

Seq. 19/07/24
Approved



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: HP24/007GS

RETURNABLE DOCUMENTS

FOR

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF
A TRAVEL MANAGEMENT COMPANY TO PROVIDE
TRAVEL MANAGEMENT SERVICES TO THE
NATIONAL DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS**

CONTENTS OF BID DOCUMENT

Project title:	REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS		
Project Leader:	LETTY MAHLANGU	Bid / no:	HP24/007GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	3 Pages
PA-04(GS): Notice and invitation to tender	7 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's Disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16: Preference Points Claim Form	10 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	47 Pages
Annexure A1 (Pricing schedule)	03 Pages
Annexure A2 (Technical scorecard & compliance checklist)	23 Pages
Annexure A3 (Online travel booking system requirements)	10 Pages
Annexure A4 (Draft service level standards)	10 Pages
Annexure A5 (Departmental Procedures)	17 Pages
Annexure A6 (Long term vehicle rental/fleet requirements)	09 Pages

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: HP24/007GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 13 AUGUST 2024

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

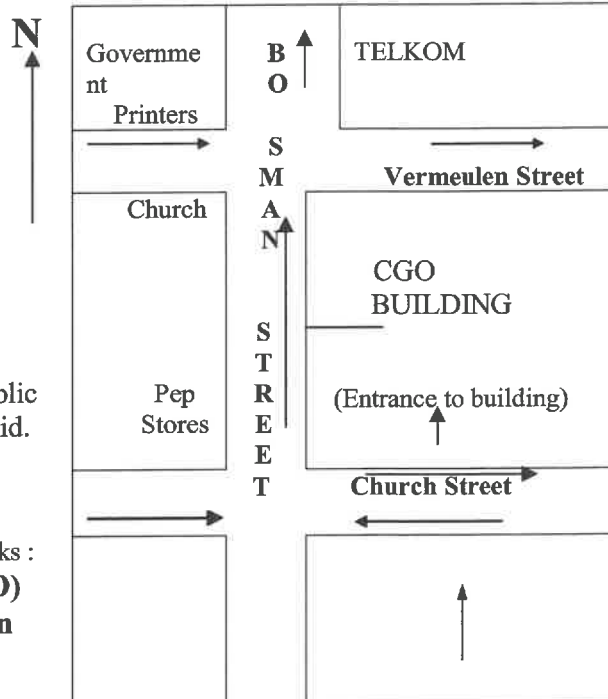
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
**c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	HP24/007GS	CLOSING DATE:	13/08/2024	CLOSING TIME:
	11:00AM			
DESCRIPTION	REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
Department of Public works: CGO Building: Bosman and Madiba ST				
Pretoria Central: Reception area				
OR POSTED TO:				
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65:				
Pretoria Central:0001				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR 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).

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.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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.

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

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *description of works*

Project title:	Request for proposals for appointment of a Travel Management Company to provide Travel management Services to the National Department of Public Works and Infrastructure for a period of 36 months		
Bid no:	HP24/007GS		
Advertising date:	19 JULY 2024	Closing date:	13 AUGUST 2024
Closing time:	11:00 am	Validity period:	84 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: ¹	Weighting factor:
A) Technical Evaluation: Travel Management Companies (TMC) to demonstrate their ability to provide a complete corporate travel management service through:	70
1. Bidders to provide the proposed account management structure/organogram reflecting the positions and names of staff that will be responsible of the Department of Public Works and Infrastructure's account. (Bidders must submit detailed CV's showing 3 or more years of experience in Travel). 5 CV's = 5 points 4 CV's = 4 points 3 CV's = 3 points 2 CV's = 2 points 1 CV = 1 point 0 CV = 0 point	10
2. Travel Management Companies to demonstrate that they can provide a corporate travel management service of similar annual volumes/transactions or more as that of the Department of Public Works and Infrastructure. Bidders to provide appointment letters from at least 5 different contactable existing/past clients with contracts of similar annual volumes/transactions or more (during the past 10 years) as that of the Department of Public Works and Infrastructure 2.1. 5 Appointment letters from at least (5) different contactable existing/past clients of similar volumes/transactions or more implemented = 5 points 2.2. 4 Appointment letters from at least (4) different contactable existing/past clients of similar volumes/transactions or more = 4 points 2.3. 3 Appointment letters from at least (3) different contactable existing/past clients of similar volumes/transactions or more implemented = 3 points 2.4. 2 Appointment letters from at least (2) different contactable existing/past clients of similar volumes/transaction or more implemented = 2 points 2.5. 1 Appointment letter from (1) contactable existing/past client of a similar volumes/transactions or more implemented = 1 point	25

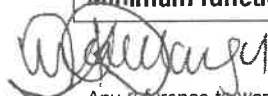


¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

<p>2.6 No appointment letter/s submitted = 0 point</p> <p>3. Travel Management Companies to demonstrate that they can provide an Online Travel Booking System to the Department.</p> <p>Bidders to submit a confirmation that they have an Online Booking System by providing the following:</p> <p>(i) Screenshot of their Online Booking System landing page indicating the name of the System and bookable services.</p> <p>(ii) Itinerary of the previous Online booking</p> <p>(iii) A list of testimonials/reference letters from at least (5) different contactable existing and/past clients reflecting the utilisation of an Online Travel Booking System (for at least 3 years)</p> <p>3.1. 5 and more clients utilising an Online Travel Booking System with screenshot and itinerary = 5 points</p> <p>3.2. 4 Clients utilising an Online Travel Booking System with screenshot and itinerary = 4 points</p> <p>3.3. 3 Clients utilising an Online Travel Booking System with screenshot and itinerary = 3 points</p> <p>3.4. 2 Clients utilising an Online Travel Booking System with screenshot and itinerary = 2 points</p> <p>3.5. 1 Client utilising an Online Travel Booking System with screenshot and itinerary = 1 point</p> <p>3.6. No clients utilising an Online Travel Booking System with no screenshot and no itinerary = 0 point</p>	<p>25</p>
<p>4. Bank credit rating</p> <p>The bidder must supply the Bank Credit Rating Letter issued by reputable banking institution</p> <p>4.1. Rating A = 5 points</p> <p>4.2. Rating B = 4 points</p> <p>4.3. Rating C = 3 points</p> <p>4.4. Rating D = 2 points</p> <p>4.5. Rating E to H = 0 point</p>	<p>10</p>
<p>B. LIVE PRESENTATION/DEMONSTRATION</p> <p>All bidders that passed the first phase will do a presentation to the BEC. Minimum qualifying score (out of 70) for phase one before the presentation is 40.</p> <p>Live demonstration (not exceeding 90 minutes) of the proposed Online Travel Booking System to be implemented based on the following criteria:</p> <p>Single sign-on to access all features</p> <p>The ability of the system to book flights, accommodation and car rental</p> <p>Ability of the system to amend and cancel core travel types</p> <p>System's cost saving strategies</p> <p>Different levels of approval types</p> <p>Ability to identify and manage deviations</p> <p>Controls and compliance to National Treasury Framework</p> <p>Integrated reporting capability</p> <p>Mobile ability to approve travel</p> <p>Capability and timeframes to roll out the system</p> <p>Training and online support</p> <p>Bidder satisfies the above requirements = 5 points</p> <p>Bidder does not satisfy the above requirements = 0 points</p>	<p>30</p>
<p>Total</p>	<p>100 Points</p>

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70
--	----



(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

National Treasury Instruction 4 of 2017: minimum Bid Specification requirements for Travel management Services reflects the minimum bid specification, evaluation and adjudication requirements to be implemented by Departments. It is expected of Bidders to demonstrate their ability to provide a travel management service that is consistent and reliable and will maintain a high level of traveller satisfaction in line with service levels. They must achieve significant cost savings without any degradation in the services and appropriately contain the Department's and the travellers risks.

Technical Evaluation: Bidders will be evaluated out of 100 points and are required to achieve a minimum of 70 points out of 100 points.

2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
---	---

2.1. Indicate which preference points scoring system is applicable for this bid:

<input type="checkbox"/> 80/20 Preference points scoring system	<input checked="" type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
---	--	---

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	<input checked="" type="checkbox"/>	Attendance of a compulsory briefing session
8	<input checked="" type="checkbox"/>	Submission of certified copies of valid IATA and ASATA certificates
9	<input checked="" type="checkbox"/>	Completion in full of the Technical Scorecard and Bidders Compliance checklist (Annexure A2)
10	<input checked="" type="checkbox"/>	Completion in full of the pricing Schedule, Annexure A1 (On-site and Off-site Services) as per paragraph 16 of the Request for Proposal
11	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.



Notice and Invitation to Bid: PA-04 (GS)

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	Submission of (PA-09): List of returnable documents
8	<input type="checkbox"/>	Submission of (PA-16): Preference Points Claim form in terms of the Preferential Procurement Regulations 2022
9	<input checked="" type="checkbox"/>	Submission of 3 years of Annual Financial Statements
10	<input type="checkbox"/>	

3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none">SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none">Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Any account or statement which is in the name of the bidder. <p>Or</p>



Notice and Invitation to Bid: PA-04 (GS)

			<ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input checked="" type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal
www.etenders.gov.za

- ☒ Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street, CGO Building. A non-refundable bid deposit of R 1000.00 is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at 256 Madiba Street, CGO Building on 30/07/2024 starting at 11:00. Venue Room 161. *(if applicable)*

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Ms letty Mahlangu	Telephone no:	012 406 1451
Cellular phone no	060 981 8491	Fax no:	
E-mail	Letty.Mahlangu@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Ms Mannukoana Ramotheba	Telephone no:	012 406 1800
Cellular phone no		Fax no:	
E-mail	Mannukoana.Ramothaba@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 PRETORIA 0001 ATTENTION: PROCUREMENT SECTION: ROOM 121</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>256 Central Government Offices Madiba Street Reception</p>
--	----	---



**PA-09 (GS): LIST OF RETURNABLE DOCUMENTS**

Project title:	REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS		
Project Leader:	LETTY MAHLANGU	Bid / Quote no:	HP24/007GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Pages	<input type="checkbox"/>
Map	01 Pages	<input type="checkbox"/>
Bid form of offer (PA 32)	03 Pages	<input type="checkbox"/>
PA 04 (GS):Notice and invitation to tender	07 Pages	<input type="checkbox"/>
PA 09 (GS):List of returnable documents	01 Pages	<input type="checkbox"/>
PA-10(GS):General Conditions of contract	10 Pages	<input type="checkbox"/>
PA-11(GS) Bidder's Disclosure	03 Pages	<input type="checkbox"/>
PA-15.1: Resolution of board of Directors	02 Pages	<input type="checkbox"/>
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	<input type="checkbox"/>
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	<input type="checkbox"/>
PA-16: Preference Points Claim Form	10 Pages	<input type="checkbox"/>
Terms of reference	47 Pages	<input type="checkbox"/>
Annexure A1 (Pricing schedule)	03 Pages	<input type="checkbox"/>
Annexure A2 (Technical scorecard & compliance checklist)	23 Pages	<input type="checkbox"/>
Annexure A3 (Online travel booking system requirements)	10 Pages	<input type="checkbox"/>
Annexure A4 (Draft service level standards)	10 Pages	<input type="checkbox"/>
Annexure A5 (Departmental Procedures)	17 Pages	<input type="checkbox"/>
Annexure A6 (Long term vehicle rental/fleet requirements)	09 Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. **Definitions**
2. **Application**
3. **General**
4. **Standards**
5. **Use of contract documents and information; inspection**
6. **Patent rights**
7. **Performance security**
8. **Inspections, tests and analysis**
9. **Packing**
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

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 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

33. National Industrial Participation Programme (NIPP)

- 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.

Name of Bidder	Signature	Date

PA-11: 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 (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- ☐ The applicable preference point system for this tender is the **80/20** preference point system.
- ☒ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input checked="" type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

			<ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<p>Or</p> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Any account or statement which is in the name of the bidder.

			<p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

☒ **NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

				<ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	OR			
5. <input checked="" type="checkbox"/>		An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

- of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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 1,2 and 3 above 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 4: 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)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		

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)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**



**Request for Proposals for appointment of a Travel Management Company to
provide Travel Management Services to the National Department of Public
Works and Infrastructure for a period of 36 months**

BID NUMBER: HP24/007GS

Closing date: 13 August 2024

Closing time: 11:00

TENDER BOX ADDRESS:

*CGO Building
256 Madiba Street
Pretoria*

FINAL 18 JULY 2024

1

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

TABLE OF CONTENT

1.	INTRODUCTION.....	4
2.	PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP).....	4
3.	DEFINITIONS	5-6
4.	LEGISLATIVE FRAMEWORK OF THE BID.....	7-8
5.	BRIEFING SESSION	8
6.	TIMELINE OF THE BID PROCESS	8
7.	CONTACT AND COMMUNICATION	8-9
8.	LATE BIDS.....	10
9.	COUNTER CONDITIONS	10
10.	FRONTING	10
11.	SUPPLIER DUE DILIGENCE.....	11
12.	SUBMISSION OF PROPOSALS.....	11-13
13.	PRESENTATION / DEMONSTRATION	14
14.	DURATION OF THE CONTRACT	14
15.	SCOPE OF WORK	14
15.1.	Background.....	14-15
15.2.	Travel Volumes	15-16
15.3.	Service Requirements.....	17
15.3.1.	General	17-18
15.3.2.	Traditional Bookings reservations	18-19
15.3.3	Online Travel Booking System.....	20-21
15.3.4.	Air Travel.....	21
15.3.5.	Accommodation	22
15.3.6.	Car Rental and Shuttle Services	22-23
15.3.7.	Conferences and Workshops	24
15.3.8.	Group Travel Management-Buses	24
15.3.9.	Afterhours and Emergency Services	24
15.4.	Communication	25
15.5.	Financial Management.....	25-26
15.6.	Technology, Management Information and Reporting	26-28
15.7.	Account Management	28-29
15.8.	Value Added Services.....	29
15.9.	Cost Management.....	30
15.10.	Quarterly and Annual Travel Reviews	30
15.11.	Office Management.....	30-31
15.12.	Locations.....	31
15.13.	On-site Facilities.....	32
16.	PRICING MODEL	32
16.1.	Transaction Fees	32-33
16.2.	Volume driven incentives	33
17.	EVALUATION AND SELECTION CRITERIA.....	33-34
17.1.	Gate 0: Responsiveness Criteria.....	34
17.2.	Gate 1: Technical Evaluation Criteria = 100 points	35-36
17.3.	Gate 2: Price and Preferential Procurement Points Allocation.....	36-39

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

18.	GENERAL CONDITIONS OF CONTRACT	39-40
19.	CONTRACT PRICE ADJUSTMENT	40
20.	SERVICE LEVEL AGREEMENT	40-41
21.	SPECIAL CONDITIONS OF THIS BID	41-42
22.	DECLARATION	42-43
23.	CONFLICT OF INTEREST, CORRUPTION AND FRAUD	42-44
24.	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	44
25.	PREPARATION COSTS	44
26.	INDEMNITY	45
27.	PRECEDENCE	45
28.	LIMITATION OF LIABILITY	45
29.	TAX COMPLIANCE	45
30.	TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	45
31.	GOVERNING LAW	46
32.	RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	46
33.	CONFIDENTIALITY	46-47
34.	PROPRIETARY INFORMATION	47
35.	AVAILABILITY OF FUNDS	47

Annexures

- A1 Pricing Schedule
- A2 Technical Scorecard and Compliance Checklist
- A3 Online Travel Booking System Requirements
- A4 Draft Service Level Standards
- A5 Departmental Procedures
- A6 Long Term Vehicle Rental / Fleet Requirements

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

1. INTRODUCTION

The Department of Public Works and Infrastructure is uniquely placed to promote the government's objectives of economic development, good governance and rising living standards and prosperity by providing and managing the accommodation, infrastructure needs of national departments, by leading the National Expanded Public Works Programme and transformation of the construction and property industries.

The Department of Public Works and Infrastructure's mandate is the custodian and management of all national governments' fixed assets, this includes the determination of accommodation requirements, rendering expert built environment services to client departments, the acquisition, maintenance and disposal of such assets. The Department of Public Works and Infrastructure operates from its head office based in Pretoria and is supported by 11 Regional Offices.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the National Department of Public Works and Infrastructure as of 1 October 2024.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by the Department of Public Works and Infrastructure for the provision of travel management services to the Department.

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

3. DEFINITIONS

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

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

Air travel means travel by airline on authorised official business.

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

Bill-back means the supplier sending the bill back to the TMC, who, in turn, invoices the Department of Public Works and Infrastructure for the services rendered.

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

Department means the Department of Public Works and Infrastructure and the Ministry of Public Works and Infrastructure that requires a travel management services

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

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

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

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

Ministry refers to the Office of the Minister and the Deputy Minister inclusive of their support staff.

Online Travel Booking System (OTBS) refers to web based software to enable online booking of travel.

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

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

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

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

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

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

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

Traveller refers to a Departmental official, consultant or contractor travelling on official business on behalf of the National Department of Public Works and Infrastructure, PMTE and the Ministry of Public Works.

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

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

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

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

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

VAT means Value Added Tax.

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

4. LEGISLATIVE FRAMEWORK

4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to the Department of Public Works and Infrastructure and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidders are in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 4.1.4. It is a requirement that the bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidders tax compliance status and by submitting this bid such information is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and DPWI shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub – contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

The Department of Public Works and Infrastructure has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Preferential Procurement Regulations 2022.

4.3. Technical Legislation and/or Standards

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

5. COMPULSORY BRIEFING SESSION

A compulsory briefing and clarification session will be held at the CGO Building, Room 161, 256 Madiba Street, Pretoria, on the 30 July 2024 at 11h00 to clarify the scope and extent of work to be executed.

Non-attendance of the briefing session will lead to disqualification.

6. TIMELINE OF THE BID PROCESS

6.1 Bid closure

The bidder accepts that, if the Department extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6.2 Validity

The period of validity of the tender and the withdrawal of offers, after the closing date and time is 84 calendar days.

7. CONTACT AND COMMUNICATION

- 7.1. A nominated official of the bidder(s) can make technical enquiries in writing to **Ms Letty Mahlangu**, via email Letty.Mahlangu@dpw.gov.za and/or **(012) 406 1451**. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated SCM practitioner **Ms Mannukoana Ramotheba**, via email Mannukoana.Ramotheba and/or **(012) 406 1800** may communicate with Bidder(s) where clarity is sought on the bid proposal on Supply Chain Management.

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

- 7.3. Any communication to an official or a person acting in an advisory capacity for the Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and the Department must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, the Department of Public Works and Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department of Public Works and Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

- 10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.
- 10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Public Works and Infrastructure may have against the Bidder / contractor concerned.

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

11. SUPPLIER DUE DILIGENCE

The Department of Public Works and Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requesting of additional information.

12. SUBMISSION OF PROPOSALS

- 12.1.** Bid documents may be posted to Private Bag X65, Pretoria, 0001 OR placed in the tender box at the Central Government Offices (CGO), Building 256 Madiba Street, Pretoria on or before the closing date and time.
- 12.2.** Bid documents will only be considered if received by the Department of Public Works and Infrastructure before the closing date and time, regardless of the method used to send or deliver such documents.
- 12.3.** **The bidder(s) are required to clearly mark the proposals.** Bidders must submit two (2) sets of each file (one (1) original and one (1) duplicate) by the closing date. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE and PREFERENCE)
Chapter 1: BID documents (Refer to PA-09 (GS): List of Returnable documents.	Chapter 7: Pricing Schedule completed in full (Refer to Section 16-Pricing Model and Annexure A1 - Pricing Schedule Template)
Chapter 2: <ul style="list-style-type: none"> • Copy of the certified valid IATA License • Copy of the certified valid ASATA License 	Chapter 8: 3 Years Financial Statements (Statement of comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes)
Chapter 3:	Chapter 09:

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

<ul style="list-style-type: none"> • Technical Scorecard and Compliance Checklist: Annexure A2 completed in full Response for Technical Evaluation • Supporting documents for technical responses in line with the Technical Scorecard and Compliance Checklist at Annexure A2 and labelled, following the numbering and sequence in the said document. <p><i>(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Technical Scorecard and Compliance Checklist)</i></p> <ul style="list-style-type: none"> • Appointment letters from at least (5) different contactable existing/recent clients (over the past 10 years) reflecting annual contract values of a similar size as DPWI • Testimonials reference letters from at least (5) contactable existing/recent clients (for at least 3 years) confirming the utilization of an Online Travel Booking System. • Detailed CVs showing 3 or more years of experience for the positions of Key Account Manager, Operations Manager, Conference Manager, Finance Manager and In-house Manager 	<p>Bank Credit Rating Letter</p>
<p>Chapter 4:</p> <ul style="list-style-type: none"> • Online Travel Booking System (Refer to Annexure A3) • Detailed implementation plan of the system • Detail the management and potential cost savings for the Department • Provide Screenshot of landing page • Itinerary of a previous booking 	

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

<p>Chapter 5:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Service Level Standards (Refer to Service Level Standards Annexure A4) • Departmental Procedures (Refer to Annexure A5) • Long term vehicle/fleet requirements (Refer to Annexure A6) 	
<p>Chapter 6:</p> <ul style="list-style-type: none"> • Company Registration (CIPC) • Company Profile • Any other supplementary information 	

12.4 Bidders are requested to initial each page of the tender document.

13. PRESENTATION / DEMONSTRATION

The Department of Public Works and Infrastructure will request live presentation/demonstrations from the short-listed bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty six) months with an option to renew for an additional 12 (twelve) months on the same terms and conditions. The renewal of the contract will be at intervals of 6 (six) months each.

15. SCOPE OF WORK

15.1. Background

The Department of Public Works and Infrastructure currently uses a TMC to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a **20% manual process and 80% online.**

The manually travel requisition is captured on the forms that go through a manual authorisation procedure before an order is issued. The Travel Order Office will then send the verified and approved form with the order number to the Travel Management Company to process the booking.

The online booking tool is an automated web based system and can be accessed using either a computer or a cell phone. The Online Booking Tool must allow the traveller to select services for flights, accommodation and car rentals. The system must allow for several approval requirements before generating an order.

The Department of Public Works and Infrastructure primary objective in issuing this RFP is to enter into agreement with successful bidder(s) who will achieve the following:

- a) Provide the Department of Public Works and Infrastructure with the travel management services that are consistent and reliable and will maintain a high level of Traveller satisfaction in line with the service levels;
- b) Provide an Online Travel Booking System that is accessible, user friendly and compliant with the National Treasury requirements;

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

- c) Achieve significant cost savings for the Department of Public Works and Infrastructure without any degradation in the services;
- d) Appropriately contain the Department of Public Works and Infrastructure risk and the Traveller's risk.
- e) Advise the Department of Public Works and Infrastructure on all travel related matters that may affect the Department.

15.2. Travel Volumes

The current volumes per annum include air travel, accommodation, car hire, conferences etc. The tables below detail the number of transactions from 1 July 2022 to 30 June 2023 are as follows:

The Department of Public Works and Infrastructure

Service Category	Transactions
Air Travel - Domestic	13 093
Air Travel - Regional & International	208
Car Rental - Domestic	16 783
Car Rental - Regional & International	2
Accommodation - Domestic	25 031
Accommodation - Regional & International	70
Shuttle Services/Transfers – Domestic, Regional & International	4 878
Conferences/Events	341
International Travel Insurance	63
After Hours	1 477
Travel Lodge Card Reconciliation	12
Other	32 292
Grand Total	94 583

*Note: The above figures are based on the 1 July 2022 to 30 June 2023 expenditure and may change during the tenure of the contract. The figures are meant for **illustration purposes only** to assist the bidders to prepare their proposal.*

Note: "Other" on the above table refers to the following:

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

Air Travel International, Regional, Domestic re-issue; Refunds in all air types; Car Rental long term domestic; Accommodation pre-payments; bus/coach bookings; train bookings-international; courier services for travel docs; SMS notifications; cancellations of all booking types; amendment to bookings all types; additional ad-hoc reports; customized reports; online booking cost per traveller PNR; training sessions on online booking tool; Debtors account recon; USB monthly reports; Online travel booking system offline-requests; Online travel booking system all modules set-up)

15.3. Service Requirements

15.3.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of the Department of Public Works and Infrastructure, locally and internationally. This will include the Ministry, employees and contractors, consultants and clients where the agreement is that the Department of Public Works and Infrastructure is responsible for the arrangements and cost of travel.
- b. Provide travel management services to the Department of Public Works and Infrastructure during normal office hours (Monday to Friday 07h30-17h00) and provide after hours and emergency services as stipulated.
- c. Provide an Online Travel Booking System that can be utilised by travel bookers or Travellers and provide the necessary support required.
- d. Familiarisation with current DPWI travel business processes.
- e. Familiarisation with current travel suppliers and negotiated agreements that are in place between the National Treasury /Department of Public Works and Infrastructure and third parties. Assist with further negotiations for better deals with travel service providers.
- f. Familiarisation with the current DPWI Travel Policy and implementations of controls to ensure compliance.
- g. Penalties incurred as a result of the inefficiency or fault of a TMC consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- h. Provide a facility for the Department of Public Works and Infrastructure to update their Travellers' profiles.
- i. Assist to manage the third party service providers by addressing service failures and complaints against these service providers.
- j. TMC must provide a detailed transition plan for implementing the service without interruptions to the operations of the Department and engage with the incumbent service provider to ensure a smooth transition.

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- k. TMC must provide testimonials/reference letters from at least (5) different contactable existing/recent clients (over the past 10 years) reflecting annual contract values of a similar size as Department Of Public Works and Infrastructure.
- l. TMC must provide testimonials/reference letters from at least (5) different contactable existing and or recent clients (for at least years) confirming the utilisation of an Online Travel Booking System.
- m. The bidder must be registered with IATA (International Association of Travel Agents) and must be a member of ASATA (Association of South African Travel Agents) certified copies of valid IATA and ASATA certificates must be submitted with the bid at the closing date and time.
- n. The bidder must provide the proposed account management structure/organogram reflecting the positions and names of the staff that will be responsible for the Department of Public Works and Infrastructure's account. Bidder must also submit detailed CVs showing 3 or more years of experience in Travel for Key Account Manager, Operations Manager, Conference Manager, Finance Manager and In-house Manager.

15.3.2. Traditional Bookings Reservations

The Travel Management Company will in instances that the Online Booking Tool (OBT) is not used and for International Travel following the following traditional booking process:

- a. Receive a Travel Request from Travellers and / or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approved Booking Forms and order number, the travel agent will issue the required e –tickets and vouchers immediately and send it to the travel booker and Traveller via the agreed communication medium.
- b. Always endeavour to make the most cost effective travel arrangements based on the request from the Traveller and /or travel booker.
- c. Apprise themselves of all travel requirements for destinations to which Travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- d. Obtain price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the Traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. Must issue all necessary travel documents, itineraries and vouchers timeously to Traveller(s) prior to departure dates and times.
- j. Advise the Traveller of all visa and inoculation requirements well in advance.
- k. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- l. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the Traveller(s) where visas will be required.
- o. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by the Department of Public Works and Infrastructure are **non-commissionable**, where commissions are earned for the Department of Public Works and Infrastructure bookings all these commissions should be returned to the Department of Public Works and Infrastructure on a quarterly basis.
- p. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department of Public Works and Infrastructure.

- q. Timeous submissions of proof that services have been satisfactorily delivered (invoices) as per the Department of Public Works and Infrastructure's instructions.

15.3.3. Online Travel Booking System (OTBS)

The Department requires an Online Travel Booking System that will facilitate travel procurement and streamline the travel booking process to reduce cost and improve control through compliance with the National Treasury Travel Framework and internal travel policies

The TMC must have the capability to implement an Online Travel Booking System to facilitate domestic bookings with the required service providers to optimise the services and related fees through:

- (a) A single sign on to access all features and travel content
- (b) A single package solution
- (c) An integrated profile management with a single universal traveller profile
- (d) The ability to book, amend and cancel flights, accommodation and car rental.
- (e) To comply with the National Treasury Travel Framework and all requirements of cost containment measures.
- (f) Online approval process to obtain the necessary approvals for travel and or deviations according to the Departmental delegations
- (g) The OTBS should have the intellect of not issuing if travel is not approved by delegated official
- (h) The OTBS should be able to detect if an existing booking exist in the system in order to avoid duplicate bookings
- (i) The OTBS must have an integrated reporting ability linking the invoicing and payments to the order
- (j) The OTBS must cater for air travel, accommodation establishments and car rentals, reflecting the negotiated rates and the stipulated written directives issued by National Treasury or DPWI
- (k) In the event that the OTBS is offline the TMC should be able to allow the traveller/travel booker to submit the travel request manually

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- (l) The TMC should be able to capture the travel request on behalf of the traveller in case of emergency or if the OTBS is offline
- (m) The OTBS should allow for the integration with a Departmental provided package solution (**Refer to Annexure A3**)
- (n) TMC must provide regular training on the OTBS and provide support to travel bookers / Travellers during official working hours.

15.3.4. Air Travel

- a. Full service carriers as well as low cost carriers must be available.
- b. The most cost effective airfares must be negotiated for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- g. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Department and provide a report on the management of the refunded tickets on a quarterly basis.
- h. The TMC must during their reporting period provide proof that discounted rates on the published fares are available.
- i. Ensure that Travellers are always informed of any travel news regarding airlines (such as baggage policies, checking in arrangements, etc.)
- j. Assist with lounge access for business class travellers if and when required.

15.3.5. Accommodation

- a. The TMC will provide accommodation for guesthouses, hotels, lodges and self-catering as required by National Treasury.
- b. The TMC will provide establishments that provide the best available price within the maximum allowable rate and that is located as close as possible to the venue, office, required location or destination of the Traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel groups, private hotels, guest houses) in accordance with the Department's travel policy.
- d. Should there be no rate agreement in place at the destination, or should the contracted establishment be unable to accommodate the Traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the Traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury, or the Department of Public Works and Infrastructure.
- e. Accommodation must be invoiced to the Department monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellations fees

15.3.6. Car Rental and Shuttle Services

- a. The TMC must provide short term car rental (500km and less for return trips) and long term car rentals (500km and more for return trips).
- b. The TMC must provide the approved category vehicle in accordance with the Department's Travel Policy with the appointed car rental service providers.
- c. The TMC must ensure that relevant information is shared with Travellers regarding rental vehicles e.g. e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include but not limited to rail, buses and transfers.

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

- e. The TMC will book transfers in line with the Department's Travel Policy with the appointed and/or alternative service providers. Transfers can also include but, not limited to bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the Department of Public Works and infrastructure and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies
- g. The TMC must provide proof that negotiated rates were booked, where applicable.

15.3.7. Conferences and Workshops

- a. The TMC should cater for group arrangements for conferences according to the configured number of travellers as per the National Treasury requirements.
- b. The TMC will obtain three price comparisons from accommodation establishment that provides venue and facilities for conferences at the best available rate within the maximum allowable rates and located as close as possible to the office or location or destination required.
- c. The TMC should arrange for blocked accommodation bookings at negotiated rates.
- d. The TMC should prepare an analysis of each venue and submit a comparison to the Department on what each venue offers vs the specification submitted;

15.3.8. Group Travel Management - Buses

The TMC should cater for bus booking arrangements according to the configured number of travellers as per the National Treasury Travel Framework.

15.3.9. After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services (17h00 to 7h30) must be provided from Monday to Friday outside the official working hours (7h30 to 17h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all Travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 72 hours.
- f. The TMC should submit the after-hours information the following day after travel has taken place.

15.4. Communication

- 15.4.1. The TMC must conduct workshops and training sessions for Travel Bookers of the Department of Public Works and Infrastructure.
- 15.4.2. All enquiries must be dealt with and prompt feedback be provided in accordance with the Service Level Agreement.

The TMC must ensure sound communication with all stakeholders. Link the Traveller, Travel Coordinator, Travel Management Company in one smooth continuous workflow.

15.5. Financial Management

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

15.5.2. Tariff /Discount Adjustments

The TMC must furnish notices of imminent tariff adjustment in writing, especially in respect of air travel, car rental, shuttle services and ensure continuous negotiations for lower rates or higher discounts. Prices inclusive of VAT must be quoted in South African Rands.

- 15.5.3. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the Department of Public Works and Infrastructure for payment.
- 15.5.4. Enable savings on total annual travel expenditure and this must be reported and proof provided during quarterly reviews.
- 15.5.5. The Department is currently using the bill-back account facility, however the lodge card method for flights/air travel (domestic and international) and conferences is currently under consideration. Should the lodge card method be approved, the TMC will be required to offer a **bill-back account facility** to the Department for accommodation, car rentals, transfers etc.
- 15.5.6. Where applicable pre-payments will be required, these will be processed by the TMC. These may be occasionally required at short notice.

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- 15.5.7. The TMC must consolidate Travel Supplier bill-back invoices.
- 15.5.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Department of Public Works and Infrastructure on a weekly basis. This includes attaching the Travel Authorisation Form with an Order number and other supporting documentation to the invoices.
- 15.5.9. The TMC must consolidate Travel Supplier invoices for all conferences settled with lodge card timeously to avoid delays and interest charged on the card.
- 15.5.10. The TMC is responsible for the reconciliation and consolidation of invoices and supporting documentation for all transactions paid using lodge card to be provided to the Department of Public Works and Infrastructure on a weekly basis. This includes attaching the Travel Authorisation Form/Conference booking form with an Order number and other supporting documentation to the invoices.
- 15.5.11. The lodge card must not be used to pay any transaction fees to the TMC.
- 15.5.12. The TMC must ensure that travel supplier accounts are settled timeously.
- 15.5.13. **Any interest charged on the lodge card due to flagged transactions will be for the cost of the Travel Management Company.**
- 15.5.14. The TMC must during their reporting period provide proof that bookings were made against the discounted rates on the published fares where applicable
- 15.5.15. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Department and provide a report on refund management once a quarter.
- 15.6. Technology, Management Information and Reporting**
- 15.6.1. The TMC must consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.6.2. All management information and data input must be accurate.
- 15.6.3. Reports must be accurate and be provided as per the Department of Public Works and Infrastructure specific requirements by the required date.

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

Information must be available on a transactional level that reflect detail including the name of the Traveller, date of travel, spend category (example air travel, shuttle, accommodation).

- 15.6.4. The Department of Public Works and Infrastructure may request the TMC to provide additional management reports.
- 15.6.5. Reports must be available in an electronic format for example Microsoft Excel.
- 15.6.6. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

15.6.6.1. Travel

- a) After hours' Report;
- b) Incident Register;
- c) Management Report per the Ministry/ Branch/ Chief Directorate / Directorate / Regional Office (Air Travel, Car Rental, Accommodation, Shuttle Services, Railing, Bus and Shipping, Ferry, Support Services and Venues Report)
- d) Accommodation exceeding the National Treasury threshold
- e) Long term accommodation
- f) Car rentals (short term and long term);
- g) Extension of business travel to include leisure;
- h) Upgrade of class of travel (air, accommodation and ground transportation);
- i) Conference bookings;
- j) Bookings outside Travel Policy (Exception reports for all services);
- k) Air ticket Refund Reports;
- l) No show report (air tickets; accommodation; car rental; shuttles)
- m) Cancellation report;
- n) Any other Reports requested by the Department

15.6.6.2. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- c) Creditor's summary payments;
- d) Daily invoices;
- e) Car accidents or damages
- f) Credit Notes with supporting documents for each service
- g) Open voucher report, and
- h) Open Age Invoice Analysis (Accruals)
- i) Reconciliation of lodge card
- j) Any other Reports requested by the Department

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

15.6.8. DPWI requires monthly, quarterly and annual reports for the Ministry, the Department and the PMTE separately, stipulating Regional Office information on separate reports not later than the 5th working day of the Financial Quarter ending .The reports will reflect the detail required and the format will be agreed upon between the TMC and the Department.

15.7. Account Management

- 15.7.1. An Account Management structure should be put in place to respond to the needs and requirements of the Department, the PMTE and the Ministry and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 15.7.2. The TMC must appoint a dedicated Key Account Manager that is ultimately responsible for the management of the Department of Public Works and Infrastructure account.
- 15.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 15.7.5. The TMC must ensure that the Department of Public Works and Infrastructure's Travel Policy is enforced and must be conversant with the Subsistence and

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

Travel Policy and circulars of the Department and National Treasury upon appointment.

- 15.7.6. The TMC's in concurrence with the Department will enter into Service Level Agreements (SLA) with recommended supplier. Service contracts must be monitored by the TMC and reporting on performance must be forwarded to Department, the Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted quarterly to measure the performance of the TMC.
- 15.7.7. Ensure that training is provided to Travellers and/or Travel Bookers at Head Office and 11 Regional Offices on inception of the contract and follow up training within a six month period as well as follow-up training on the OTBS.
- 15.7.8. During quarterly reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.
- 15.7.9. It is expected of the Key Account Manager to visit all regional offices annually to address issues, concerns raised to assess the performance of the TMC.

15.8. Value Added Services

The TMC must provide the following value added services:

15.8.1. Destination information for regional and international destinations:

- a) Health warnings;
- b) Visa information;
- c) Travel alerts;
- d) Location of hotels and restaurants;
- e) Information including the cost of public transport;
- f) Rules and procedures of the airports;
- g) Airline baggage policy; and
- h) Supplier updates
- i) Weather updates

15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

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

15.9. Cost Management

15.9.1. The National Treasury cost containment prescripts and the Department of Public Works and Infrastructure's Travel Policy is establishing a basis for a cost saving culture.

15.9.2. It is the obligation of the TMC consultant to advice on the most cost effective option at all times, and the proposed cost should be within the framework of the National Treasury cost containment instructions.

15.9.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and Traveller satisfaction.

15.9.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the Department of Public Works and Infrastructure Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

15.10. Quarterly and Annual Travel Reviews

15.10.1. Quarterly reviews are required to be presented by the Travel Management Company on the Department's travel activities in the required period. These reviews are comprehensive and must be presented to the Department's SCM team as part of the performance management reviews based on the service levels.

15.10.2. The following reviews should be presented and be available in a report form:

- a) Cost Containment Measures related to Travel and Subsistence
- b) Travel Management Report
- c) Exception Reports
- d) Any other reports required

15.11. Office Management

DPWI requires the TMC to provide a single **On-Site Office** at their Head Office (Tshwane, Central Government Offices, Building, 256 Madiba Street, Pretoria

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

or alternative venue) that will also service all 11 Regional Offices. The TMC to ensure a high quality service to be delivered at all times to the Department's Travellers. The TMC is required to provide the Department of Public Works and Infrastructure with highly skilled and qualified human resources with the following roles but not limited to the numbers:

- a) 2 x Senior Consultants (On-site)
- b) 3 x Intermediate Consultants (On-site)
- c) 2 x Junior Consultants (On-site)
- d) In-house Manager (On-site)
- e) 2 x Admin Back Office (Creditors / Debtors/Finance Processors) (partially On-site)
- f) 2 x Consultants dedicated to Conferencing (Off-site)
- g) 1 x Online Travel Booking System Administrator (Off-site)
- h) 2 x Online Travel Booking System Consultants (On-site)
- i) 1 x Operations Manager (Off-site)
- j) 1 x Conference Manager (Off-site)
- k) 1x Finance Manager / Branch Accountant (Off-site)
- l) 1 x Key Account Manager (Off-site)

15.12. LOCATIONS

DPWI offices are situated in the following centres:

- a. Head Office Pretoria City Centre
- b. Regional Office Pretoria
- c. Regional Office Johannesburg
- d. Regional Office Polokwane
- e. Regional Office Nelspruit
- f. Regional Office Mmabatho
- g. Regional Office Bloemfontein
- h. Regional Office Kimberley
- i. Regional Office Cape Town
- j. Regional Office Gqeberha
- k. Regional Office Durban
- l. Regional Office Mthatha

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

15.13. ON SITE FACILITIES

15.13.1 It will be required of the TMC to provide a **centralised on-site In-house travel service** at the Central Government Offices Building, 256 Madiba Street, Pretoria. The Department will provide the following to the TMC at no cost:

- a. Office space,
- b. Electricity
- c. Cleaning services
- d. Access to the internal telephone system (external calls will be for the cost of the TMC)

15.13.2 Licensing, furniture, equipment, telephone expenses, ICT connectivity, staff salaries and all other running costs will be for the cost of the successful TMC.

15.13.3 The IT infrastructure for the On-Site office must be set within a period of 30 days after the awarding of the contract.

15.13.4 The TMC is responsible for arranging private parking for consultants stationed at the On-Site office. No parking will be provided by the Department.

16 PRICING MODEL

The Department of Public Works and Infrastructure requires bidders to cost **a pricing model** based on both **On-Site and Off-site** transactional fee models.

The successful bidder is required to cost for both on-site and off-site services because the successful TMC might need to operate off-site while they are still setting up/preparing the On-site office. Both costs (On-site and Off-site Services) must be included in the provided template on Annexure A1 Pricing Schedule.

16.1 Transaction Fees

Refer to Annexure A1: Pricing Schedule (on-site and off-site services)

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

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

16.1.2 The Bidder must further indicate the cost of the estimated percentage split between
Traditional (Manual) bookings of 20% and On-Line Travel bookings of 80%.

16.1.3 The transaction fee cost must include the overhead cost for an on-site and off-site
services.

16.2 Volume driven incentives

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

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

17 EVALUATION AND SELECTION CRITERIA

The Department of Public Works and Infrastructure has set minimum standards (Gates) that bidders need to meet in order to be evaluated and selected as the successful bidders. The minimum standards consist of the following:

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

Responsiveness criteria (Standard / Gate 0)	Technical Evaluation Criteria (Standard / Gate 1)	Price and Preference Evaluation (Standard / Gate 2)
<p>Bidders must submit all documents as outlined in paragraph 17.1 below and the PA-09 form.</p> <p>Only bidders that comply with ALL these criteria will proceed to Gate 1.</p>	<p>Bidder(s) are required to achieve scoring <u>a minimum score of 70 points out of 100 points</u> for the technical criteria to proceed to Gate 2.</p>	<p>Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.</p> <p>Bidders will be allocated preferential points based on their specific goals.</p>
<p>Risk Analysis</p> <p><i>Bidder(s) are required to submit a <u>Bank Credit Rating Letter issued by reputable banking institution</u> and a complete set of annual financial statements (Statement of Comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes) in the name of the bidding entity for the <u>past three (3) years</u>.</i></p> <p>A Risk Analysis will only be conducted on the qualifying bidders.</p> <p>Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorized individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.</p> <p>In the case of a Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission.</p>		

17.1 Gate 0: Responsiveness Criteria

Without limiting the generality of the Department of Public Works and Infrastructure other critical requirements for this Bid, bidder(s) must submit the documents listed in PA-04 form. All documents must be completed in full and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements on PA-04 form. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

17.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the Technical Scorecard and Compliance Checklist. Refer to **Annexure A2** for detailed information.

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

(a) Technical Evaluation and Demonstration of the Online Travel Booking System – Bidders will be evaluated out of 100 points and are required to achieve **minimum threshold of 70 points**.

For Technical Evaluation Bidders should be able to provide the following:

- i. Detailed CV's showing 3 or more years of experience in Travel for Key Account Manager, Operations Manager, Conference Manager, Finance Manager, In-house Manager.
- ii. Provide corporate Travel Management Services of a similar contract value as that of the Department, with letters from clients.
- iii. Utilisation of an Online Travel Booking System with contactable references, with letters from clients confirming the utilisation of an online Travel Booking System.
- iv. Bidder(s) are required to submit a Bank Credit Rating Letter issued by reputable banking institution.

Live Demonstration of the Online Travel Booking System – Bidders should be able to demonstrate the following:

Bidders that passed the first phase will do a presentation to the BEC. Minimum qualifying score (out of 70) for phase 1 before the presentation is 40

- i. Live demonstration of the Online Travel Booking System (OTBS) though the web and mobile capabilities addressing the following issues:
 - Single sign on to access all features
 - The ability to book flights, accommodation and car rental
 - Ability of the system to amend and cancel core travel types
 - System's Cost saving capabilities
 - Different levels of approval types

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- Ability to identify and manage deviations
- Integrated reporting with an ability to link travel reports with invoicing
- Mobile ability to approve travel
- Capability and timeframes to roll out the OTBS
- Training and Online support
- Controls and compliance to the National Treasury Travel Framework

The overall combined score must be equal or above 70 points in order to proceed to Gate 2 for Price and Preferential Procurement points evaluation.

As part of due diligence, the Department may conduct a site visit at any of the prospective bidder's client for validation of the services rendered. The choice of site will be at the Department of Public Works and Infrastructure sole discretion.

17.3 Gate 2: Price and Preferential Procurement Points Allocation.

Only Bidders that have met the minimum functionality point threshold of 70 in Gate 1 will be evaluated in Gate 2 for price and Preferential Procurement points. Price and Preferential Procurement points will be evaluated as follows:

In terms of the Preferential Procurement Regulations of 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and DPWI Preferential Procurement Policy, responsive bids will be adjudicated on the 80/20 or 90/10-preference point system in terms of which points are awarded to bidders.

Bids received for the Department will be adjudicated on the 80/20 or 90/10 preference point depending on the value of the bids received.

17.3.1 Stage 1 – Price Evaluation (80 or 90 Points)

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

80/20

or

90/10

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

17.3.2 Stage 2 – Preferential Procurement Points Allocation (20 or 10 Points)

Table 3: Preferential Procurement Points allocation

Specific goals allocated point in terms of this tender	Number of Points 90/10	Number of Points 80/20
1. An EME or QSE or any entity which is at 51 % owned by Black people (mandatory)	4	-
2. Located: In a specific Local Municipality or District Municipality or Metro or Province area for work to be rendered in that area (mandatory)	2	-
3. An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	-
4. An EME or any entity which is at least 51 % owned by people with black people with disability (mandatory) OR	0	-
5. An EME or QSE or		-

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

any entity which is at least 51% owned by black youth (mandatory)	2	
---	---	--

Preferential Procurement points will be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (PA-16)
and the supporting documents reflected below;

The checklist below indicates the Preferential Procurement points documents that must be submitted for this tender. Failure to submit the required documents will result in TMC's not being scored on preference.

Table 4: Preferential Procurement points documents that must be submitted

Specific Goals	Documentation to be submitted by bidders to validate their claim for points
1. An EME or QSE or any entity which is at 51 % owned by Black people	<ul style="list-style-type: none"> • SANAS Accredited B-BBEE Certificate or a sworn affidavit where applicable
2. Located: In a specific Local Municipality or District Municipality or Metro or Province area for work to be rendered in that area	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder Or • Any account or statement which is in the name of the Bidder Or • Permission to Occupy from local chief in case of rural area Or • Lease Agreement which is in the name of the bidder
3. An EME or QSE or any entity which is at least 51% owned by black women	<ul style="list-style-type: none"> • SANAS Accredited B-BBEE Certificate or a sworn affidavit where applicable

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

<p>4. An EME or any entity which is at least 51 % owned by black people with disability</p>	<ul style="list-style-type: none"> • SANAS Accredited B-BBEE Certificate or a sworn affidavit where applicable And • Medical Certificate indicating that the disability is permanent Or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent
--	--

Joint Ventures and Consortiums

A trust consortium or joint venture (including the unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by SANAS accredited service provider. Zero (0) points will be awarded if separate B-BBEE certificates or a sworn affidavit are submitted.

Bidders must submit concrete proof of the existence of joint venture and /or consortium arrangements. The Department of Public Works and Infrastructure will accept signed agreements as acceptable proof of the existence of a joint venture and /or consortium arrangement.

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

18 GENERAL CONDITIONS OF CONTRACT

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

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

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

- b. The bidder submitting the General Conditions of Contract to the Department of Public Works and Infrastructure together with its bid, **duly signed by an authorised representative of the bidder.**

19 CONTRACT PRICE ADJUSTMENT

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

20 SERVICE LEVEL AGREEMENT

- 20.1 Upon award the Department of Public Works and Infrastructure and the successful bidders will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Department of Public Works, more or less in the format of the draft Service Level Standards attached as **Annexure A4.**
- 20.2 The Department of Public Works and Infrastructure reserves the right to vary the proposed terms and conditions of the draft Service Level Standards during the course of negotiations with a bidder by amending or adding thereto.
- 20.3 Bidder(s) are requested to:
- a. Comment on the Draft Service Level Standards and where necessary make proposals thereto ;
 - b. Each comment and/or amendment must be explained; and
 - c. All changes and/or amendments to the Service Level Standards must be in an easily identifiable colour font and tracked for ease of reference.
- 20.4 The Department of Public Works and Infrastructure reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the Department of Public Works and Infrastructure or pose a risk to the organisation.

21 SPECIAL CONDITIONS OF THIS BID

The Department of Public Works and Infrastructure reserves the right:

- 21.1. To award this tender to bidders that did not score the highest total number of points, only in accordance with section 2(1) of PPPFA (Act 5 of 2000)
- 21.2. To negotiate with two or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 21.3. To accept part of a tender rather than the whole tender.
- 21.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 21.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 21.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.7. To conduct a Risk Analysis inclusive of a Financial Statement Analysis on the recommended bidders after completion of the pricing and BEE evaluation stage. In this regard bidders are referred to Section 17 (EVALUATION AND SELECTION CRITERIA) in terms of which bidders are required to submit completed sets of annual financial statements for 3 (three) periods, in the name of the bidding entity.
- 21.8. To award a tender based on which bidders are offering the best value for money, even if such Tender is not the lowest priced tender.
- 21.9. Not to award the tender to the bidder whose financial statements are not in order.

21.10. Award to multiple bidders to spread the risk.

21.11. To require a successful security clearance for the recommended bidders and consultants.

22 DECLARATION

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

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

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of The Department of Public Works;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the Department fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Department of Public Works;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department of Public Works and Infrastructure as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the Department of Public Works and Infrastructure will not be used or disclosed unless the written consent of the client has been obtained to do so.

23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1 The Department of Public Works and Infrastructure reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department of Public Works and Infrastructure or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department of Public Works and Infrastructure officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; has in the past engaged in any matter referred to above; or has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

25 PREPARATION COSTS

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

26 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department of Public Works and Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS**

27 PRECEDENCE

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

28 LIMITATION OF LIABILITY

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

29 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The Department of Public Works and Infrastructure reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department of Public Works, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department of Public Works and Infrastructure further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

30 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS (NATIONAL TREASURY)

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

31 GOVERNING LAW

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

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Department of Public Works and Infrastructure 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 of Public Works and Infrastructure will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

33 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department of Public Works and Infrastructure examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the Department of Public Works and Infrastructure remain proprietary to the Department of Public Works and Infrastructure and must be promptly returned to the Department of Public Works and Infrastructure upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

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

REQUEST FOR PROPOSALS FOR APPOINTMENT OF A TRAVEL MANAGEMENT
COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE NATIONAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36
MONTHS

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

34 PROPRIETARY INFORMATION

Bidders will make a declaration that they did not have access to any the Department of Public Works and Infrastructure proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

35 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid the Department of Public Works and Infrastructure may terminate the agreement at its own discretion or temporary suspend all or part of the services by notice to the successful bidders who shall immediately make arrangements to stop performance of the services and minimize further expenditure, provided that the successful bidders shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

OoOoo