



**BID NUMBER: ZNB: DSAC 002/2425**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONLINE TRAVEL  
MANAGEMENT SERVICES TO THE DEPARTMENT FOR A PERIOD OF SIXTY (60)  
MONTHS (5 YEARS)**

**NAME OF BIDDER:** \_\_\_\_\_

**CENTRAL SUPPLIERS DATABASE No:**.....

<b>CLOSING DATE FOR SUBMISSION OF BIDS: 01 NOVEMBER 2024</b>		<b>CLOSING TIME: 12H00 [NOON]</b>
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**IMPORTANT NOTICE TO BIDDERS**

- The compulsory site briefing meeting to be held on the 16<sup>th</sup> of October 2024 at 10h00 am, Department of Sport Arts and Culture offices, (Heritage house 222 Jabu Ndlovu street, Pietermaritzburg 3201)
- Bids received later than the above-stated closing date and time will not be accepted.
- Validity Period is 180 Days

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**NB:** PROPOSALS RECEIVED LATER THAN THE STATED CLOSING DATE AND TIME WILL NOT BE ACCEPTED. E-MAIL AND FACSIMILE PROPOSALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE DELIVERED AND DEPOSITED IN THE BID BOX WHICH IS SITUATED AT THE HEAD OFFICE OF THE KZN DEPARTMENT OF SPORT, ARTS AND CULTURE AT THE FOLLOWING ADDRESS: HERITAGE HOUSE, 222 JABU NDLOVU STREET [FORMERLY, LOOP STREET] PIETERMARITZBURG, 3201 WITH THE BID NUMBER, DESCRIPTION; CLOSING DATE OF THE BID AND ADDRESSED TO THE SUPPLY CHAIN MANAGEMENT. THE NAME AND ADDRESS OF THE BIDDING COMPANY MUST BE ENDORSED AT THE BACK OF THE ENVELOPE.

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**KWAZULU-NATAL PROVINCE**SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU NATAL DEPARTMENT OF SPORT ARTS AND CULTURE</b>					
BID NUMBER:	ZNB: DSAC002/2425	CLOSING DATE:	01NOVEMBER2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONLINE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT FOR A PERIOD OF SIXTY (60) MONTHS (5 YEARS)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>HERITAGE HOUSE</b>					
<b>222 JABU NDLOVU STREET</b>					
<b>PIETERMARITZBURG, 3201</b>					
<b>Validity Period</b>		<b>180 Days</b>			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	<input type="checkbox"/>	NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS POINTS. ONLY AN ORIGINAL OR CERTIFIED COPY IS ACCEPTABLE]</b>					
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 PART B:3 BELOW]	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>					
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. L Dladla		CONTACT PERSON	Ms. S Chendriah	
TELEPHONE NUMBER	082 062 9224		TELEPHONE NUMBER	084 735 1735	
E-MAIL ADDRESS	dladla@kzndsac.gov.za		E-MAIL ADDRESS	Sandra.chendria@kzndsac.gov.za	



## **PART B TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILEING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## **PART C**

### **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 visa 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. Only a hard copy and soft copy shall be considered as stipulated on page 1 of this bid document.
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.
18. Part A of the bid document **must** be completed and failure to do so shall lead to disqualification.
19. Bids submitted must be complete in all respects, spaces requiring information must be filled in, shown as "not applicable" and not left blank.



20. Bidders failing to adhere to the requirements as stipulated above and in the bid document shall be disqualified.
21. The Department reserves the right not to make an award. The lowest, or any bid will not necessary be accepted and the Department reserves the right to accept any bid either in whole, or in part thereof. In addition, the Department reserves the right to re-open process of soliciting bid offers/ appointing a panel of suppliers at any time should it deemed necessary to do so.



**KWAZULU-NATAL PROVINCE**

SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA

### SCHEDULE OF PROJECTS/ PREVIOUS CONTRACTS

Description or nature of project/ assignment	PROJECT PERIOD		PROJECT/ CONTRACT VALUE (R)	EXPERIENCE/ REFERENCES			
	Start date	End Date		CLIENT ORGANIZATION/ DEPARTMENT	OFFICIAL PURCHASE ORDER NO	CONTACT PERSON	AND TELEPHONE DETAILS



## **ANNEXURE B**

### **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

on.....20.....,

Mr/Mrs.....

.....

(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 authorise .....to 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: (Name of Partnership)

.....

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>



#### **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/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/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....., Mr/Mrs.....

Mr/Mrs.....and

Mr/Mrs.....

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

(Name of Joint Venture)

.....



**KWAZULU-NATAL PROVINCE**

**SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA**

**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.....**

**SIGNED ON BEHALF OF (COMPANY NAME) .....**

(PRINT NAME):

**SIGNATURE..... DATE.....**



## **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.....

(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**.....

## ANNEXTURE C: SPECIAL CONDITIONS OF CONTRACT

### 1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating therefrom will be subject to 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) (PFMA).
- 1.2 The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

**Table 11: Special Conditions of Contract (SCC)**

CLAUSE NO	CLAUSE	PROVISION
0	Misrepresentation During the Lifecycle of the Contract	<ul style="list-style-type: none"> <li>The bidder should note that the terms of its Bid will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's Bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.</li> <li>It follows therefore that misrepresentations in a Bid may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department 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.</li> </ul>
0	Indemnity	<ul style="list-style-type: none"> <li>If a bidder breaches the conditions of this bid and, as a result of that breach, the Department 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</li> </ul>



		<p>confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses Treasury may suffer.</p>
16	Payment	<ul style="list-style-type: none"><li>• 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.</li><li>• 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.</li><li>• 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.</li><li>• 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).</li></ul>
23	Termination for Default	<ul style="list-style-type: none"><li>• The Department may terminate this contract where the service provider fails to perform any obligation under this contract as stipulated in clause 23 (b) of the General Conditions of Contract further to that, the KwaZulu-Natal Department of Sport, Arts and Culture shall be entitled to terminate this agreement if one or more of the following occur:</li><li>• The Supplier decides to transfer the contract or cede the contract.</li><li>• The supplier does not honor contractual obligations including the submission of information.</li></ul>



		<ul style="list-style-type: none"> <li>• The service provider is provisionally or finally liquidated, making it impossible for it to perform its functions in terms of the contract.</li> <li>• The supplier enters into settlement arrangements with their creditors.</li> <li>• If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.</li> <li>• There is a change in ownership of the company that has the effect that over 50% ownership of the company belongs to the new owner without prior written approval of the State.</li> <li>• Overall poor performance rating during the contract period.</li> <li>• The service provider is not interfaced within the stipulated period of time.</li> </ul>
28	Limitation of Liability	<ul style="list-style-type: none"> <li>• A bidder participates in this bid process entirely at its own risk and cost. In accordance with clause 28.1 of the General Conditions of Contract the Department 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.</li> </ul>
30	Applicable Law	<ul style="list-style-type: none"> <li>• 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.</li> </ul>



## **ANNEXURE D**

### **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 regarding 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 provision 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
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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:**

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees’ store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.



- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **" Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all 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 labor, 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 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](http://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.
  - a. 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 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.

- 1.1 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**

- a. 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.
- in

## **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 as 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 scheduled 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, 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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 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

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable Law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**General Conditions of Contract (revised July 2010)**



## **SBD 2**

### **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1

In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6

Applications for the Tax Clearance Certificates may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).





## **SBD 4**

### **BIDDER'S DISCLOSURE**

#### **1. PURPOSE OF THE FORM**

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

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

#### **2. BIDDER'S DECLARATION**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES** **NO**

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

<b>Full Names</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES	NO
-----	----

2.3.1 If so, furnish particulars:

.....  
.....

### 3. DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and

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<sup>2</sup> 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.



Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

## SBD 6.1

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

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

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

## 2. GENERAL CONDITIONS

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

the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) the 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

### 3. DEFINITIONS

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

### 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with SA ownership of 100%	5	#		
Enterprise with ownership of 100 % person/s who are black	5	#		

### **EVALUATION OF PRICE AND SPECIFIC GOALS**

The bidder that passes administrative compliance and functionality will be evaluated on price (90) and specific goals (10). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

10 points				
SPECIFIC GOAL	100%	≥51%	<51%	0%
Enterprise with % SA ownership	5	3	1	0
Enterprise with % ownership of person/s who are black	5	3	1	0

*Please see table 6 below for detailed required proof/documents*



## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- ii) The information furnished is true and correct.
- iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iv) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**

**DATE:**

**ADDRESS:**





**SBD 7,1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and 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 time of 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.
    - Proof of tax compliance status.
    - Pricing schedule(s).
    - Technical Specification(s).
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
    - Bidder's Disclosure form.
    - 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 goods and/or works 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 fulfillment 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) .....

**WITNESSES**

1. ....

2. ....



CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**SBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....  
accept your bid under reference number .....dated.....for the  
supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the  
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice  
accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT).....

SIGNATURE .....

OFFICIAL STA

--

**WITNESSES**

1. ....  
....
2. ....

## **ANNEXTURE: E**

### **SPECIFICATION/ TERMS OF REFERENCE**

#### **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONLINE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT**

##### **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 Sport, Arts and Culture.

**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 Bidder 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 (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 Sport, Arts and Culture is to transform the sport, arts and cultural environment through integrated, sustainable, capacity development and economic empowerment programmes for all citizens.

The KwaZulu-Natal Department of Sport, Arts and Culture 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(s) as well as conference services and facilities.

The KwaZulu-Natal Department of Sport, Arts and Culture is currently utilising an Online Travel Booking System that departmental officials use to make bookings for business travel through a transversal contract that was being coordinated by Provincial Treasury through the participation of departments and public entities within KZN.

## **3. OBJECTIVE**

The objective of this bid is to appoint a panel of service provider(s) for the provision of travel management services for the KwaZulu-Natal Department of Sport, Arts and Culture. 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(s) as well as conference services and facilities.

## **4. TRAVEL POLICY**

### **4.1 Compliance and Control**

- 4.1.1 Update departments regularly on cancellation policies and fees of service provider(s).
- 4.1.2 The TMC shall be given a copy of the 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(s) for the use of their facilities. Should any payment be received, the TMC must pay this amount over to the Department at the end of each month. All amounts quoted by the system and charged to the department must exclusive of any travel agent commission.
- 4.2.3 The system must be customised for group bookings such as conferences.
- 4.2.4 Emerging entrepreneurs shall not be charged any fee/commission/technology fee which creates any barrier to entry.

## **SCOPE OF WORK**

### **5.1 Background of the Scope of Work**

- 5.1.1 Provide the KwaZulu-Natal Department of Sport, Arts and Culture 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 KwaZulu-Natal Department of Sport, Arts and Culture without any degradation in the services and functionality; and
- 5.1.3 Appropriately contain the KwaZulu-Natal Department of Sport, Arts and Culture, and
- 5.1.4 The Department's risks and traveller's risks.

## **CONTRACT COMMENCEMENT**

- 6.1 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 two months from the date of signature of the Service Level Agreement.

## TRAVEL VOLUMES

7.1 Volume of Transactions per service category for period April 2023 to March 2024 – on the current online transversal contract

**Table 10: Travel Volumes**

Service Category	Number of Transactions per annum for period (estimated) 2023/24
Air Travel – International	13
Air Travel – Regional	2
Air Travel – Domestic	753
Air travel - International (Re-issue)	N/A
Air Travel - Regional (Re-issue)	N/A
Air Travel - Domestic (Re-issue)	N/A
Refunds – Air International	0
Refunds – Air Regional	0
Refunds – Air Domestic	3
Car Rental – International	0
Car Rental – Regional	0
Car Rental – Domestic	330
Transfers / Shuttle – International	0
Transfers / Shuttle – Regional	0
Transfers / Shuttles – Domestic	164
Accommodation – International	0
Accommodation – Regional	0
Accommodation – Domestic	5833
Bus/Coach Bookings	0
Train Bookings – International	0
Visa Assistance (Provision of documents and advice)	0
Courier services for travel documentation	0
SMS notifications	4
Parking bookings	0
Cancellations	0
Changes to bookings	650
After Hours services	197
Additional Ad-hoc Reports (per report)	5
Customised Reports (per report)	1
Travel Lodge card reconciliation	1
Debtors account reconciliation	0



Service Category	Number of Transactions per annum for period (estimated) 2023/24
Conferencing	42
Insurance	1
Other (Specify)	0
<b>GRAND TOTAL</b>	<b>7992</b>

**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.**

## **OPERATIONAL AND FUNCTIONAL REQUIREMENTS OF THE SYSTEM**

### **8.1 Generic System and other Requirements**

#### **8.1.1 Functional and Operational**

##### **8.1.1.1 The system must be web-based**

##### **8.1.1.2 The system must be supported by both iOS and Android platforms.**

##### **8.1.1.3 The system must interface in real-time with popular third-party booking systems for example Galileo.**

##### **8.1.1.4 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.**

##### **8.1.1.5 The system must be customised to interface with the Basic Accounting System (BAS) or other financial systems.**

##### **8.1.1.6 The system must at all times comply with all existing public financial prescripts.**

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

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

##### **8.1.1.9 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.**

##### **8.1.1.10 The system must deliver travel documentation electronically to both the travel booker and traveller by way of E-Mail and SMS.**

##### **8.1.1.11 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 (virtual card) and direct payment.**

8.1.1.12 The system must provide for request and pre-authorisation by allowing Department 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.

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

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

## **8.2 Booking Process**

8.2.1 The TMC will be required to:

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

8.2.1.2 Negotiate favourable rates for the Department with air, road transport and accommodation service provider(s) and implement them;

8.2.1.3 Ensure an employee is always accessible in the event of an emergency and/or weekends and/or public holidays;

8.2.1.4 Obtain any reimbursement which may be due, on account of cancelled or reissued reservations and / or tickets, unless otherwise stated;

8.2.1.5 Notify Department of air tickets for revalidation and / or re-issue;

8.2.1.6 Ensure booking confirmations and payments are as required by vendors;

8.2.1.7 Ensure prompt investigation of any complaints;

8.2.1.8 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.

8.2.1.9 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

## **8.3 Navigation**

8.3.1 Search for availability and lowest fares (air, road travel and accommodation) across multiple suppliers (offering both preferred and public rates).

8.3.2 At the time-of-flight selection, provide the travel booker with details of the flight fare rules e.g. cancellations, changes and minimum stay.

- 8.3.3 Select the desired real-time quotes for flight, road transport, accommodation, parking reservations that satisfy the request.
- 8.3.4 Submit the request with selected quotes for approval.
- 8.3.5 Comparing between suppliers to obtain the cheapest flight cost.
- 8.3.6 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.
- 8.3.7 Select trips based on availability, travel policy, times and price.
- 8.3.8 The TMC shall indicate any special features, programmes, or services that would be beneficial to the Department and its travellers.
- 8.3.9 The Department should be able to suggest cheaper booking options that are available at the time of booking for example., if the service provider(s) quotes a price, but a cheaper price is appearing on the search engine of the Internet (e.g., Google) then the service provider(s) must be willing to upload the cheaper price onto their booking system.

#### **8.4 Workflow Approval**

- 8.4.1 Workflow approval platform to be set up in accordance with the requirement of the department/entity.
- 8.4.2 Approval workflow rules to approve requisitions.
- 8.4.3 All essential information provided to the authoriser via email and sms.
- 8.4.4 Approval flows and mandates to be agreed and loaded into the system. Perform all travel arrangements in terms of the rules provided by Department and ensure that all bookings are only processed against travel orders as authorized by the Department.
- 8.4.5 All prescribed approvals as required of the system must be received prior to the issue of any confirmation, ticket or voucher, before departure.
- 8.4.6 Approval to be authorised via SMS, email and online system.
- 8.4.7 Once all approvals have taken place, a unique order number/trip reference number must be generated.
- 8.4.8 Total costs of the specific trip must be catered to accommodate all categories of the trip.
- 8.4.9 Electronic vouchers must be supplied via email and the link must be sent via SMS.

8.4.10 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.

## **8.5 Transfers / Ticket Changes**

### **8.5.1 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.

### **8.5.2 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. The department must be provided with assistance to ensure limited loss as a result of post ticketing changes; and
- The system must support online cancellations.

### **8.5.3 Unused Tickets and Refunds**

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

## **8.6 Accommodation**

8.6.1 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.

8.6.2 Direct integration system into capable accommodation groups.

8.6.3 The TMC shall ensure that sufficient accommodation is available on the system to accommodate officials travelling from the Department

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

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

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

- 8.6.7 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.
- 8.6.8 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.
- 8.6.9 Officials may only stay at accommodation establishments with which the TMC 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.
- 8.6.10 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.
- 8.6.11 Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees. Cancellation policies can be set. For example:
- A fully flexible policy, whereby officials only pay when they stay at the property, and can cancel free of charge during a time frame say 7 – 14 days prior to check in.
  - With a customized policy, the service provider(s) can choose how long before check-in officials can cancel for free, and how much they will be charged if they do cancel after that point.
- 8.6.12 On a regular basis, service provider(s) within the travel management's database especially B&Bs should be vetted and regular site inspections done to check for compliance. This is important especially during long stays.
- 8.6.13 If the service provider(s) is fully booked, overflows are not permitted unless it is of the same grading as the initial service provider(s) booked and the TMC together with the department made aware of the overflow. If an overflow service provider(s) is chosen, then the rate charged for the officials staying at the overflow should be according to the grading of that service provider(s). A separate invoice is to be provided by the overflow service provider(s) for the officials staying at the property.
- 8.7 Road Transport / Car Rental and Shuttle Services**
- 8.7.1 Direct integration into car hire companies (as specified by applicable prescript)

- 8.7.2 The TMC must ensure that the policy with regards to car hire in line with applicable prescripts is loaded onto the system.
- 8.7.3 The TMC will book the approved category vehicle in accordance with applicable prescript with the appointed car rental service provider(s) from the closest rental location (airport, hotel and venue).
- 8.7.4 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 8.7.5 The TMC should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, insurance, etc. The TMC should manage car hire damages and accidents to see if they are valid. A car hire damage agreement should be in place between the TMC and the service provider(s).
- 8.7.6 For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers including chauffeur services.
- 8.7.7 The TMC will book transfers in line with applicable prescript with the appointed and/or alternative service provider(s). Transfers can also include bus and coach services.
- 8.7.8 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.
- 8.7.9 The TMC should during their report period provide proof that negotiated rates were booked, where applicable.
- 8.8 Air**
  - 8.8.1 Direct integration into low-cost airlines (as specified by applicable prescripts).
  - 8.8.2 The system must be able to book full-service carriers as well as low-cost carriers.
  - 8.8.3 Airline tickets should be delivered electronically (SMS and/ or email format/ the travel app) to the traveller(s) promptly after booking before the departure times.
  - 8.8.4 The TMC will book the most cost-effective airfares possible for domestic travel.
  - 8.8.5 For international flights, the airline which provides the most cost effective and practical routings may be used.
  - 8.8.6 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveller.
  - 8.8.7 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable)
  - 8.8.8 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 provider(s) for other charter requirements.

- 8.8.9 The TMC should during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- 8.8.10 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 8.8.11 Assist with lounge access if and when required.

## **8.9 Reporting**

- 8.9.1 A comprehensive library of reports (transaction and behavior based) to be made readily available on the system.
- 8.9.2 Upon request from a department, provide detailed reporting on the services provided, discounts, and benefits received.
- 8.9.3 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
- 8.9.4 TMCs must detail the online (real-time) reports that will be provided.
- 8.9.5 Reports must be accurate and be provided as per the Department'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).
- 8.9.6 The Department may request the TMC to provide additional management reports.
- 8.9.7 Reports must be available in an electronic format for example Microsoft Excel.
- 8.9.8 Comprehensive reports (standard and dynamic) must be updated daily and be available on-line to managers.
- 8.9.9 Availability of statistics for reporting.
- 8.9.10 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 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 Department 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 the Department:
  - 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(s);
  - 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 the Department;
  - Reports requested by the auditors
  - Preferential procurement/ BBBEE spend report
- 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.

## **8.10 Fulfilment**

### **8.10.1 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 center 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 travellers of airport closing, cancellations or delays in flights, where possible.



#### **8.10.2 Manual Fulfilment – By the successful TMC:**

- All trips initiated outside of the online booking system must be uploaded into the system by the 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 traveller's official trip if possible. When necessary, e-tickets and billings shall be modified or issued to reflect these changes.

#### **8.11 Training**

- 8.11.1 Adequate training of travel bookers/approvers/ super users on the use of the system as well as system support and related training manuals.
- 8.11.2 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 thirty-five (35) approvers and forty (40) bookers for those department.**
- 8.11.3 Department will provide training venues as well as a schedule of training sessions required.

#### **8.12 Billing Process**

- 8.12.1 Provide a transparent inclusive service fee structure.
- 8.12.2 Reconcile invoices and supporting documentation with bank statement and approved orders.
- 8.12.3 Payment and streamlining of reconciliation process
- 8.12.4 All fees to be charged must be included in the bid document.
- 8.12.5 Air transactions to be settled prior to ticketing via a lodge card. There must be a system generated invoice.
- 8.12.6 System service fees charged to the lodge card at the time of order creation must be supported by a system generated invoice.

8.12.7 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.

8.12.8 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.

### **8.13 Data Security**

8.13.1 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.

8.13.2 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.

### **8.14 Further Requirements of the Electronic Solution**

8.14.1 The TMC should provide After Hours and Emergency Services

8.14.2 The TMC should provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

8.14.3 A dedicated consultant/s should be available to assist VIP/Executive Travellers with after hour or emergency assistance.

8.14.4 After hours' service should be provided from Monday to Friday outside the official hours (17h00 to 07h30) and twenty-four (24) hours on weekends and Public Holidays.

8.14.5 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.

8.14.6 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.

8.14.7 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service provider(s).

8.14.8 Ensure that the Department's/entity's Travel Policy is enforced.

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

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

## **9.COMMUNICATION**

- 9.1 Traveller itinerary emails must be sent to the travel Booker and traveller;
- 9.2 SMS alerts to travellers;
- 9.3 The system must accurately advise the traveller of e-ticketing deadlines and other relevant information every time reservations are made, in order to cancellations of bookings.
- 9.4 The TMC should ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, TMC in one smooth continuous workflow.

## **10.ACCOUNT MANAGEMENT**

- 10.1 An Account Management structure should be put in place to respond to the needs and requirements of the Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 10.2 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

## **11.COSTS TO BE BORNE BY TMCS**

- 11.1 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.

## **12.RESPONSIBILITY OF THE DEPARTMENT**

- 12.1 The Department shall be responsible for providing BAS or any other financial system used by the department and PERSAL (if agreed to) access and security access as required by the TMC.

## **13.REPORTING REQUIREMENTS**

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

## **14.ACCELERATION OF ECONOMIC TRANSFORMATION**

- 14.1 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 is significantly increased.

- 14.2 The achievement of the targets will be monitored and managed through the Service Level Agreement.
- 14.3 As part of social empowerment objectives, the KwaZulu-Natal Department of Sport, Arts and Culture 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.
- 14.4 TMCs are required to provide details on initiatives, activities, targets and milestones. The plan is to be submitted together with the bid document.

## **15.CONTRACT PERIOD**

- 15.1 The contract period shall be commencing on the date of signature of a Service Level Agreement. The Department reserves the right to extend the contract period.

## **16.CONTRACT PRICE ADJUSTMENTS**

- 16.1 Unless prior approval has been obtained from the Department, no adjustment in contract prices will be made.
- 16.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 16.3 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.
- 16.4 The management fees will be adjusted once a year based on CPI.

## **17.SERVICE STANDARDS**

- 17.1 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.
- 17.2 The TMC shall meet quarterly with the Department 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 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.
- 17.3 The TMC shall immediately make the Department aware of major industry changes, which may have a broad impact on its travel policy or procedures.

## **18. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

- 18.1 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.
- 18.2 In the event that the Department allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Department will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## ANNEXTURE F

**Table 10: Travel Volumes**

Service Category	Number of Transactions per annum for period (estimated) 2023/24	RATE/PRICE
Air Travel – International	13	
Air Travel – Regional	2	
Air Travel – Domestic	753	
Air travel - International (Re-issue)	N/A	
Air Travel - Regional (Re-issue)	N/A	
Air Travel - Domestic (Re-issue)	N/A	
Refunds – Air International	0	
Refunds – Air Regional	0	
Refunds – Air Domestic	3	
Car Rental – International	0	
Car Rental – Regional	0	
Car Rental – Domestic	330	
Transfers / Shuttle – International	0	
Transfers / Shuttle – Regional	0	
Transfers / Shuttles – Domestic	164	
Accommodation – International	0	
Accommodation – Regional	0	
Accommodation – Domestic	5833	
Bus/Coach Bookings	0	
Train Bookings – International	0	
Visa Assistance (Provision of documents and advice)	0	
Courier services for travel documentation	0	
SMS notifications	4	
Parking bookings	0	
Cancellations	0	
Changes to bookings	650	
After Hours services	197	
Additional Ad-hoc Reports (per report)	5	
Customised Reports (per report)	1	
Travel Lodge card reconciliation	1	



# KWAZULU-NATAL PROVINCE

SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA

Service Category	Number of Transactions per annum for period (estimated) 2023/24	RATE/PRICE
Debtors account reconciliation	0	
Conferencing	42	
Insurance	1	
Other (Specify)	0	
<b>TOTAL</b>	<b>7992</b>	
<b>YEAR 2</b>		
<b>YEAR 3</b>		
<b>YEAR 4</b>		
<b>YEAR 5</b>		
<b>GRAND TOTAL</b>		

## ANNEXURE G

### ASSESSMENT/EVALUATION

#### DESCRIPTION

- 1.1 Appointment of a Service Provider(s) to Provide Online Travel Management Services to Department for a Period of Sixty (60) Months/ 5 years.
- 1.2 Collection of Bid Documents/ Free download of Bid Document:
  - 1.2.1 Departmental website at e-Tenders Portal: [www.etenders.gov.za](http://www.etenders.gov.za)

#### COMPULSORY BRIEFING SESSION

There will be a compulsory clarification/ briefing session as indicated in the invitation to bid. A compulsory briefing and clarification session will be held to clarify to bidder(s) the scope and extent of work to be executed; and all the administrative aspect of the bid and so as the evaluation criteria **(Print Annexure H briefing certificate to signed on the date of meeting/briefing)**. 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.

#### EVALUATION CRITERIA

- 3.1 The details of the evaluation phases are outlined below:

**Table 1: Evaluation Criteria**

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	Mandatory Documents Required	Functionality Requirements	Price Preference and
Compliance with correctness of bid document and compulsory returnable SBD forms.	Compliance with Mandatory documents required.	Bidders will be assessed to verify capacity to execute the contract. Bidders will be expected to provide a presentation.	Bids will be evaluated using the 90/10 preference points system.



The State may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder and any misrepresentation by the bidder may disqualify the bid thereof.

### **Phase 1 – Administrative Compliance**

During this phase the screening process will be done to check compliance with bid requirements (administrative compliance) listed hereunder. Bidders are required to submit the below documents to comply with the policy to guide uniformity in procurement reform processes in Government as per section 2 of Practice Note No Supply Chain Management SCM)1 of 2003 regarding bid documentation for supply chain management.

**Table 2: Administrative Compliance**

<b>DOCUMENT</b>	<b>INSTRUCTION</b>
SBD 1- Invitation to Bid	It must be fully completed and returned
SBD 4- Declaration of Interest	It must be fully completed and signed.
SBD 6.1- Preference points claim form	It must be fully completed and signed.
SBD 7.2- Contract Form: Rendering of Services	It must be fully completed and signed.
Annexure H- Compulsory Briefing Inspection	It must be fully completed, stamped and signed.
Annexure A -Authority to Sign a Bid	This is a company resolution for the capacity under which this bid is signed as per SBD 1 and the relevant section must be completed and signed.
Annexure F- Pricing Schedule	The final total from the price structure must be written in words and figures.

**NOTE: Bidders who are administratively responsive shall be evaluated for mandatory documents required (Phase 2).**

### **Phase 2: Mandatory Requirements and Documents Required**

Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this phase bidders' responses will be evaluated against the mandatory requirements for compliance. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

**Table 3: Mandatory Requirements**

REQUIREMENT/DOCUMENT	INSTRUCTION
Cost/Fee Structure	Prices submitted in this bid must be filled in on the field provided on the cost/fee structure provided with the bid.
Resolution Letter	Certified copy of a company Resolution letter must be attached.
Compulsory Briefing Certificate	The relevant section must be signed and stamped. All signatures must be original.
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 copy of membership accreditation certificate
Valid ASATA Accreditation	Provision of certified copy of membership accreditation certificate
TAX Compliance Status	Bids received from bidders with a non-compliant tax status will be disqualified with failure to update the Tax Status within 7 days. In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)
Third-Party Agreement	Any bidder who does not own the online travel system and will be sourcing it from a third party must submit a valid Third-Party Agreement. The validity of the third-party agreement must cover this online travel contract period.

**NOTE:** In the case of a Joint Venture, Consortium, Third-Party Agreement, Trust, or Partnership, a signed teaming agreement must be submitted. Bidders who met the mandatory requirements shall be evaluated for functionality (Phase 3). Also note that as part of the Technical Evaluation, there will be a demonstration/presentation. Refer to **SECTION A** for criteria that will be evaluated.

### **Phase 3 – Functionality Requirements**

Bids will be evaluated for functionality strictly according to the bid evaluation criteria stipulated in the terms of reference. Bidders must, as part of their bid documents, submit supporting documentation for all technical requirements as indicated hereunder.

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.

**Table 4: Functionality Requirements**

No	Evaluation Criteria	Guidelines	Maximum Points
<b>Part 1</b>			
1	<b>Experience of Company in travel industry/ in execution &amp; management of projects of a similar nature and references</b>	<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>Detailed references from clients detailing the actual work completed relating to on-line management of travel services.</p>	<b>16</b>



No	Evaluation Criteria	Guidelines	Maximum Points
		The letters must include the company name, contactable references and contact numbers, duration of the contract and value of the contract, and to include confirmation of the interface with the client's financial management system.	
<b>2</b>	<b>Methodology and Approach</b>	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 refer to Annexure A. The TMC should outline a detailed implementation plan showing the management of the relevant workflows and the ability to execute the work and within what time frames. A detailed schedule of activities and timeframes must be included.	<b>20</b>
<b>3</b>	<b>Financial Viability</b>	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 bidder's financial viability declaration confirmation, signed by	<b>5</b>



No	Evaluation Criteria	Guidelines	Maximum Points
		<p>a duly authorized official of the entity.</p> <p><b>The Following Ratios will be tested to analyse the financial viability of the company:</b></p> <p>a) Profitability ratios b) Liquidity ratios c) Net Gearing ratio d) Cash Flow</p>	
4	<b>Key Experts Qualifications and Experience</b>	Expertise, experience / qualifications of support personnel to be assigned to the contract. Key experts required are Accounts Manager/ System Operations Manager/ and Travel Consultant.	<b>9</b>
<b>Part 2</b>			
5	<b>Online System Demonstration</b>	Bidders should do an online presentation/demonstration. Screen shots are not allowed.	<b>50</b>
	<b>Overall Score Total</b>		<b>100</b>

To qualify for Part 2 (online system demonstration) bidders must meet a minimum score of 60% on Part 1.

A service provider(s) that scores less than 60% for each category/ criterion as demonstrated on the table below will not be further evaluated on functionality.

**Table 5: Functionality Scores**

Evaluation Criteria	Minimum Score	Maximum Score
Company Experience	9.6	16
Methodology Approach	12	20
Financial Viability	3	5
Key Experts Qualification and Experience	5.4	9
<b>SUB-TOTAL</b>	<b>30</b>	<b>50</b>
Online System Demonstration	30	50
<b>* Score of 30 required to qualify for demo</b>		
<b>TOTAL SCORE</b>	<b>60</b>	<b>100</b>

#### Phase 4 – Price and Preference Evaluation

##### Preferential Point System

The pricing evaluation will be in terms of the Preferential Procurement Regulations as per 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 based on:

- The bid price (Maximum of 90 points)
- The specific goals (maximum 10 points)

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

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

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

6.6.1.1 The following will be used to allocate the points for specific goals.



**Table 6: Specific Goals**

No.	Specific / RDGoals	Allocated Preference Points	Required proof/ documents to be submitted for evaluation purposes
1.	<p>Enterprise with SA ownership of 100%</p> <p>Enterprise with more than 51% but less than 100% SA ownership</p> <p>Enterprise with 50% or less SA ownership</p> <p>Enterprise with 0% SA ownership</p>	<p>5</p> <p>3</p> <p>1</p> <p>0</p>	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used in verifying the status of the bidder).</p> <ul style="list-style-type: none"> <li>• Company Registration Certification/document (CIPC)</li> <li>• Company Shareholders certificate</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• Agreement for a Consortium, Joint Venture, or Trust and an original copy or certified duplicate copy of B-BBEE certificate.</li> </ul>
2.	<p>Enterprise with ownership of 100 % person/s who are black</p> <p>Enterprise with ownership of more than 51% but less than 100 % person/s who are black</p> <p>Enterprise with ownership of 51% or less person/s who are black</p> <p>Enterprise with ownership of 0% person/s who are black</p>	<p>5</p> <p>3</p> <p>1</p> <p>0</p>	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used in verifying the status of the bidder).</p> <ul style="list-style-type: none"> <li>• Company Shareholders certificate</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• An original copy or certified duplicate copy of BBEE Certificate or sworn affidavit of the tendering company</li> <li>• Agreement for a Consortium, Joint Venture, or Trust and an original copy or certified duplicate copy of B-BBEE certificate.</li> </ul>

The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.

Bidders are required to complete the SBD 6.1 forms in order to claim preference points and submit the above-mentioned documents which will serve as proof of ownership and directorship of the company.

Failure on the part of a bidder to completed and signed the declaration part of the SBD 6.1 and submit proof or documentation required in terms of this bid to claim points for specific goals with the bid will not be allocated with the points claimed. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

## **FUNCTIONALITY RETURNABLE SCHEDULES**

### **4.1 Proven Track Record of Company**

#### **4.1.1 The following should be submitted:**

4.1.1.1 A company profile must be submitted including history, group structure, operations, logistics, and related companies and services.

4.1.1.2 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:

- 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.

4.1.1.3 The company record must be provided in the format below.



## **4.2 Methodology and Approach**

- 4.2.1 Service Providers must attach the Company proposal in line with the attached guide for reference purposes (Annexure A).
- 4.2.2 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.
- 4.2.3 TMCs must at a minimum, cover the under-mentioned in their technical approach and return Annexure A as part of their submission. This will be utilized in the evaluation process.
- 4.2.4 The TMC should outline a detailed implementation plan showing the management of the relevant workflows and the ability to execute the work and within what time frames. A detailed schedule of activities must be included.

## **4.3 Financial Viability**

- 4.3.1 To confirm that Bidders are financially viable and have the financial capability to provide the services for which they are bidding 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 Bidder's financial viability declaration confirmation, signed by a duly authorised official of the entity.
- 4.3.2 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.
- 4.3.3 The signed declaration should affirm that the bidder:
- Has sufficient financial resources to deliver the goods or services described in the bid 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 bidder or the delivery of the services.

**Note: Returnable as per 11.3.1 above, are to be attached to this page**

#### 4.4 Key Expertise

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

4.4.2 The TMC will provide the following mentioned resources a comprehensive curriculum vitae and certified copies of qualifications must be provided.

4.4.3 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.

#### 4.4.4 Table 8: Resources required for online travel services

Job Title	Qualification	Knowledge and Experience
Account Manager	The Account Manager is required to have a bachelor's degree/National Diploma in Sales, Business Management, Communications, Marketing, and Customer Relationship Management, Business Administration or any other related field.	Three (3) years or more experience in client relationship and accounts management in travel or hospitality 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.
Systems Operations Manager	Bachelor's 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. Experience in overseeing the online travel system and operations making sure that all processes are performing correctly and efficiently.
Travel Consultant (only 1 cv 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 South Africa. Strong administration skills
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4.4.5 All Curriculum Vitae must be provided in the format below.

### ***CURRICULUM VITAE FORMAT***

#### **NOTE – CERTIFIED COPIES OF QUALIFICATIONS MUST BE SUBMITTED**

##### **Resource:**

1. Surname:
2. First names:
3. Date of birth:
4. Nationality:
5. Education:

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

6. Membership of professional bodies: -
7. Other skills: (e.g. Computer literacy, etc.)
8. Present position:
9. Years within the firm:
10. Key qualifications: (Relevant to the requirements)

Duration		Institution	Position	Contactable reference	Detailed description of projects/responsibilities etc. (Relevant to the requirements)
Start Date (Month/Year)	End Date (Month/Year)				

#### 4.5 Online System Demonstration

4.5.1 The TMC shall have demonstrable expertise in the roll out of an online travel booking system.

4.5.2 As part of the bid evaluation, a site must be made available to assess a live application of the system offered.

4.5.3 The TMC must provide the management organogram showing how the TMC is structured to provide travel management services.

**Table 9: Functionality Evaluation Grid**

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
<b>Functionality</b>	<b>100</b>		
<b>Part 1</b>			
<b>1. Proven Track Record of Company</b>  Experience of Company in the travel industry/ in execution and management of projects of a similar nature and references	<b>16 (sub-total)</b>	Provide a detailed reference letter 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 and to include confirmation of the interface with the client's financial management system.	Enclose a detailed Reference letter(s) accompanied by a purchase order/award letter  Note: The enclosed reference letter(s) must have a Rand value of the completed project.
Number of years of experience in the travel industry obtained	<b>4</b>	3 years and above = 4 points Less than 3 years = 0 points	Reference letter (refer to the template)
Number of years of experience in the online travel industry	<b>7</b>	Above 5 years = 7 points 3 to 5 years = 5 points < 3 years = 0 points	Reference letter(s) (refer to the template)
Project size in terms of Rand value (Contract value)	<b>5</b>	> R10m = 5 points R5m – R10m = 3 points <R5m = 0 points	Reference letter and Award letter/ purchase order



CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
<b>2. Methodology and Approach</b>	<b>(20) sub-total</b>	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.	
Understanding of the Problem Statement.	<b>10</b>	<p>Focus Areas</p> <ul style="list-style-type: none"> <li>• Reservations</li> <li>• Communication</li> <li>• Financial Management</li> <li>• Technology, Management Information and Reporting</li> <li>• Account Management</li> <li>• Cost Management</li> <li>• Monthly/Quarterly and Annual Travel Reviews</li> <li>• Office Management</li> <li>• Support Services</li> </ul> <p>NB: Bidders are requested to respond to draft the methodology in line with the format as per below (see Annexure A).</p>	The Company Proposal in line with Annexure A
Execution/ Roll out	<b>5</b>	<p>Ability to be ready within 4 weeks = 5 points</p> <p>Ability to be ready in &gt; 4 weeks = 0 points</p> <p>NB: Committed timelines not negotiable after appointment unless delays are by the Departments.</p>	Execution/Roll out Plan



CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
Schedule of Project Activities	5	<p>Schedule of Project Activities</p> <p>Detailed schedule of activities included = 5 points</p> <p>Brief/Summarised schedule of activities = 2 points</p> <p>No schedule of activities included = 0 points</p>	Detailed Project Activity schedule
<b>3. Financial Viability (based on an analysis of financial records)</b>	<b>5 (sub-total)</b>		



CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
	5	<ul style="list-style-type: none"> <li>Audited Financial Statements (2 points)</li> <li>Evidence of Credit/overdraft facility (1 point)</li> </ul> <p><i>The above must be supported by a Bid's financial viability declaration signed off by a duly authorised official of the entity.</i></p> <p><b>The Following Ratios will be tested to analyse the financial viability of the company (2 points)</b></p> <ol style="list-style-type: none"> <li>Profitability ratios (½)</li> <li>Liquidity ratios (½)</li> <li>Net Gearing ratio (½)</li> <li>Cash Flow (½)</li> </ol>	<p>The most recent final approved Annual Financial Statements for the last two financial years (signed by the Auditor/Accountant)</p> <p>Evidence of credit/overdraft facility available</p> <p>A Bidder's financial viability declaration confirmation, signed by a duly authorised official of the entity.</p>
<b>4. Expertise and Skills</b>	<b>9 (sub-total)</b>		



CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
Accounts Manager	3	<p><b>Qualification (1 point)</b></p> <p>Bachelor's degree/National Diploma in Sales, Business Management, Communications, Marketing and Customer Relationship Management, Business Administration or any other related Business/accounting field</p> <ul style="list-style-type: none"> <li>➤ Bachelor's Degree</li> <li>➤ National Diploma</li> </ul> <p><b>Experience (2 points)</b></p> <p>A minimum of 3 years or more experience = Less than 3 years = 0</p> <p><b>Experience should include but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Client Relationship</li> <li>• Accounts Management</li> <li>• Experience of working in a Customer Service Orientated Environment</li> <li>• Solution Development for identified Improvement areas</li> <li>• Coordinating involvement of any relevant business personnel</li> <li>• Address consumer concerns</li> <li>• Information management and reporting.</li> <li>• Data and business system analysis.</li> <li>• Understanding of government systems; and</li> <li>• Training and skills transfer</li> </ul>	<p>Originally Certified Copies of qualifications</p> <p>Profiles and/or Curriculum Vitae (CVs)</p>



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CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
<b>5. Online System Demonstration</b>	<b>50</b>	<p>Interface Look and Feel. Note: Screen shots are not allowed; an online demonstration will be required.</p> <p><b>Activity Demonstration but not limited to: (35 points)</b></p> <ul style="list-style-type: none"> <li>• Car hire booking</li> <li>• Accommodation booking – domestic</li> <li>• Flight bookings</li> <li>• Missed saving</li> <li>• Reporting (custom reports/adhoc reports)</li> <li>• Breach of policy reports</li> <li>• Cancellation policies</li> <li>• Refunds</li> </ul> <p>System Interface process flow diagram presentation (Journal)</p> <p><b>System Interface Demonstration (10 points)</b> <b>Process flow diagram (5 points)</b></p> <p>Bidders should show how expenditure and payments are interfaced</p> <p>Budget monitoring by the system</p> <p>Note: Demonstration cannot be done on a live system. To use a test system.</p>	<p>To submit a process flow diagram with the bid</p> <p>Bidders should do an online presentation/demonstration.</p> <p>Screen shots are not allowed.</p>

**NOTE: Service provider(s) who score less than 60% per functionality criteria in part 1 of the Evaluation Grid will be disqualified from further evaluation.**

## SECTION A: GUIDELINES

Please note the Proposal is to be compiled and aligned as per the below guidelines. This is for reference purposes only.

NO	CRITERIA	MINIMUM INFORMATION REQUIRED
1.	<b>Manage All Reservations and Bookings</b>	<b>Reservations</b>
	<b>General</b>	<b>Reservations/ Bookings</b>  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.
		Demonstrate if the SELF-BOOKING TOOL have vendors shown out of policy and not bookable by the user?
		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?
		How are in policy and out of policy options differentiated on the availability presented?
		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?
		Does the SELF-BOOKING TOOL have a quoting system? Explain
		Explain the error management process when tickets fail to issue or travel documentation not produced or lodged card swipes fail.
		Is the system completely automated?  Can travel documents be produced electronically?



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
		Can the system upload documents, (e.g. internal approval documents) or
		Can the system include an electronic approval process prior to actual online booking being started?
		<ul style="list-style-type: none"> <li>• Can users easily navigate between sectors?</li> </ul>
		<ul style="list-style-type: none"> <li>• Does the system cater for domestic multi-leg bookings?</li> </ul>
		Does the SELF-BOOKING TOOL allow for holding tickets?
		Does the system deal with automated documentation for Air tickets, Road transport, Accommodation, Parking? (no consultants touch the booking)
		How is “no availability” displayed?
		Can offline bookings be incorporated into the booking process?
		Can Users make the reservation offline?
		Can Consultants make the reservation?
		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
		Can reservation changes be facilitated online for all the following vendor categories? Participating 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?



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
		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?
	<b>Accommodation</b>	<b>Manage Reservations</b>
		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?



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
		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”?
	<b>Road Transport</b>	Can multiply 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?
	<b>Air Transport</b>	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



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
		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?
<b>14.5</b>	<b>Manage Groups Bookings</b>	Describe your capabilities for handling group bookings including but not limited to meetings, conferences, events etc. Please note that the department requires that these bookings be done by the TMC and must not be outsourced.
<b>14.6</b>	<b>Directly Negotiated Rates</b>	<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>
<b>14.7</b>	<b>After-Hours and Emergency Services</b>	<p>The bidder should have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ standard operating procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> <li>- How it is accessible by Travellers</li> <li>- Where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc.</li> <li>- Is it available 24/7/365</li> <li>- Reminders for the Department to process purchase orders within 24 hours to reduce queries on invoices.</li> </ul>





NO	CRITERIA	MINIMUM INFORMATION REQUIRED
14.8	<b>Communication</b>	<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>
14.9	<b>Financial Management</b>	<p>Describe how you will implement the applicable 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 &amp; 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>



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
<b>14.10</b>	<b>Technology, Management Information and Reporting</b>	<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>
	<b>User Interface</b>	Does the system work on devices such as iOS and Android smart phones?
	<b>System Ownership</b>	Is the system owned and operated by you? If not to provide a third-party agreement.
	<b>System Interface</b>	Is the system capable to interface with BAS or any other financial/accounting systems?
	<b>Data Security</b>	Elaborate on measures taken to secure our data
		Are secure links used for payment transactions?



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
		How are lodged card details stored? Is the data encrypted?
	<b>System Redundancy</b>	Explain your system redundancy. Active or Passive or None
	<b>Electronic Solution</b>	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(s) 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).



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
		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?



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
8.	<b>Account Management</b>	<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.</p> <p>What is in place to ensure that the National and Provincial Treasury's, as well as Department's 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 Travellers and /or Travel Bookers.</p>
	<b>Profiles</b>	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 operations manager and Relationship manager?
	<b>Training</b>	Do you provide online training?
		Government proposes to adopt a train-the-trainer approach. What are the related costs and time investment?
	<b>Hierarchy</b>	How are amendments to hierarchies managed?



NO	CRITERIA	MINIMUM INFORMATION REQUIRED
9.	<b>Cost Management</b>	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results?  Describe how you will assist the relevant Department/Public Entities to realise cost savings on annual travel spend.
	<b>Reporting</b>	Does the system provide real time reporting?
		Is the reporting provided available to Government directly?
		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
		1. all the transactions relating to the order
		2. What has been paid and what is outstanding.
	<b>Fulfilment</b>	Outline the fulfilment process. Where would human intervention be necessary and how would this impact on the cost?
10.	<b>Quarterly and Annual Travel Reviews</b>	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.
11	<b>Office Management</b>	Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow.  Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.  Describe type of training provided to travel agency personnel.  Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volume, Etc.,

NO	CRITERIA	MINIMUM INFORMATION REQUIRED
12	<b>Economic Transformation</b>	Describe the implementation plan generated by the system for the purpose of empowerment in relation to travel suppliers.

**The above will be used for references purposes only**



**ANNEXURE H**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building /institution involved: **KZN DEPARTMENT OF SPORT, ARTS AND CULTURE**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONLINE TRAVEL  
MANAGEMENT SERVICES TO THE DEPARTMENT FOR A PERIOD OF SIXTY (60)  
MONTHS (5 YEARS)**

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF (**Company Name**).....

ATTENDED THE BRIEFING MEETING ON.....(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE  
SERVICE TO BE RENDERED.

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

**DATE:** .....

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

.....  
**DEPARTMENTAL STAMP:**

**DATE:** .....