

TENDER FOR APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY FOR THE DEPARTMENT OF PLANNING MONITORING AND EVALUATION(DPME) FOR THE PERIOD OF THIRTY SIX(36) MONTHS -  
TENDER NUMBER:DPME 01-2018 / 19

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planning, monitoring  
& evaluation

Department:  
Planning, Monitoring and Evaluation  
REPUBLIC OF SOUTH AFRICA

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**DESCRIPTION:**

**TENDER FOR APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY FOR THE DEPARTMENT OF PLANNING, MONITORING & EVALUATION (DPME) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

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**TENDER NUMBER: DPME 01-2018/19**

<b>DATE ISSUED:</b>	<b>29 June 2018</b>
<b>CLOSING DATE &amp; TIME:</b>	<b>20 July 2018 at 12:pm</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 days after closing date</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>06 July 2018 at 10: am at 330 Grosvenor Street, Hatfield, Pretoria</b>

**TENDER BOX ADDRESS:**

DEPARTMENT OF PLANNING, MONITORING & EVALUATION (DPME)  
330 GROSVENOR STREET  
HATFIELD, PRETORIA  
0083

<b>ENQUIRIES</b>	
<b><u>SCM documents / procedures:</u></b> Ms Ziyanda Mtwu-Modupe e-mail: Ziyanda@dpme.gov.za	<b><u>Technical / specifications:</u></b> Mr Lugisani Rambau e-mail: Lugisani.Rambau@dpme.gov.za

**LATE SUBMISSIONS WILL NOT BE ACCEPTED BY DPME**

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## 1. INTRODUCTION AND PURPOSE

- 1.1. The DPME is uniquely placed to contribute to the vision of improving government outcomes and impact on society.
- 1.2. DPME's key mandate is to facilitate development of plans, monitor performance of National and Provincial departments and municipalities, carrying out evaluations as well as promoting good planning and M&E practices in government.
- 1.3. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to DPME.
- 1.4. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by DPME for the provision of travel management services to DPME. This RFP does not constitute an offer to do business with DPME, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

## 2. DEFINITIONS

- **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays
- **Air travel** means travel by airline on authorised official business.
- **Authorising Official** means the employee who has been delegated by the DPME Accounting Officer or CFO to authorise travel in respect of travel requests and expenses.
- **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 Planning, Monitoring and Evaluation (DPME)
- **Domestic travel** means travel within the borders of the Republic of South Africa.
- **DPME** means Department of Planning, Monitoring & Evaluation
- **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- **gCommerce** refers to the Government's buy-site for transversal contracts.
- **International travel** refers to travel outside the borders of the Republic of South Africa.
- **Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.
- **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).
- **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

- **Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- **Transaction Fee** means the fixed negotiated fee charged for each specific sector / service type (e.g. car rental, air ticket), charged per type per transaction per traveller.
- **Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of Government.
- **Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official or the act of final approval of a travel booking on an online system.
- **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.
- **Travel Sector** means a specific service arranged by the TMC on behalf of the Traveller, such as a flight, hotel accommodation, rental car, etc.
- **Trip** consists of one or more travel sectors
- **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.

### 3. LEGISLATIVE FRAMEWORK OF THE BID

#### 3.1. Tax Legislation

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

3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

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

### 3.2. **Procurement Legislation**

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

### 3.3. **Technical Legislation and/or Standards**

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

## 4. **IMPORTANT DATES**

### 4.1. **Briefing session**

A compulsory briefing to clarify to bidder(s) the scope and extent of work to be executed will be held at the Department of Planning, Monitoring and Evaluation, 330 Grosvenor, Hatfield, Pretoria, at the date and time indicated on page 1 of this document.

### 4.2. **Timeline of the bid process**

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out on page 1 of this document. All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at DPME's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DPME to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DPME extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

**NO BID SUBMITTED AFTER THE CLOSING DATE AND TIME INDICATED ON PAGE 1 OF THIS DOCUMENT, WILL BE ACCEPTED**

## 5. **CONTACT AND COMMUNICATION**

5.1. A nominated official of the bidder(s) can make enquiries in writing to Lugisani Rambau ([Lugisani.Rambau@dpme.gov.za](mailto:Lugisani.Rambau@dpme.gov.za)), copy to ([Margaretha.Jooste@dpme.gov.za](mailto:Margaretha.Jooste@dpme.gov.za)). All enquiries / communication must be done via e-mail.

5.2. The delegated office of DPME may communicate with Bidder(s) where clarity is sought in the bid proposal.

- 5.3. Any communication to an official or a person acting in an advisory capacity for DPME in respect of the bid between the closing date and the award of the bid by the Bidder(s) is strongly discouraged. Any attempt by a bidder or potential bidder to influence the outcome of the bid or to obtain information about other bidders will invalidate the bidders bid.
- 5.4. Whilst all due care has been taken in connection with the preparation of this bid, DPME 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. DPME, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 5.5. 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 DPME (other than minor clerical matters), the Bidder(s) must promptly notify DPME in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DPME an opportunity to consider what corrective action is necessary (if any).
- 5.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DPME will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 5.7. 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.

## **6. COUNTER CONDITIONS**

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

## **7. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND FRONTING**

- 7.1. The Department will only consider bids from service providers that are B-BBEE compliant and that are at least 51% black owned and at least 30% women owned, as defined by the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) as amended.
- 7.2. Government supports the spirit and intent of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 7.3. 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 calendar 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 DPME may have against the Bidder / contractor concerned.

**8. SUPPLIER DUE DILIGENCE**

DPME reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

**9. SUBMISSION OF PROPOSALS**

- 9.1. Bid documents may either be sent by courier or hand delivered to the tender box at the address indicated on page 1 of this document.
- 9.2. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) CD-ROM with content of each file by the closing date. Each file and CD-ROM must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBEE)
<p><b>Exhibit 1:</b>  <b>Pre-qualification documents</b>  <i>(Refer to Section 14.1 - Gate 0: Pre-qualification Criteria of this Tender document and Annexure A1- Pre-qualification documents)</i></p>	<p><b>Exhibit 1:</b>                      Pricing Schedule  <i>(Refer to Section 14.4 – Gate 3: Price and B-BBEE of this tender document and Annexure A3 – Pricing Schedule)</i></p>
<p><b>Exhibit 2:</b></p> <ul style="list-style-type: none"> <li>• <b>Technical Responses and Bidder Compliance Checklist for Desktop Evaluation (Including supporting documents).</b>  <i>(Refer to Section 14.2 – Gate 1: Desktop Evaluation Criteria of this Tender document and Annexure A2 : Part 1 –Desktop Evaluation)</i></li> </ul>	
<p><b>Exhibit 3:</b></p> <ul style="list-style-type: none"> <li>• <b>General Conditions of Contract (GCC)</b></li> <li>• <b>Draft Service Level Agreement</b>  <i>(Refer to Section 15– General Conditions of a contact and Section 17- Service Level Agreement) of this tender document</i></li> </ul>	
<p><b>Exhibit 4:</b></p> <ul style="list-style-type: none"> <li>• <b>Company Profile</b></li> <li>• <b>Any other supplementary information</b></li> </ul>	

- 9.3. Bidders are requested to initial each page of the tender document on the bottom right hand corner. Where bidders fail to initial or sign any document, the bidder shall have no recourse to claim that bid documents used during evaluation were different from the documents submitted.

**10. PRESENTATION / DEMONSTRATION**

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



## 11. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months with an option to renew in DPME's sole discretion for a period to be agreed upon by both parties on the same terms and conditions unless the parties agree otherwise.

## 12. SCOPE OF WORK

### 12.1. Background

DPME currently manages the travel requisition and travel expense processes within the travel management lifecycle through an off-site service with a Travel Management Company (TMC). The travel requisition process is currently an online process done on a travel management system. The travel requisition is booked online by a consultant or DPME official and submitted to the relevant authorising official through an automated sms and email system. The authorising official approves the requisition through an approval link and vouchers are automatically issued and send to the traveller and third party service provider.

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

- a) Provide DPME 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) Achieve significant cost savings for DPME without any degradation in the services;
- c) Appropriately contain DPME's risk and traveller risk.

### 12.2. Travel Volumes

The current DPME total volumes per annum includes air travel, accommodation, car hire, forex, conference, shuttles services, etc. The table below details the approximate expenditure or the FY 2017/2018:

<b>Service Category</b>	<b>Approximate Expenditure 2017/18</b>
Air travel - Domestic	R6 million
Air Travel - Regional & International	R3.8 million
Car Rental - Domestic	R4.3 million
Car Rental - Regional & International	R1 million
Shuttle Services - Domestic	R2.7 million
Accommodation - Domestic	R5.1 million
Accommodation - Regional & International	R2.2 million
Transfers - Regional & International	R35 thousand
Bus/Coach bookings	R200 thousand
Train - Regional & International	R10 thousand
Conferences/Events	R4 million
Parking	R200 thousand
Insurance	R20 thousand
Forex	R300 thousand

Note: These are historical figures which will change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

### 12.3. Service Requirements

#### 12.3.1. 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 DPME, locally and internationally. This will include employees, contractors, consultants and clients where the agreement is that DPME is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide emergency services outside of normal office hours (including weekends and public holidays).
- c. Ensure that travel suppliers and negotiated agreements that are in place between DPME / National Treasury and third parties are enforced. Assist with further negotiations for better deals with travel service providers.
- d. Ensure implementation and compliance with DPME Travel Policy as well as the National Treasury travel framework and cost containment measures.
- e. Manage the third party service providers by addressing service failures and complaints against these service providers.
- f. Consolidate all invoices from travel suppliers.
- g. Ensure that all government rates and limits are implemented and adhered to and that proper authorisation is obtained from a delegated DPME employee for any deviations from approved limits

#### 12.3.2. Reservations

The Travel Management Company will:

- a. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker as per cost containment measures required by National Treasury.
- b. 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.
- c. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- d. book the negotiated discounted fares and rates where possible.
- e. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. Make provision for bookings at parking facilities at the airports where required, for the duration of the travel.
- 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 issuing of travel insurance for international trips where required.
- l. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. facilitate bookings that are generated through their own or third party Online Booking Tool (OBT).
- 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. Airline fares, accommodation establishment rates, car rental rates, etc, that are **non-commissionable**, where commissions are earned for DPME bookings all these commissions should be returned to DPME on a monthly basis.
- p. Ensure confidentiality in respect of all travel arrangements.
- q. Timely submission of proof that services have been satisfactorily delivered (invoices) as per DPME's instruction.
- r. Assist in facilitating issuance of forex/travellers cheques for the officials and further advising on the foreign currencies applicable.

#### 12.3.3. **Air Travel**

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller as well as be in a position to provide proof of price comparison.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline booking confirmation/voucher must be sent electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. 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.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

#### 12.3.4. **Accommodation, Venues and Facilities**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC must provide three or more price comparisons (online or manually depending on the set up) from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with DPME's travel policy.
- d. The TMC must be able to manage and coordinate venue related logistics and negotiate for discounts on behalf of the DPME
- e. DPME travellers are encouraged to only stay at accommodation establishments with which DPME or National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will advise on a 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 DPME.
- f. Accommodation vouchers must be issued to all DPME travellers for accommodation bookings and must be invoiced to DPME as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

- g. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

**12.3.5. Car Rental, Train, Bus and Shuttle Services**

- a. The TMC will book the approved category vehicle in accordance with the DPME Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the DPME Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC must also make provision for rail transport bookings and further negotiate for discounts where possible.
- g. The TMC should manage shuttle companies on behalf of the DPME and ensure compliance with minimum service standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- h. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

**12.3.6. 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. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide emergency services outside of normal office hours (including 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 timely assistance on urgent online bookings/changes.

**12.3.7. Communication**

- a. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of DPME.
- b. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- c. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

**12.4. Technology – Online Booking Tool and invoicing / reporting**

Only proposals that include an online booking tool which provides the minimum functionality detailed below will be considered.

- 12.4.1. The online booking tool must be customisable to the specific needs of the Department to ensure that all travel requests comply with Treasury Instructions and DPME policies.
- 12.4.2. The tool must employ sufficient access and intrusion security measures and must allow for the assignment of specific access rights to different categories of users.
- 12.4.3. The tool must make provision for DPME to add and remove cost centres and authorised approvers per cost centre. DPME will not be liable for any service rendered unless such service was approved by duly authorised DPME employee (it remains the responsibility of DPME to ensure that authorisers are correctly captured on the online booking tool).
- 12.4.4. The tool must make provision for DPME to create policy groups and limits for each service / sector type per policy group.
- 12.4.5. Traveller profiles must be created and amended online by DPME. Traveller profiles will contain all the information normally required to travel (Full names, ID number etc.) as well as:
- Contact information to enable the sending of SMSs and e-mails to travellers.
  - Policy group applicable to each traveller (which can only be amended by DPME administrators)
- 12.4.6. The tool must employ approval escalation flows (to be added/amended online by DPME) for each cost centre as well as for out of policy approvals.
- 12.4.7. The tool must require the uploading of supporting documentation before a booking is sent for approval (based on policy group settings).
- 12.4.8. All local travel (airline tickets, accommodation, car rental, point-to-point transfers and parking facilities at airports), can be booked, approved and amended online. The TMC may not charge a consultant service fee in cases where the online booking tool does not make provision for the booking or amendment of these local services/sectors.
- 12.4.9. The following information must be available and visible to the booker and approvers when making an online booking:

Service / sector type	Required information
Flights	<ul style="list-style-type: none"> <li>• Departure / arrival destinations</li> <li>• Scheduled departure and arrival dates / times</li> <li>• Travel Class (First, Business, Economy)</li> <li>• Fare category (Y, Q, K etc.)</li> <li>• Fare (fully inclusive of all charges)</li> <li>• Change / cancellation penalties</li> <li>• Whether flight is in or out of policy (based on policy group to which traveller is assigned)</li> <li>• The TMC fee that will be charged for the sector</li> </ul>
Accommodation	<ul style="list-style-type: none"> <li>• Detailed location (street address and GPS coordinates)</li> <li>• Establishment type (Hotel, B&amp;B, guest house etc.)</li> <li>• Quoted rate (inclusive of all discounts and tourism levy)</li> </ul>

	<ul style="list-style-type: none"> <li>• Type of rate - Room only, Bed and Breakfast, Dinner bed and Breakfast, full board</li> <li>• Cancellation rules / penalties</li> <li>• Whether rate is in or out of policy (based on policy group to which traveller is assigned)</li> <li>• The TMC fee that will be charged for the sector</li> </ul>
Rental cars	<ul style="list-style-type: none"> <li>• Group (eg. EDMR, EDAR)</li> <li>• Cancellation rules / penalties</li> <li>• Whether group is in or out of policy (based on policy group to which traveller is assigned)</li> <li>• The TMC fee that will be charged for the sector</li> </ul>
Point-to-point transfer	<ul style="list-style-type: none"> <li>• Group (standard / luxury / VIP etc.)</li> <li>• Rate</li> <li>• Cancellation rules / penalties</li> <li>• Whether group is in or out of policy (based on policy group to which traveller is assigned)</li> <li>• The TMC fee that will be charged for the sector</li> </ul>

12.4.10. The TMC's online tool must provide a facility (at no cost) where invoices and supporting documents can be downloaded by DPME staff at any time. The online tool must further provide a facility where invoice data can be downloaded by authorised DPME staff in Microsoft Excel format or in CSV format. The data fields to be included in the invoice data download facility must contain all data fields included on an invoice, as well as any additional fields to be stipulated by DPME.

#### 12.5. Financial Management and invoicing

12.5.1. The TMC must implement the rates negotiated by DPME with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

12.5.2. The TMC will be responsible to manage third-party service provider accounts. This will include the timely receipt of invoices to be presented to DPME for payment within the agreed time period.

12.5.3. The TMC must enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

12.5.4. The TMC will invoice DPME separately for each service / sector. The invoice should clearly indicate the following:

- Unique invoice number
- Name of traveller
- Name of approver
- Name of out of policy approver (if applicable).
- Cost centre of traveller
- Booking / Trip reference number (and DPME purchase order number if provided)
- Start and end dates (date sector/service started and ended)
- Fee(s) charged for the service / sector (listed separately, not pooled).

12.5.5. An invoice from the TMC will be considered valid and will be processed by DPME for payment if the following conditions are met:

- The invoice contains all the information stipulated under 15.5.4 above
- The sector/service was approved by an authorised DPME approver.
- Detailed third-party invoices are attached (except for air-travel)

- The invoice amount does not exceed the amount approved (except for valid additional charges such as fuel and km rates charged by car rental companies or any other charge allowable in terms of the DPME policy).
- All supporting documents uploaded by the traveller/booker are attached to the invoice

12.5.6. The TMC must forward valid invoices by e-mail to an e-mail address to be determined by DPME. Each invoice as well as all other documentation required to process the invoice must be sent as a single e-mail with one or more attachments.

12.5.7. DPME will settle valid invoices within an average of 10 working days with no invoice settled after 30 calendar days.

12.5.8. Corrections to invoiced amounts must be done by issuing a credit note for the full amount (including fees) of the incorrect invoice and by issuing a new invoice (with a new invoice number). The TMC may under no circumstances invoice the Department more than once for the same service (unless a credit note or notes were issued for the incorrect invoice or invoices). The non-negotiable penalty fee for services/sectors invoiced more than once will be the full amount due for the service/sector (including any fees charged).

12.5.9. Pre-payment required for a specific service / sector must be made by the TMC. The Department and the Service provider may include provisions in the service level agreement for pre-payments to be passed on to the Department, provided that such pre-payments will only be considered where the total cost of a specific service/sector (excluding fees) exceed R100,000. This provision excludes payment for airline tickets, since these can be invoiced and paid in less than 30 days.

## 12.6. Management Information and Reporting

12.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

12.6.2. All management information and data input must be accurate.

12.6.3. The TMC will be required to provide the DPME with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost. The reporting templates can be found at <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

12.6.4. Reports must be accurate and must be provided as per DPME's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

12.6.5. DPME may request the TMC to provide additional management reports.

12.6.6. Reports must be available in an electronic format for example Microsoft Excel.

12.6.7. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

- i. Travel
  - a) After hours' Report;
  - b) Reason for travel, Amendments and Cancellations;

- c) Proof of non-availability of all required travel services;
  - d) Spend Manager analysis;
  - e) Compliments and complaints;
  - f) Consultant Productivity Report;
  - g) Long term accommodation and car rental;
  - h) Extension of business travel to include leisure;
  - i) Upgrade of class of travel (air, accommodation and ground transportation);
  - j) Bookings outside Travel Policy;
  - k) Online Travel Approvals.
  - l) Online late travel bookers
- ii. Finance
- a) Reconciliation of commissions/rebates or any volume driven incentives;
  - b) Creditor's ageing report;
  - c) Creditor's summary payments;
  - d) Daily electronic invoices;
  - e) Report on missed savings
  - f) Reconciled reports for Travel Lodge card statement;
  - g) No show report;
  - h) Cancellation and amendment report;
  - i) Receipt delivery report;
  - j) Monthly Bank Settlement Plan (BSP) Report;
  - k) Refund Log;
  - l) Open voucher report, and
  - m) Open Age Invoice Analysis.
  - n) Accruals and Commitments

12.6.8. 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.

## 12.7. Account Management

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

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

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

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

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

12.7.6. Ensure that workshops/training are provided to Travellers and/or Travel Bookers

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



## 12.8. Value Added Services

The TMC must provide value added services not limited to the following:

### 12.8.1. Destination information for regional and international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;
- iv. Visa information;
- v. Travel alerts;
- vi. Location of hotels and restaurants;
- vii. Information including the cost of public transport;
- viii. Rules and procedures of the airports;
- ix. Business etiquette specific to the country;
- x. Airline baggage policy; and
- xi. Supplier updates

### 12.8.2. Electronic voucher retrieval via web and smart phones;

### 12.8.3. SMS notifications for travel confirmations;

### 12.8.4. Travel audits;

### 12.8.5. Global Travel Risk Management;

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

## 12.9. Cost Management

### 12.9.1. The National Treasury cost containment initiatives and the DPME's Travel Policy are establishing a basis for a cost savings culture.

### 12.9.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

### 12.9.3. 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.

### 12.9.4. 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 DPME's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

## 12.10. Quarterly and Annual Travel Reviews

### 12.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all DPME travel activity in the previous three-month period. These reviews are comprehensive and presented to DPME's Procurement and Finance teams as part of the performance management reviews based on the service levels.

### 12.10.2. Annual Reviews are also required to be presented to DPME's Senior Executives.

### **15.11 Office Management**

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

- a. Key Account Manager
- b. Senior Consultants
- c. Intermediate Consultants
- d. Junior Consultants
- e. Travel Manager (Operational)
- f. Finance Manager / Branch Accountant
- g. Admin Back Office (Creditors / Debtors/Finance Processors)
- h. Strategic Account Manager (per hour)
- i. System Administrator (General Admin)
- j. Afterhours consultants

The bidder must have its Head Office or a regional / satellite office in Gauteng that is staffed during normal business hours. The Key Account Manager must be based in Gauteng (Preferably in Tshwane) and must have at least 3 years' experience in providing travel management services to government clients.

### **13. PRICING MODEL**

#### **13.1. Transaction Fees**

- 13.1.1. Bidders must provide the transaction cost per service rendered (per sector). The transaction fee must be a fixed amount per service that is charged only once per sector/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 (except for venue bookings, which are charged as a percentage of the cost).
- 13.1.2. The fees per sector quoted in the attached Annexure A3 must be fully inclusive of 'Bill Back' charges where appropriate. The TMC is required to offer all services on a 'Bill back' basis (DPME does not utilise Lodge Card services). 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DPME for the services rendered. The fees per sector quoted by the TMC in the attached Annexure A3 must be fully inclusive of 'Bill Back' charges.
- 13.1.3. The fees per sector quoted in the attached Annexure A3 must be fully inclusive of TMC charges for changes / cancellations where appropriate (based on an estimated 15% of bookings that require changes / cancellations). A separate refund processing fee can be charged for cancelled airline tickets only.
- 13.1.4. The TMC may not charge additional fees for no-shows, changes to or cancellations of bookings/service/sectors as the fee in Annexure A3 for each service/sector is deemed to include a provision for a reasonable number of changes / cancellations / no-shows (15% of sectors/services booked). This excludes any charges by third parties (such as airlines) for changes/cancellations/refunds as well as no-show charges by third parties that must be passed on to the Department.
- 13.1.5. All fees (except conference fees) must be based on sectors being booked online. Only one of the following fees may be charged in addition to the fixed service/sector fee:
  - A consultants fee (per sector/service) for assisting the booker / traveller in making or changing the sector; or

- An after-hours consultants fee (per sector/service) for assisting the booker / traveller in making or changing the sector outside of normal business hours; or
- VIP consultants fee (per sector/service) for assisting the booker / traveller in making or changing the sector during all hours. This fee can only be levied for sectors booked for the Minister, Deputy Minister and Director General.

For example (for illustrative purposes only – refer to fee lines in Annexure A3):

- A local airline ticket is booked online and later changed online. The TMC may only charge the fee indicated in line 1c once.
- A local airline ticket is booked online and later changed with the assistance of a consultant. The TMC may charge the fee indicated in line 1c as well as the fee indicated in line 7a (or 7b if done after hours)
- A local airline ticket is booked with the assistance of a consultant and changed twice (either online or by a consultant). The TMC may charge the fee indicated in line 1c once as well as the fee indicated in line 7a (or 7b if done after hours) once.

13.1.6. Fees must be charged per service/sector and must be included on the invoice for the service/sector. Fees may not be invoiced separately and may not be pooled (each fee charged must be indicated separately on the invoice).

13.1.7. The TMC may only charge fees indicated in the service level agreement. The Service Level agreement may only contain fees included in the bid documents (Annexure A3).

13.1.8. All fees provided must be VAT inclusive.

## 13.2. Volume driven incentives

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

## 14. EVALUATION AND SELECTION CRITERIA

DPME has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The bidders must ensure that their document submitted and technical proposal are clearly structured to cover all the sections as per the technical evaluation criteria below. Technical proposals must be summarised in Annexure A2.

The minimum standards consist of the following Gates:

Gate 0: Pre-qualification Criteria	Gate 1: Desktop Technical Evaluation	Gate 2: Site visit Presentation and Technical Evaluation	Gate 3: Price and B-BBEE Evaluation
See 14.1 below. Must meet all criteria	See 14.2 below. Must achieve 75%	See 14.3 below. Must achieve 75%	See 14.4 below

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Gate 0: Bidders will be evaluated based on the pre-qualification criteria stipulated in score card 0. Only bidders that meet all the requirements stipulated in score card 0 will proceed to the functional evaluation stage (Gate 1):

Gate 1: Desktop Technical Evaluation (excluding Presentation and online tool) – Bidders will be evaluated (using score card 1) based on their submitted proposals and bid documents only. Bidders that receive at least 75% based on the desktop evaluation will proceed to Gate 2

Gate 2: Presentation and Technical Evaluation - Bidders will be evaluated using score card 2A based on the presentation and score card 2B based on the online tool demonstration. Bidders that receive at least 75% for score card 2A and 75% for score card 2B will proceed to Gate 3:

Gate 3: Bidders will be evaluated on price and B-BBEE points as stipulate in the Preferential Procurement Policy Framework Act and regulations.

**14.1. Gate 0: Pre-qualification Criteria**

Without limiting the generality of DPME’s other critical requirements for this Bid, bidder(s) must submit all the documents and meet all the criteria listed in score card 0 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders’ responses will be evaluated based on documents and evidence submitted only.

**The bidder(s) proposal shall be disqualified for non-submission of any of the documents. Bidders must meet all the criteria applicable to Gate 0 to proceed to Gate 1.**

**Score Card 0 - Refer to ToR and Annexure A1 to verify compliance**

Item	CRITERIA – GATE 0	Complied	Not Complied
1	Technical Proposal (1 original and 1 copy) submitted.		
2	Fully completed and signed documents listed below: <ul style="list-style-type: none"> <li>• Invitation Bid-SBD 1</li> <li>• Declaration of Interest-SBD 4</li> <li>• Preference Point Claim Form-SBD 6.1</li> <li>• Declaration of Bidder’s Past SCM Practices-SBD 8</li> <li>• Certificate of Independence Bid Determination- SBD 9</li> </ul>		
3	Proof of Registration on Central Supplier Database (CSD) (MAAA number) which confirms that: <ul style="list-style-type: none"> <li>• The bidder is Tax compliant (non-compliant bidders can be given 7 workings days to rectify tax compliance status)</li> <li>• No government employee is employed by the bidder or is a significant shareholder or board member of the bidder.</li> <li>• The bidder is not on the list of tender defaulters and is not on the list of restricted bidders.</li> <li>• B-BBEE level on CSD matches certificate submitted (bidders can be given 7 working days to rectify this if not correct).</li> </ul>		
4	Valid B-BBEE certificate (certified copy), which confirms that: <ul style="list-style-type: none"> <li>• The bidder is B-BBEE compliant on the date the bid closed (B-BBEE contribution level greater than 0)</li> <li>• the bidder is at least 51% black owned and at least 30% black women owned.</li> </ul>		
5	The bidder has an office in Gauteng that is staffed during normal office hours.		
6	Valid IATA (International Air Transport Association) certificate/licence		
7	Valid ASATA (Association of South African Travel Agents) certificate / Licence		
8	Fully completed price schedule as per Annexure A3 <b>in a separate envelope – Must be completed electronically, NOT by hand</b>		
9	Most recent audited annual financial statements attached		
10	CV’s of the project team (Account Manager, travel coordinator etc.) indicating relevant experience.		
11	At least three (3) signed trade references from other institutions including contact details. References include duration of contract, size of institution and indication performance. The trade references confirm that: <ul style="list-style-type: none"> <li>• The bidder has provider similar (to DPME scope) travel services to at least one organisation with 500 or more employees.</li> <li>• All three trade references confirm that the service provided was satisfactory</li> <li>• The bidder has at least three years’ experience in providing travel management services</li> </ul>		
12	Bidder attended the compulsory briefing session		

All documents must be completed and signed where required.

14.2. **Gate 1: Desktop Evaluation Criteria**

**Score Card 1** - Refer to ToR and Annexure A2: Part 1 to verify compliance

#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
1	The bidder is able to provide the travel services required by the department (can facilitate all services indicated under par 12.3 of this document as well as the costing sheet) <ul style="list-style-type: none"> <li>• <i>Cannot provide all the services required (Score = 0)</i></li> <li>• <i>Can provide all the services required (Score = 4)</i></li> </ul>	20		80
2	Office management <ul style="list-style-type: none"> <li>• <i>No office in Gauteng AND Key Account Manager does not have 3 years' experience (Score=0)</i></li> <li>• <i>No office in Gauteng OR Key Account Manager does not have 3 years' experience (Score=1)</i></li> <li>• <i>Office in Gauteng, but Key Account Manager does not have 3 years' experience (Score = 2)</i></li> <li>• <i>Office in Gauteng and Key Account Manager has 3 years' experience (Score = 3)</i></li> <li>• <i>Office and key account manager (with 3 years' experience) is based in Tshwane. (Score = 4)</i></li> </ul>	20		80
3	After hours call centre <ul style="list-style-type: none"> <li>• <i>No after-hours support available (Score=0)</i></li> <li>• <i>Trained staff on call 24 hours per day, 7 days a week, 365 days a year (Score = 4)</i></li> </ul>	20		80
4	Online booking tool <ul style="list-style-type: none"> <li>• <i>No online booking tool (Score=0)</i></li> <li>• <i>Third-party online booking tool that cannot be customised to DPME requirements (Score = 1)</i></li> <li>• <i>Online booking tool that can be customised to DPME requirements - setup and each subsequent change will be at a cost to DPME (Score = 2)</i></li> <li>• <i>Online booking tool that can be customised to DPME requirements - initial setup at a cost to DPME, but subsequent changes free of charge (Score = 3)</i></li> <li>• <i>Online booking tool available that is fully customisable to DPME requirements at no cost to DPME (Score = 4)</i></li> </ul>	20		80
5	The bidder can fully comply with all National Treasury negotiated rates, limits and reporting requirements. <ul style="list-style-type: none"> <li>• <i>The bidder cannot comply with the stipulated requirements (Score=0)</i></li> <li>• <i>Bidder can fully comply with requirements (Score = 4)</i></li> </ul>	20		80
	<b>TOTALS</b>	100		400
	<b>MINIMUM THRESHOLD FOR TECHNICAL EVALUATION</b>			300

A bidder must receive at least 300 out of 400 points (75%) to proceed to Gate 2. The points received for each criteria will be calculated by averaging the scores awarded by each Bid Evaluation Committee member.



14.3. **Gate 2: Technical Evaluation Criteria – Site visit presentation and online tool**

**Score Card 2A (Presentation)** - Refer to ToR and Annexure A2:Part 2 to verify compliance

#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
1	Reservations for international and domestic trips and related services including group bookings, travel Insurance, forex and etc. The service provider meets the requirements stipulated under par. 12.3.2 <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
2	The service provider has systems in place to ensure that all DPME policy provisions, National Treasury instructions and cost containment measures are complied with for all travel bookings: <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
3	Financial management. The service provider meets the requirements stipulated under par.12.5 <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40

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#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
4	<p>Reporting and Management of Information. The service provider meets the requirements stipulated under par. 12.6</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
5	<p>Cost management. The service provider meets the requirements stipulated under par. 12.9</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
6	<p>Air travel: The service provider meets the requirements stipulated under par. 12.3.3</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40

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#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
7	<p>Accommodation, Venues and Facilities: The service provider meets the requirements stipulated under par. 12.3.4</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
8	<p>Car rental, Train, Bus and Shuttle services: The service provider meets the requirements stipulated under par. 12.3.5</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
9	<p>Value Added Services: The service provider meets the requirements stipulated under par. 12.8</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40

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#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
10	<p>Additional charges for no-shows, changes to or cancellations of bookings/service/sectors. The service provider meets the requirements stipulated under par. 13.1.4</p> <ul style="list-style-type: none"> <li>• <i>No systems in place (Score=0)</i></li> <li>• <i>Some requirements are met and the service provider will not be able to make system modifications within 3 months (Score = 1)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Systems are in place to ensure 100% compliance with requirements (Score = 4)</i></li> </ul>	10		40
	<b>TOTALS</b>	100		400
	<b>MINIMUM THRESHOLD</b>			300

A bidder must receive at least 300 out of 400 points (75%) for Score Card 2A to proceed to Gate 3. The points received for each criteria will be calculated by averaging the scores awarded by each Bid Evaluation Committee member.

**Score Card 2B (Online Tool) - Refer to ToR and Annexure A2: Part 2 to verify compliance**

#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
1	<p>Par 12.4.1 – booking tool customisable to meet unique DPME requirements:</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
2	<p>Par 12.4.2 – Online tool access and security measures</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
3	<p>Par 12.4.3 – Cost centre and approval setup</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
4	<p>Par 12.4.3 – policy groups setup</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
5	<p>Par 12.4.5 – Traveller profiles</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40

TENDER FOR APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY FOR THE DEPARTMENT OF PLANNING MONITORING AND EVALUATION(DPME) FOR THE PERIOD OF THIRTY-SIX (36) MONTHS - TENDER NUMBER: **DPME 01-2018 / 19**

#	TECHNICAL EVALUATION CRITERION	Weight	Score	Max. score
6	<p>Par 12.4.6 – Approval flows / escalations setup</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
7	<p>Par 12.4.7 – Supporting documentation</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
8	<p>Par 12.4.8 – All services / sector listed can be booked online</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
9	<p>Par 12.4.9 – Information available to booker / approver</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
10	<p>Par 12.4.10 – Invoicing data</p> <ul style="list-style-type: none"> <li>• <i>The requirements cannot be met at all (Score=0)</i></li> <li>• <i>The requirements cannot be met within three months (Score = 1)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 3 months (Score = 2)</i></li> <li>• <i>Does not currently meet the requirement but service provider can customise their systems in order to meet all requirements within 1 month (Score = 3)</i></li> <li>• <i>Current system fully meets the requirement (Score = 4)</i></li> </ul>	10		40
	<b>TOTALS</b>	100		400
	<b>MINIMUM THRESHOLD</b>			300



A bidder must receive at least 300 out of 400 points (75%) for Score Card 2B to proceed to Gate 3. The points received for each criteria will be calculated by averaging the scores awarded by each Bid Evaluation Committee member.

**14.4. Gate 3: Price and B-BBEE Evaluation (80+20) = 100 points**

Only Bidders that have met the 75% point threshold in Gate 2 (both score cards 2A and 2B) will be evaluated at Gate 3 for price and BBEE. The standard price and BBEE evaluation methodology as described in the attached bid documents will be followed. The 80/20 evaluation system will be used for this bid. Bidders should ensure that B-BBEE certificates comply with the requirements stipulated in the bid documents and should familiarise themselves with requirements related to joint ventures and sub-contractors.

**15. 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 DPME is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitted the General Conditions of Contract to DPME together with its bid, duly signed by an authorised representative of the bidder.
- c. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

**16. CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation. The costing in Annexure A3 is based on an estimate 6% per annum escalation. Actual annual escalations will be negotiated annually between DPME and the TMC, provided that such escalations may not exceed Consumer Price Index Headline Inflation as published by Statistics SA.

STATS SA P0141 (CPI), Table E	Table E - All Items
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**17. SERVICE LEVEL AGREEMENT**

17.1. Upon award, DPME and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DPME. The Service Level Agreement will, as a minimum, contain the detailed services and standards indicated in this document.

17.2. DPME reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto. DPME reserves the right to cancel any award if the bidder is unable to agree to the service levels and standards stipulated in this document, unless the bidder specifically and clearly declared his/her inability to deliver such services in the submitted bid documents.

17.3. Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and

17.4. DPME 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 DPME or pose a risk to the organisation.

## **18. SPECIAL CONDITIONS OF THIS BID**

DPME reserves the right:

- 18.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 18.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of preferred bidder(s).
- 18.3. To accept part of a tender rather than the whole tender.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. Award to multiple bidders based either on size or geographic considerations.
- 18.8. To only consider a bidder with offices in Gauteng.
- 18.9. To invite short listed suppliers/companies at their own cost in Pretoria
- 18.10. DPME will not be held responsible for any costs incurred by the bidder/s in the preparation, submission and presentation of bids

## **19. DPME REQUIRES BIDDER(S) TO DECLARE**

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

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DPME;
- 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 DPME 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 DPME;
- 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 DPME as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DPME will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

20.1. DPME reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in

respect of DPME 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 DPME's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 21.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DPME 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.
- 21.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DPME against the bidder notwithstanding the conclusion of the Service Level Agreement between DPME and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **22. 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 DPME, 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.

## **23. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, DPME 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 DPME

harmless from any and all such costs which DPME may incur and for any damages or losses DPME may suffer.

**24. 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.

**25. LIMITATION OF LIABILITY**

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

**26. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. DPME 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 DPME, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DPME 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.

**27. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DPME 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.

**28. 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.

**29. 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 DPME allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DPME will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

**30. 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 DPME's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by DPME remain

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

**31. DPME PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any DPME 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).

**32. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid TENDER NUMBER: **DPME 01-2018/2019**, the DPME may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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**TERMS AND CONDITIONS APPLICABLE TO ALL BIDS**



**planning, monitoring  
& evaluation**

Department:  
Planning, Monitoring and Evaluation  
REPUBLIC OF SOUTH AFRICA

**STANDARD DOCUMENTS TO BE SUBMITTED FOR ALL BIDS  
(INCL. TENDERS) FROM R30,000 UP TO R50,000,000**

The term “Bid” Includes price quotations, advertised competitive bids, limited bids and proposals.

<b>Required Documents</b>	<b>Check Bidder</b>	<b>Verified SCM Unit</b>
Central Suppliers Database Registration Report Attached – Not older than 30 days NB: <b>Only suppliers registered on CSD may bid. All required CSD information up to date.</b>		
Invitation to bid (SBD 1)		
Declaration of interest (SBD 4)		
Preference Points Claim (SBD 6.1)		
Declaration of past supply chain management practices (SBD 8)		
Certificate of Independent Bid Determination (SBD 9)		
Valid B-BBEE Status Level Verification Certificate (Original or Certified Copy) bearing SANAS logo. QMEs/EMEs: Sworn affidavit / CIPC confirmation of turnover etc.		
<b>Additional documentation required for certain types of bids. If applicable the additional documents will be distributed as part of the tender / bid documentation</b>	<b>Check Bidder</b>	<b>Verified SCM Unit</b>
Declaration certificate for local production and content for designated sectors (SBD 6.2) and all applicable Annexures.		

<b>Declaration</b>			
<ul style="list-style-type: none"> <li>• I have read and agree to the General Conditions of Contract related to Government procurement (Available on DPME tenders web page or from National Treasury).</li> <li>• I have studied, accurately completed and submitted all the documents indicated in the above checklist.</li> <li>• I have read and agree with the conditions applicable to all bids as contained in this document.</li> <li>• I have noted and will comply with the delivery time frames indicated in the specifications / terms of Reference.</li> <li>• I am the authorised signatory of the applicant.</li> <li>• I have noted that the Department may publish the names of bidders, total bid prices indicated in SBD 1 and B-BBEE points claimed, after the closing date of the bid.</li> </ul>			
Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Contact persons indicated on the bid documents; or

Head of Procurement Services: 330 Grosvenor Street, Hatfield, Pretoria. Tel 012 312 0000



## TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

**ALL DPME BID DOCUMENTS ARE AVAILABLE FREE OF CHARGE FROM THE DPME WEBSITE OR DPME OFFICES AND ARE NEVER SOLD**

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

### 1. GENERAL

This request is issued in terms of all applicable legislation, including but not limited to: the Public Finance Management Act (Act 1 of 1999) as amended (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act 5 of 2000 (PPFA), the Preferential Procurement Regulations, 2017 (PPR), Supply Chain Management instructions issued by the National Treasury, General Conditions of Contract published by National Treasury (GCC), the B-BBEE Act (Act 53 of 2003), applicable Departmental Policies and any other special conditions of contract indicated in bid documents.

- Lead times / delivery periods should be clearly indicated in the quotation / proposal where applicable. The Department reserves the right to cancel any order where the delivery period indicated in the quotation / proposal is extended.
- The Department reserves the right to require delivery of the goods as specified, at the price quoted, regardless of any differences in specifications contained in the quotation.
- The Department reserves the right to make public the names of all bidders as well as total bid prices and B-BBEE points claimed, after the closing date and time for the bid.
- The Department reserves the right NOT to appoint any Service Provider or to withdraw this request for bids/proposals.
- The Department reserves the right to split the award of the bid between two or more Service Providers or to award only a part of the bid.
- The Department reserves the right to call bidders that meet the minimum functional requirements to present their proposals. The Bid Evaluation Committee may decide to amend the scoring assigned to a particular bid based on the presentation made.

### 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 Department to verify the taxpayer's profile and tax status.
- 2.3. Applications for a tax compliance status (TCS) certificate or pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za). Bidders may also submit a printed TCS certificate with this bid.
- 2.4. Where no TCS pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided and the tax compliance status on CSD will be utilised by the Department.
- 2.5. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.6. The tax compliance requirements are not applicable to foreign bidders / individuals with no South African tax obligations or no history of doing business in South Africa. Foreign suppliers must complete a pre-award questionnaire from SARS on their tax obligation categorisation.
- 2.7. For the purposes of section 256 of the Tax Administration Act of 2011 the bidder / supplier authorises the South African Revenue Service to disclose "taxpayer information" as contemplated under the provisions of Chapter 6 of the Act in relation to the compliance status of tax registration, tax debt and filing requirements to the Department of Planning, Monitoring and Evaluation.

### 3. ADMINISTRATIVE COMPLIANCE

Only proposals that comply with all administrative requirements (including tax compliance requirements) will be considered acceptable for further evaluation. Incomplete and late bids may be rejected. All documents indicated on page 1 must be submitted with each bid. Bidders must use the Standards Bid Documents (SBDs) included in this document (documents may not be re-typed)

## TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

All quoted prices must be **inclusive of VAT** and must be valid (firm) for at least 30 days for all bids excluding open tenders and for 120 days for open tenders, from the closing date indicated on SBD 1. Prices dependent on the **exchange rate** should include reference to the exchange rate used. Price escalations and the conditions of escalation should be clearly indicated. No variation of contract price or scope creep will be permitted unless specifically allowed in the ToR / specifications.

### 4. FUNCTIONAL EVALUATION

Functional criteria and/or specifications are contained in the specifications sheet or Terms of Reference distributed for this bid. Unless otherwise indicated in the ToR / specifications sheet, only service providers that submitted acceptable bids and that met all functional / specifications requirements will proceed to the PPPFA evaluation phase

### 5. PRICE EVALUATION: THE PPPFA

DPME applies the provisions of the PPPFA and Regulations to all bids with an estimated cost from R30,000. Bid amounts in the case of this particular RFQ/RFP/Tender are estimated to be R30,000 or more and the PPPFA preference points system will be applied, even if all bids received are below R30,000.

Only bids that meet all administrative requirements and meet the minimum functional requirements indicated in the ToR / specifications sheet will be evaluated in terms of the PPPFA and related regulations. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table contained in SBD 6.1. The applicable evaluation method is indicated in SBD 6.1.

Consortia or joint ventures must take note of SBD 6.1, paragraphs 5.4 and 5.5 regarding requirements for B-BBEE certificates.

If the 80/20 preference point system is specified on SBD 6.1 and all bids received exceed R50,000,000, the bid will be evaluated on the 90/10 preference point system.

### 6. REJECTION OF QUOTES / PROPOSALS

Any effort by a bidder to influence the bid evaluation, comparisons or award decisions in any manner, may result in rejection of the bid. DPME shall reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract. DPME may disregard any bid if the bidder or any of its subcontractors:

- a) Is not tax compliant
- b) Have abused the Supply Chain Management (SCM) system of the Department or any other government department, agency or entity.
- c) Have committed proven fraud or any other improper conduct in relation to such system.
- d) Have failed to perform on any previous contract.
- e) Supplied incorrect information in the bid documentation.

### 7. VETTING

The Department reserves the right to approach the relevant authorities to verify the following for each bidder: Citizenship status (individuals); Company information; Criminal records (individuals); Previous tender and government contracts track records; Government employment status (individuals); Company / closed corporation ownership / membership status (individuals); Suitability to handle confidential government information; government employment status of bidders/staff/directors; Qualifications of bidders / contractors / team members; and any other information contained in bid documents

### 8. CENTRAL SUPPLIERS DATABASE

**8.1. All suppliers must be registered on the Central Suppliers Database (CSD) managed by National Treasury ([www.csd.gov.za](http://www.csd.gov.za)).**

8.2. The following information must be up to date on CSD:

- Tax compliance status

## TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

- B-BBEE Level (as indicated on B-BBEE certificate or sworn affidavit)
- Turnover (EME, QSE, etc.)
- Black ownership
- Women ownership
- Youth, Disabled and Military Veteran ownership
- Verified banking details
- Contact details

8.3. It is the responsibility a supplier to inform the DPME immediately in writing of any changes in details and to provide DPME with an updated CSD report. DPME shall have the right to, in addition to any other remedy that it may have in terms of applicable legislation, cancel the contract and to claim damages if a bid is awarded based on incorrect information contained in the CSD report.

### 9. COMMITMENTS BY PARTIES

9.1. The Service Provider undertakes to:

- 9.1.1. Conduct business in a courteous and professional manner.
- 9.1.2. Provide the necessary documentation as requested prior to the awarding of the contract.
- 9.1.3. Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. DPME may monitor compliance for the duration of the contract and implement penalties for non-compliance.
- 9.1.4. Manage internal disputes among his/her staff in such a way that DPME is not affected by those disputes.
- 9.1.5. Comply with the DPME security and emergency policies, procedures and regulations at DPME premises.
- 9.1.6. Ensure that all work performed and all equipment used at DPME facilities are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of DPME;
- 9.1.7. Ensure that all staff working on this project are adequately trained prior to the commencement of the project.
- 9.1.8. Ensure that DPME is informed of any changes in staff related to the execution of the project. For security reasons, DPME reserves the right to vet all persons working on this project.
- 9.1.9. Store and hand over all data generated by the project (if any) to DPME in an accessible and confidential manner.
- 9.1.10. Not proceed with any work and not to incur any expense for which DPME could be liable, until such time as an official written government purchase order has been issued by DPME.

9.2. DPME undertakes to:

- 9.2.1. Manage all contracts in a professional manner.
- 9.2.2. Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfil their duties.
- 9.2.3. Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the project.
- 9.2.4. Not tolerate any unfair labour practices between the service provider and their staff that happen during the execution of the project activities.
- 9.2.5. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 9.2.6. Pay all valid invoices within 30 calendar days.

## INVITATION TO BID (SBD 1)

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE  
DEPARTMENT OF PLANNING, MONITORING AND EVALUATION**  
(Subject to the terms and conditions applicable to all bids as indicated earlier in this bid document)

<b>BID NUMBER</b>	DPME 01-2018/19	<b>CLOSING DATE</b>	20 July 2018	<b>CLOSING TIME</b>	12:00pm
<b>COMPULSORY BRIEFING SESSION</b>	Date	<b>06 July 2018</b>	Time	<b>10:00am</b>	
<b>DESCRIPTION</b>	Tender for Appointment of a Travel Management Agency for the Department of Planning, Monitoring & Evaluation (DPME) for a Period of Thirty-Six (36) Months.				
<b>BID DOCUMENTS FOR RFQs:</b>		<b>BID DOCUMENTS FOR RFPs AND TENDERS MUST BE:</b>			
<b>MUST BE SENT ELECTRONICALLY TO:</b> The email address of the SCM official that sent out the request for quotes and CC to DPME.SCM@dpme.gov.za.		<b>POSTED TO:</b> Department of Planning, Monitoring and Evaluation Head: Procurement Services Private Bag X944, PRETORIA, 0001		<b>OR DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):</b> 330 Grosvenor Street, Hatfield, Pretoria <i>The bid box is accessible on working days between 8:00 and 17:00.</i>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
Head of Procurement Services, 330 Grosvenor Street, Hatfield, Pretoria. Tel 012 312 0000, e-mail: <a href="mailto:xxxx@dpme.gov.za">xxxx@dpme.gov.za</a> Technical enquiries will be directed to the responsible employee.					
<b>SUPPLIER INFORMATION</b>					
<b>Name of bidder</b>					
<b>Postal address</b>					
<b>Street address</b>					
<b>Telephone number</b>			<b>Cell phone number</b>		
<b>E-mail address</b>					
<b>ID / company Reg. #</b>			<b>Vat registration #</b>		
<b>Supplier tax compliance status</b>	<b>Compliant</b>		<b>CSD MAAA #</b>		
	<b>Not compliant</b>		<b>TCS Pin (if no CSD #)</b>		
<b>B-BBEE Status Level verification</b>	None				
	All (except EMEs/QSEs): Certificate Issued by SANAS accredited verification agency.				
	EMEs/QSEs: Sworn affidavit by EME representative and attested to by Commissioner of oaths.				

<b>Are you the accredited representative in South Africa for the goods /services /works offered? If yes attach proof</b>	YES	NO
<b>FOREIGN SUPPLIERS: Do not complete this form. You must contact the Department to obtain the required documentation to be completed</b>		

<b>Total bid price (Incl. VAT)</b>	
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<b>DETAILED TERMS AND CONDITIONS FOR BIDDING ARE CONTAINED IN PAGES 2 TO 4 OF THIS DOCUMENT AS WELL AS IN THE ATTACHED SPECIFICATIONS / TERMS OF REFERENCE.</b>			
<b>Signature</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)		<b>Date</b>	
<b>Name of Signatory</b>			
<b>Designation of Signatory</b>			
<b>Name of bidder (if different)</b>			

## DECLARATION OF INTEREST (SBD 4)

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

Any other natural or legal person legal person may make an offer or offers in terms of an invitation to bid. , or persons having a kinship with persons employed by the state, including a blood relationship. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

<b>Full Name of bidder or his or her representative</b>	
<b>Identity Number</b>	
<b>Position occupied in Company (director, trustee, shareholder<sup>1</sup>, member):</b>	

**The names of all directors / trustees / shareholders / members, their individual identity numbers, and if applicable, employee / PERSAL numbers must be indicated in the CSD report provided.**

		YES	NO
<b>1.1</b>	<b>Are you or any person connected with the bidder presently employed by the state?</b>		
1.1.1	The bidder acknowledges that bids from Government employees or from companies/close corporations with directors/members that are government employees cannot be considered.		
1.1.2	The bidder further acknowledges that any false declaration in this regard will be reported to the relevant authorities		
1.1.3	If your answers to 1.1 is yes, then please provide details:		

		YES	NO
<b>1.2</b>	<b>Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?</b>		
1.2.1	If so, furnish particulars:		

<sup>1</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**DECLARATION OF INTEREST (SBD 4)**

		YES	NO
<b>1.3</b>	<b>Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?</b>		
1.3.1	If so, furnish particulars:		

		YES	NO
<b>1.4</b>	<b>Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?</b>		
1.4.1	If so, furnish particulars:		

		YES	NO
<b>1.5</b>	<b>Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract??</b>		
1.5.1	If so, furnish particulars:		

**2. Full details of directors / trustees / members / shareholders.**

See CSD report

**3. DECLARATION**

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			



## PREFERENCE POINTS CLAIM (SBD 6.1)

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

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

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

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#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).

- 1.2 The value of this bid is estimated to ~~exceed~~/not exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

(a) Price; and	80
(b) B-BBEE Status Level of Contribution.	20
<b>TOTAL</b>	<b>100</b>

- 1.3 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

- 2.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act with an annual turnover up to R10 million;
- 2.6 "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7 "proof of B-BBEE status level of contributor" means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;

**PREFERENCE POINTS CLAIM (SBD 6.1)**

- 2.8 “prices” includes all applicable taxes less all unconditional discounts;
- 2.9 “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act);
- 2.10 “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE: THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{l}
 \mathbf{80/20 \text{ (Up to R50,000,000)}} \quad \mathbf{Or} \quad \mathbf{90/10 \text{ (From R50,000,000)}} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \mathbf{Or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 4.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. An EME automatically qualifies as a level 4 contributor. An EME with at least 75% black ownership qualifies as level 1 contributor and an EME with black ownership from 51% to 74% qualifies as a level 2 contributor.
- 4.3 A Bidder other than EME must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. The certificate must be issued by a Verification Agency accredited by SANAS.

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.2 AND 4.1**

B-BBEE Status Level of Contribution: ..... = ..... (maximum of ~~10~~ 20 points)

(Points claimed in respect of paragraph 6 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**PREFERENCE POINTS CLAIM (SBD 6.1)**

**7. SUB-CONTRACTING**

Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable). If yes, indicate:

- (I) (what percentage of the contract will be subcontracted? .....%)
- (II) the name of the sub-contractor? .....
- (III) the B-BBEE status level of the sub-contractor? .....
- (IV) whether the sub-contractor is an EME or QSE? YES / NO (delete which is not applicable)
- (V) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	<b>✓</b>	<b>✓</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraph 6 of the foregoing document, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (I) The information furnished (including information in SBD 1) 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 paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (IV) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

**DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</b>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

**CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by The Department of Planning, Monitoring and Evaluation (Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

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