery/contingency system.
- 36.1.6 The following must be included in the price:
 - 36.1.6.1 System set up (BAS interface, system customization, Go Live).
 - 36.1.6.2 System implementation (project management and roll out per department).
 - 36.1.6.3 Two (2) training sessions (inclusive of training material) to cater for at least 100 people per session. The departments/entities will arrange their own training venue. Once off fee per department.
 - 36.1.6.4 Process flow setup in line with the Departmental Travel policy.
 - 36.1.6.5 Loading of traveler profiles and cost centers / set up responsibilities.

36.2 Currency and VAT

- 36.2.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 36.2.2 The Pricing Schedule template is designed such that VAT (15% VAT) will be calculated on Bidders' input pricing; therefore Bidders must complete the templates with unit prices excluding VAT."

36.3 Pricing schedule submission

- 36.3.1 Bidders to only use the electronic supplied pricing schedule. Sample supplied in the next section.
- 36.3.2 Bidders to submit a printed filled and signed pricing schedule.
- 36.3.3 Bidders when filling the electronic pricing schedule should adhere to the following instructions:
 - 36.3.2.1 Bidders to only fill green section.
 - 36.3.2.2 Bidders to only print and submit along with the bid: Cover Sheet; Transaction Fee Off-Site; Management Fee Off-Site; and filled and signed price declaration.
 - 36.3.2.3 Bidders not to tamper with the orange accent columns.



PRICING SUBMISSION

BID NO: <TENDERING INSTITUTION'S RFP /BID NO TO BE FILLED IN HERE>

BID NAME: THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

BIDDER NAME <NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

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

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

- 2.1.1 Bidders to use only the electronic supplied pricing schedule.
- 2.1.2 Bidders must complete and submit the templates attached ,which is/are [management fee model offsite](#), [transactional fee model offsite](#) and [the pricing declaration](#)
- 2.1.3 Bidders must reference BID main document section 5.2 for current travel volumes.

2.2 Input spreadsheets

- 2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook
- 2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

- 2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.3 The Pricing Schedule template is designed such that VAT (15% VAT) will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.



TEMPLATE 1: TRANSACTION FEE MODEL
OFF-SITE SERVICES

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

1.1 TRANSACTION FEES

			ONLINE BOOKINGS		
ITEM	Transaction Type	Estimated Volume 2019/2020	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	522		R -	R -
2	Air Travel – Regional	15		R -	R -
3	Air Travel – Domestic	16888		R -	R -
4	Air Travel – International (Re-issue)			R -	R -
5	Air Travel – Regional (Re-issue)			R -	R -
6	Air Travel – Domestic (Re-issue)			R -	R -
7	Refunds – Air Domestic	324		R -	R -
8	Refunds – Air Regional	2		R -	R -
9	Refunds – Air International	18		R -	R -
10	Car Rental – Domestic	4010		R -	R -
11	Car Rental – Regional	3		R -	R -
12	Car Rental – International			R -	R -
13	Transfers/Shuttle – Domestic	4635		R -	R -
14	Transfers/Shuttle – Regional	5		R -	R -
15	Transfers/Shuttle – International	10		R -	R -
16	Accommodation – Domestic	67308		R -	R -
17	Accommodation – Regional	3		R -	R -
18	Accommodation – International	11		R -	R -
19	Bus/Coach Bookings	845		R -	R -
20	Train bookings – International			R -	R -
21	Visa Assistance (Provision of documents and advice)	22		R -	R -
22	Courier services for travel documentation			R -	R -
23	SMS Notifications	30		R -	R -
24	Parking bookings			R -	R -
25	Cancellations			R -	R -
26	Changes to bookings	5761		R -	R -
27	After Hours Services	3510		R -	R -
28	Additional Ad-hoc Reports (per report)			R -	R -
29	Customised Reports (per report)			R -	R -
30	Travel Lodge card Reconciliation			R -	R -
31	Debtors Account Reconciliation	168		R -	R -
32	Other (Specify)			R -	R -
33	Other (Specify)			R -	R -
34	Other (Specify)			R -	R -
35	Other (Specify)			R -	R -
36	Other (Specify)			R -	R -
37	Other (Specify)			R -	R -
	Total	104090			R -
			Percentage Online	100.00%	R -
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R	-

1.2 CONFERENCE TRANSACTION FEE

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



**TEMPLATE 2: MANAGEMENT FEE MODEL
 OFF-SITE SERVICES**

BID NO: <TENDERING INSTITUTION'S BID NO TO BE FILLED IN HERE>

BID NAME: THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A
 PERIOD OF 36 MONTHS

BIDDER NAME <NAME OF BIDDER TO BE FILLED IN HERE>

ESTIMATED TRANSACTION VOLUMES PER ANNUM *
See Section 5.2 of the bid document

1.1 MANAGEMENT FEES

		ONLINE BOOKINGS	
		Annual Cost (Excl VAT)	
ITEM	Transaction Type	Estimated #	
Fixed Costs (Management Fees)		Estimated #	
1	Compensation		
	Account Manager		
	Travel Consultants		
	Administrative Staff		
	Finance Manager		
	Systems Administrator		
	Systems Developer		
	Project Manager		
2	Standard Monthly Reports (3 Std Reports x 12 months)		
3	Standard Weekly Reports (3 Weekly Report x 52 weeks)		
4	* Communication (SMS, Email alerts, Industry updates)		
5	Marketing		
6	Technology (Software Licences)		
7	Computing / GDS Fees		
8	Office Leasing (if applicable)		
9	Utility bills (phone, broadband, electricity, etc.		
10	Association membership fees		
11	Banking Services (Interest, Merchant Fees, etc.)		
12	System Setup(refer to section D Table 1 for Clarity)		
13	System implementation per department(refer section D Table 1 for clarity)		
14	Monthly System support(BAS file changes) refer to section D, table 1 for clarity		
15	Training and Material(100 people per session)		
16	Other (Specify)		
17	Profit		
Total Fixed Annual Cost (Excl VAT)		R	-

		ONLINE BOOKINGS	
Variable Costs		Estimated #	Annual Cost (Excl VAT)
1	After-Hours (VIP/Executive Travel Consultant) (Estimated at 60 Calls per month)		
2	After-Hours Call Center / Contact Number(17h00 - 8h00 Weekdays; 24 hours weekends and public holidays) (Estimated at 120 Calls per month)		
3	Stationery (Estimated per annum)		
4	Training & Recruitment (own Staff estimated per annum)		
5	Other (Specify)		
6	Other (Specify)		
7	Other (Specify)		
8	Other (Specify)		
Total Variable Annual Cost (Excl VAT)		R	-
TOTAL PER ANNUM (Excl VAT)		R	-
GRAND TOTAL PER ANNUM (Incl VAT) (PRICE THAT WILL BE USED FOR EVALUATION PURPOSES)		R	-
MONTHLY MANAGEMENT FEE (Incl VAT)		R	-
	Cost of Additional items (per incident)	Unit Price (excl VAT)	Unit Price (incl VAT)
1	Courier Services	R	-
2	Visa Services	R	-
3	Customised Reports (per report)	R	-
4	Booker Training adhoc	R	-
5	Other (Specify)	R	-
6	Other (Specify)	R	-
7	Other (Specify)	R	-
1.2 CONFERENCE TRANSACTION FEE			
Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee (as a % of the Total turnover of the event)		



treasury
 Department
 Treasury
 PROVINCE OF KWAZULU-NATAL

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

Price Declaration

Dear Sir/Madam,

Having read through and examined the BID Document, the General Conditions, The Requirement and all other Annexures to the BID Document, we offer to provide **OFF-SITE** travel management service to the **[institution name]** at the following total amounts (including VAT)

Template 1: Transaction Fee (Off-Site)

R	-	(incl. VAT)	
----------	---	--------------------	--

In words:

Template 2: Management Fee (Off-Site)

R	-	(incl. VAT)	
----------	---	--------------------	--

In words:

Final Total to be carried over to the Pricing Schedule

Transaction Fee (Off Site)					R	-			
Management Fee (Off Site)					R	-			
R	-	(incl. VAT)							

In words:

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

We understand that **[Institution Name]** are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

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

Signature	Date
------------------	-------------

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: COMPANY NAME

Tel No:
 Fax No:
 Cell No:
 Email:.....

37. Volume Driven Incentives

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

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

ANNEXURE A: Evaluation Grid

To be completed for each Bid by each evaluator

Name of project: Online Travel Management Services Name of Bidder : _____	Maximum	Assessment
1. Understanding of assignment, methodology and Approach and Execution Plan and Schedule Of Project activities	23 (sub-total)	
Understanding the Assignment	3	
Company understands assignment = 3 points		
Some understanding of assignment = 1 point		
No understanding of assignment = 0 points		
Technical Evaluation in terms of proposed methodology/ approach (Annexure B)	10	
Bidders are requested to respond to draft the methodology in line with the format as per below (see Annexure B). Reservations Communication Financial Management Technology, Management Information and Reporting Account Management Cost Management Quarterly and Annual Travel Reviews Office Management	10	
Execution/ Roll out	5	

Ability to be ready within 4 weeks = 5 points		
Ability to be ready in > 4 weeks = 0 points		
NB: Committed timelines not negotiable after appointment unless delays are by the Departments		
Schedule of Project Activities	5	
Detailed schedule of activities included = 5 points		
Brief/Summarised schedule of activities = 2 points		
No schedule of activities included = 0 points		
2. Online System Demonstration		
Interface Look and Feel. Note Screen shots are discouraged, We require an online demonstration.		
Activity Demonstration <ul style="list-style-type: none"> • Car hire booking • Accommodation booking - domestic • Missed saving 		
System Interface diagram presentation (Journal)	10 (sub-total)	
Poor = 1 point		
Acceptable = 2 points		
Good = 3 points		
Very good = 4 points		
Excellent = 5 points		
3. Experience of Company in travel industry/ in execution & management of projects of a similar nature and references	29 (sub-total)	
Number of years of experience in the travel industry obtained	5	

<p>5 years = 5 points 4 years = 4 points 3 years = 3 points 2 years = 2 points 1 year = 1 point</p>		
Number of years of experience in the online travel industry	12	
<p>3 years = 12 points < 3 years = 0 points</p>		
Project Size in terms of Rand Value	6	
<p>< R 5 m = 0 points Between R5m – R10m = 2 points Between R10m – R20m = 4 points > R 20 m = 6 points</p>		
References provided from Clients	6	
<p>Provide 3 detailed references from clients detailing the actual work completed relating to on-line management of travel services. The letter must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.</p> <p>Each letter = 2 points (Max 2 points per letter) No Letter = 0 points</p>		
4. Financial Viability	10 (sub-total)	

Financial Viability Poor = 2 point Acceptable = 4 points Good = 6 points Very good = 8 points Excellent = 10 points	10	
5. Key Experts	28 (sub-total)	
Key Expert 1. Accounts Manager	4	
Qualifications		
Qualification = 1 Point	1	
No Qualification = 0 Points		
Experience		
5 + Years' Experience = 3 points	3	
3-4 Years' Experience = 2 points		
2-3 Years' Experience = 1 points		
0 -2 Years' Experience = 0 points		
Key Expert 2: Project Manager	4	
Qualifications		
Qualification = 1 Point	1	
No Qualification = 0 Points		
Experience		
5 + Years' Experience = 3 points	3	
3-4 Years' Experience = 2 points		
2-3 Years' Experience = 1 points		
0-2 Years' Experience = 0 points		
Key Expert 3. System Administrator	4	
Qualifications		
Qualification = 1 Points	1	
No Qualification = 0 Points		
Experience		
5 + Years' Experience = 3 points	3	
2-4 Years' Experience = 2 points		

0-2 Years' Experience = 1 points		
0 Years' Experience = 0 points		
Key Expert 4. Systems Developer	4	
Qualifications		
Qualification = 1 Point	1	
No Qualification = 0 Points		
Experience		
5 + Years' Experience = 3 points	3	
2-4 Years' Experience = 2 points		
0-2 Years' Experience = 1 points		
0 Years' Experience = 0 points		
Key Expert 5. Travel Consultants:	3	
Qualifications		
Qualification = 1 Points	1	
No Qualification = 0 Points		
Experience	2	
3 + Years' Experience = 2 points		
2-3 Years' Experience = 1 points		
0-2 Years' Experience = 0 points		
Key Expert 6. Finance Manager	4	
Qualifications		
Qualification = 1 Point	1	
No Qualification = 0 Points		
Experience		
3 + Years' Experience = 2 points	3	
1-3 Years' Experience = 1 point		
0-1 Years' Experience = 0 points		
Key Expert 7. Admin Back Office Staff (Creditors/Debtors/ Finance processors	5	

<p>Qualification and competence of Staff to perform services</p> <p>1 = Poor</p> <p>2 = Acceptable</p> <p>3 = Good</p> <p>4 = Very good</p> <p>5 = Excellent</p>		
Overall Score	100	

Strengths	
Weaknesses	

Evaluation performed by:

Name	
Signature	
Date	

ANNEXURE B: Technical Evaluation in terms of proposed methodology/ approach”

<p>1</p>	<p>RESERVATIONS</p>	<p>Poor = 1 Acceptable = 2 Good = 3 Very good = 4 Excellent = 5</p>
<p>1.1 General</p>	<p>RESERVATIONS/ BOOKINGS</p> <p>Describe and demonstrate 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.</p>	
<p>1.1.1</p>	<p>Demonstrate if the SELF-BOOKING TOOL have vendors shown out of policy and not bookable by the user?</p> <p>Can the SELF-BOOKING TOOL have vendors shown out of policy, but bookable by the user that will automatically trigger workflow approval, motivation as to why it's out of policy and highlight the alternative options to the authoriser?</p> <p>How are in policy and out of policy options differentiated on the availability presented?</p> <p>If an out of policy vendor reservation is authorised, how can this information be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?</p> <p>Does the SELF-BOOKING TOOL have a quoting system? Explain</p>	

	<p>Explain the error management process when tickets fail to issue or travel documentation not produced or lodged card swipes fail.</p>	
	<p>Is the system completely automated?</p> <p>Can travel documents be produced electronically?</p> <p>Can the system upload documents, (e.g. internal approval documents) or</p> <p>Can the system include an electronic approval process prior to actual online booking being started?</p>	
	<ul style="list-style-type: none"> • Can users easily navigate between sectors? 	
	<ul style="list-style-type: none"> • Does the system cater for domestic multi-leg bookings? 	
	<p>Does the SELF-BOOKING TOOL allow for holding tickets?</p>	
	<p>Does the system deal with automated documentation for Air tickets, Road transport, Accommodation, Parking? (no consultants touch the booking)</p>	
	<p>How is “no availability” displayed?</p>	
	<p>Can offline bookings be incorporated into the booking process?</p>	
	<p>Can Users make the reservation offline?</p>	
	<p>Can Consultants make the reservation?</p>	
	<p>Whilst a trip planned is pending approval, are proposed reservations held with the following vendors? Participating transfer vendors, Participating accommodation vendors, Participating road transport vendors, Domestic mainline carriers, Domestic low cost carriers</p>	
	<p>Can reservation changes be facilitated online for all the following vendor categories? Participating</p>	

	transfer vendors, Participating accommodation vendors, Participating road transport vendors, Domestic mainline carriers, Domestic low cost carriers	
	Are all category changes made tracked	
	Unused ticket management. How does the SELF-BOOKING TOOL deal with unused tickets?	
	Can the SELF-BOOKING TOOL systematically facilitate transfer reservations with any vendor?	
	When a reservation has been secured outside of the system, please outline at a high-level how the reservation information can be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?	
	Can the system allow multiple travellers in a transfer?	
1.2	MANAGE RESERVATIONS	
Accommodation	Please outline how the SELF-BOOKING TOOL systematically facilitates accommodation reservations with guest houses and bed and breakfast establishments not presented on any open central reservation system?	
	When, due to availability constraints at an accommodation vendor that is accessible via the SELF-BOOKING TOOL, a reservation has been secured outside of the system, please outline at a high-level how the reservation information can be captured into the SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?	
	When a reservation has been secured outside of the system due to vendor non-participation in the SELF-BOOKING TOOL, please outline at a high-level how the reservation information can be captured into the	

	SELF-BOOKING TOOL for complete itinerary viewing and reporting purposes?	
	Can the SELF-BOOKING TOOL systematically facilitate accommodation reservations with non-listed B&B vendors?	
	Elaborate on how a bill-back facility will be supported	
	Is there any automated system to handle invoices?	
	Can the system have multiple accommodation bookings in one transaction, i.e. different hotels for different travellers OR different hotels for one traveller in one booking?	
	How do you list a new vendor on the system?	
	Does the SELF-BOOKING TOOL support pictures of properties?	
	Does the system have any user feedback on properties?	
	How does the matching of the Order to the Invoice occur within the system?	
	Can the system provide separate quotes for dinner, bed and breakfast? Is it clear when breakfast or dinner is included in the price quoted for “bed”?	
Road Transport	Can multiple pick up and drop off locations be supported within the SELF-BOOKING TOOL?	
	Can the system have multiple cars booked for multiple travellers in a single booking?	
	When, due to availability constraints at a car rental agency that is accessible via the SELF-BOOKING TOOL, how does the system support guaranteed availability?	

	Can the system highlight between vendors, who is the cheapest by amount of kilometres included in the negotiated rate?	
	How does a reservation that has been secured outside of the system get into the online SELF-BOOKING TOOL?	
	Can extras be booked, such as GPS, additional drivers etc....?	
	How does a car invoice get compared to the Order within the system?	
	How does the system compare between road travel company rates?	
Air Transport	Can the SELF-BOOKING TOOL systematically facilitate name changes to low cost carrier tickets?	
	How are cancelled mainline and low cost carrier tickets managed systematically?	
	How are unused mainline and low cost carrier tickets tracked and applied for reuse systematically?	
	Multiple flights one booking	
	Does the SELF-BOOKING TOOL allow for a return flight, a single airline to be booked one way and a separate airline to be booked coming back, in one booking?	
	How does the SELF-BOOKING TOOL control specific requirements for multiple travellers?	
	How does the system control pre-seating and seat maps?	
1.3	MANAGE GROUPS BOOKINGS Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.)	

	Please specify if these bookings would be done by the TMC or outsourced	
1.4	<p>DIRECTLY NEGOTIATED RATES</p> <p>Negotiated airlines fares, accommodation establishment rates, car rental rates etc. that are negotiated directly or established by National Treasury or by National Treasury are non-commissionable, where commissions are earned for National Treasury bookings, all these commissions should be returned to National Treasury on a quarterly basis.</p> <p>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</p>	
1.5	<p>AFTER-HOURS AND EMERGENCY SERVICES</p> <p>The bidder should have capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>Please provide details/ standard operating procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> - How it is accessible by Travelers - Where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. - Is it available 24/7/365 - Reminders to relevant Departments/ Public Entities to process purchase orders within 24 hours to reduce queries on invoices. 	

2	COMMUNICATION	Poor = 1 Acceptable = 2 Good = 3 Very good = 4 Excellent = 5
	<p>Describe how you will ensure that travel bookers are informed of the travel booking processes.</p> <p>Describe your communication process where the traveller, travel co-ordinator/ booker and travel management company will be linked in one smooth continuous workflow.</p>	
3	FINANCIAL MANAGEMENT	Poor = 1 Acceptable = 2 Good = 3 Very good = 4 Excellent = 5
	<p>Describe how you will implement the negotiated rates and maximum allowable rates established either by the National Treasury and Provincial treasury.</p> <p>Describe how you will manage the 30-day bill-back account facility.</p> <p>Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast/ Guest House Facilities.</p>	

	<p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoice, supporting documentation, reconciliation of transactions and the timely provision of invoices to relevant Department/ Public Entities.</p> <p>Please describe credit card reconciliation process, timing and deliverables (if applicable).</p>	
4	<p>TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING</p>	<p>Poor = 1 Acceptable = 2 Good = 3 Very good = 4 Excellent = 5</p>
	<p>Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking (SBT).</p> <p>Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators) and hotel web rates.</p> <p>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.</p>	

	<p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products</p> <p>Can the TMC comply with the National treasury’s monthly reporting requirements as prescribed by National Treasury? See Monthly Reporting Template prescribed by National treasury Instruction No. 3 of 2016/17.</p> <p>Describe the compatibility of your online solution to fully integrated into National Treasury’s ERP. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it(in case National Treasury decide to integrate)</p>	
User Interface	Does the system work on devices such as iOS and Android smart phones?	
System Ownership	Is the system owned and operated by you?	
System Interface	Is the system capable to interface with BAS?	
Data Security	Elaborate on measures taken to secure our data	
	Are secure links used for payment transactions?	
	How are lodged card details stored? Is the data encrypted?	

System Redundancy	Explain your system redundancy. Active or Passive or None	
Electronic Solution	State average and maximum actual system response time for a complete travel booking, which includes a road transport, airline ticket, and accommodation booking	
	Application to provide a historical record/audit trail of each administrative change that occurs within the application	
	The application must have easily understood system messages.	
	The application must have the ability to assign specific tasks / functions to specific administrative roles.	
	Describe how your solution is able to securely authenticate and encrypt any interface to or from your solution.	
	The application must be able to receive an approved Order to trigger the bookings process.	
	The system should have an automatic reconciliation facility (Lodge Card Reconciliation) to match service provider invoices to authorized Orders to accommodate payments. (only exceptions should have to be handled manually by staff)	
	The application must be able to cater for after the fact costs (such as mileage on car rentals, fuel on car rentals, S&T claims).	
	Must have a tolerance level for where the invoice value is different from the Order value by a configurable amount. (Applies especially to accommodation and road transport).	
	Onsite support to be available.	

	The application must offer a report to indicate the savings lost due to the booking being made/not being made within a certain timeframe before departure (based on historical values for the same transaction).	
	Must offer reporting of automated refund tracking as well as unused ticket reporting.	
	Must have pre-defined and user-defined reporting capabilities with a drill down capability to allow the easy creations of a comprehensive suite of management reports.	
	Have a report per traveller, which indicates the duration of stay, type of accommodation (such as Bed and Breakfast), and whether or not the traveller actually travelled.	
	Have a report per user, which indicates significant actions taken by the user (such as travel booker creation, approvals, workflow changes, etc.)	
	Must have the ability to customize the reporting suite according to Government's requirements.	
	Must have the ability to export reports into a variety of formats (such as PDF, HMTL, and CSV).	
	Must allow for on-demand / ad-hoc / scheduled reporting.	
	Government must own our travel data.	
	Controls must be in place to protect the data.	
	Must support the capture of a reason for travel at the time of making a booking.	
	Provide the missed savings calculated on all sectors	
	Is there benchmarking in the SELF-BOOKING TOOL?	

	How do you intend to support Government with online transactions?	
	How do you intend to support Government with offline transactions?	
	How do emergency requests get handled?	
	Propose how best to roll out the solution to all the various elements of Government?	
5	ACCOUNT MANAGEMENT	Poor = 1 Acceptable = 2 Good = 3 Very good = 4 Excellent = 5
	<p>Provide the proposed Account Management structure/ Organogram.</p> <p>Describe what quality control procedures/ processes you have in place to ensure that clients receive consistent quality service.</p> <p>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 should be submitted. What is in place to ensure that the National and Provincial Treasury's, as well as Department/Public Entities travel Policy is enforced?</p>	

	<p>How will you manage the services levels in the SLA and how will you go about doing customer satisfaction surveys?</p> <p>Indicate what workshops/training will be provided to Travelers and /or Travel Bookers.</p>	
Profiles	Who maintains user access?	
	Can users be linked &/or limited to certain cost centres?	
	Are there levels of administrative rights?	
	Can the system handle seating preferences?	
	Is there a comprehensive curriculum vitae for the Project Manager, the system administrator, system developer and Relationship manager?	
Training	Do you provide online training?	
	Government proposes to adopt a train-the-trainer approach. What are the related costs and time investment?	
Hierarchy	How are amendments to hierarchies managed?	
6	COST MANAGEMENT	Poor = 1 Acceptable = 2 Good = 3 Very good = 4 Excellent = 5

	<p>Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results?</p> <p>Describe how you will assist the relevant Department/Public Entities to realise cost savings on annual travel spend.</p>	
Reporting	Does the system provide real time reporting?	
	Is the reporting provided available to Government directly?	
	<p>An order is made up of air, road transport and accommodation. Accounts will be received at different times. What reports can be provided to monitor</p> <ol style="list-style-type: none"> 1. all the transactions relating to the order 2. What has been paid and what is outstanding. 	
Fulfilment	Outline the fulfilment process. Where would human intervention be necessary and how would this impact on the cost?	
Billing Process	Explain the billing process for SELF-BOOKING TOOL fees.	
	Explain how bill-backs are integrated into the SELF-BOOKING TOOL for reporting purposes.	
	Explain how lodged card transactions are reconciled.	
7	QUARTERLY AND ANNUAL TRAVEL REVIEWS	Poor = 1 Acceptable = 2 Good = 3 Very good = 4

	Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.	Excellent = 5
8	<p>OFFICE MANAGEMENT</p> <p>Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow.</p> <p>Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.</p> <p>Describe type of training provided to travel agency personnel.</p> <p>Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volume, Etc.,</p>	<p>Poor = 1</p> <p>Acceptable = 2</p> <p>Good = 3</p> <p>Very good = 4</p> <p>Excellent = 5</p>
9	<p>ECONOMIC TRANSFORMATION</p> <p>Describe the implementation plan generated by the system for the purpose of empowerment in relation to travel suppliers.</p>	<p>Poor = 1</p> <p>Acceptable = 2</p> <p>Good = 3</p> <p>Very good = 4</p> <p>Excellent = 5</p>

The above will be evaluated and scored out of a total of 10 points and the score will be carried over to the evaluation grid under “Technical Evaluation in terms of proposed methodology/ approach”