



RFP NUMBER:	RFP/SASSETA/201920129
DESCRIPTION:	Appointment of a Travel Management Company (TMC) to provide travel management services to SASSETA until 31st March 2023
PUBLISH DATE:	28 February 2020
CLOSING DATE:	23 March 2020
CLOSING TIME:	11h00
VALIDITY PERIOD:	120 Days from the closing date
PREFERENCE POINT SYSTEM	80/20
BID RESPONSES MUST BE HAND DELIVERED/ COURIERED TO:	SASSETA Offices Building 2 Waterfall Corporate Campus 74 Waterfall Drive Waterfall City Midrand 2090
ATTENTION:	Jackie Kwinika
NB: Bidders must ensure that they sign the tender register at the SCM Office when delivering their bids. Bidders who will use Courier companies are to ensure that the Courier company writes the name of the bidding company on the tender register. Submissions not registered on the tender register will be disqualified from further evaluation.	

The SASSETA logo should not be displayed any shape or form on proposals sent to SASSETA for consideration.

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

SECTION A

1. RFP Submission Conditions and Instructions
2. Terms of Reference
3. Selection Evaluation and Criteria
4. General conditions of contract
5. Contract price adjustment
6. Service level agreement
7. SASSETA requires bidders to declare
8. Conflict of interest, corruption and fraud
9. Misrepresentation during the lifecycle of the contract
10. Preparation costs
11. Indemnity
12. Precedence
13. Limitation of liability
14. Tax compliance
15. Tender defaulters & restricted suppliers
16. Governing law
17. Responsive for sub-contractors and Bidders personnel
18. Confidentiality
19. SASSETA property information
20. Availability of funds

SECTION B

1. Special Conditions of Bid and Contract
2. Invitation to Quote (SBD 1)
3. Pricing Schedule (SBD 3.3)
4. Declaration of Interest (SBD 4)

5. Preference Points Claim form in terms of Preferential Procurement Regulations 2017 (SBD 6.1). Bidders are to submit a certified copy of a valid B-BBEE Certificate or Sworn Affidavit.
6. Declaration of bidder's Past SCM Practices (SDB 8)
7. Certificate of Independent Bid Determination (SBD 9)
8. Submission Checklist
9. General Conditions of Contract (Annexure A)
10. Map to SASSETA offices (Annexure B)

NB.: Bidders are required to return the SASSETA attached Standard Bidding (SBD) forms and not submit SBD forms from other entities.

1. RFP SUBMISSION CONDITIONS AND INSTRUCTIONS

1.1 FRAUD AND CORRUPTION

- 1.1.1 All Service Providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

1.2 COMPULSORY BRIEFING SESSION

- 1.2.1 There will be no briefing session for this Request for Proposal.

1.3 CLARIFICATIONS/QUERIES

- 1.3.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) from Mr Jackie Kwinika at scm02@sasseta.org.za by **Tuesday 17th March 2020 at 12h00**. The bid number should be mentioned in all correspondence. **Telephonic requests for clarification will not be accepted**. If clarifying information will be made available to all bidders by e-mail only.

1.4 SUBMITTING BIDS

- 1.4.1 An original plus one (1) soft copy either on a CD or a flash drive of bid, should be handed in/delivered to:

Mr Jackie Kwinika
Supply Chain Management
SASSETA Offices
Building 2 Waterfall Corporate Campus
74 Waterfall Drive
Waterfall City
Midrand
2090

Bids should be submitted in a sealed envelope, marked with:

- ❖ RFP number: RFP/SASSETA/201920129
- ❖ Closing date and time: **Monday 23rd March 2020 at 11h00**
- ❖ The name and address of the bidder

Documents submitted on time by bidders shall not be returned.

1.5 LATE BIDS

- 1.5.1 Bids received late shall not be considered. A bid will be considered late if it arrived only one second after 11h00 or any time thereafter. Bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder with the person delivering the documents. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 1.5.2 The official Telkom time (dial 1026) will be used to verify the exact closing time (11h00)

- 1.5.3 Bids sent to SASSETA via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the SASSETA premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

1.6 DIRECTIONS TO SASSETA OFFICE FOR DELIVERY OF BIDS

- 1.6.1 Directions to SASSETA offices are attached as **Annexure B** to this document.
- 1.6.2 **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

1.7 FORMAT OF BIDS

- 1.7.1 Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their bid should be concise, written in plain English and simply presented.
- 1.7.2 Bidders are to set out their bid in the following format:

Part 1: Invitation to Bid (SBD 1)

Bidders must complete and submit the Invitation to Bid document.

Part 2: Pricing (SBD 3.3)

Bidders Must complete SBD 3.3 as attached to this request in full and also must submit their own detailed quotation on their Company letterhead inclusive of VAT and any other costs as per the requirements of the Terms of Reference.

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable

Part 3: Declaration of Interest (SBD 4)

Each party to the bid must complete and submit the Declaration of Interest.

Part 4: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1)

Bidders must complete and submit the Preference Points Claim Form.

A trust, consortium or joint venture:

- ❖ will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate OR a Letter from a registered Accounting Officer/ Auditor OR a sworn affidavit in terms of the Amended B-BBEE Codes from Exempted Micro Enterprises (EMEs) of R10 000 000 annual turnover.
- ❖ will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Part 5: Declaration of bidders past supply chain management practices (SBD 8)

Each party to the bid must complete and submit the Declaration of past supply chain management practices

Part 6: Certificate of Independent Bid Determination (SBD 9)

Bidders must complete and submit the “Certificate of Independent Bid Determination” document.

Part 7: Broad Based Black Economic Empowerment Certificate

Bidders are to submit an Original/Certified copy of a valid BBEE Certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. or a letter from an Accounting Officer/ Auditor or a sworn affidavit in terms of the Amended B-BBEE Codes from Exempted Micro Enterprises (EMEs) of R10 000 000 annual turnover.

Part 8: General Conditions of Contract

Bidders **must** initial each page of the General Conditions of Contract and submit with their bid document.

Part 9: Technical approach

Bidder must at least:

Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. Bidders are required to have the basic office equipment and the resource/s (which must include, laptop, 3G connection, landline, own office with the basic office equipment) will be located within the region where the work will be done. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.

Describe how the work will be managed. Provide an organisation chart clearly indicating:

- ❖ The lines of reporting and supervision within the bidder’s team.
- ❖ The lines of reporting between the bidder and SASSETA.

Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.

Describe the tasks, duties or functions to be performed by staff in these positions.

Indicate the number of hours required to complete each task and the number of hours to be provided by each team member. The bidder must be able to work within strict time lines and have the capacity to do so.

Provide information on any additional value added services for consideration by SASSETA, and which will form part of the overall proposed solution. Please note that the additional value ads must be priced separately in the space provided for in the pricing schedule.

Bidders are to present such information in a matrix. The following is provided merely as guidance. Bidders are free to elaborate as they see fit.

Outcome/ output	Activity	Team member(s) involved (name and position)	Person days for each team member	Total person days

Provide a work plan of activities. In addition to providing details of the estimated number of workdays for each activity, bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.

Please note that part 9 should be no longer than 10 single-sided A4 pages in Arial 11 (font size).

Part 10: Team Details

The bidder must provide:

- ❖ A comprehensive curriculum vitae (relevant to this bid and limited to two pages). In particular, the CV must highlight the team member(s) experience and qualifications to carry out the work.

NB: It is to be noted that team members proposed for this assignment cannot be replaced without prior approval by the SASSETA.

Part 11: Experience in this field

It is essential the service provider displays:

- ❖ Experience as set out in the terms of reference
- ❖ The Bidder must provide signed reference letters on company letterheads of previous clients where the Bidder provided similar services.

Part 12: Bidders National Treasury CSD registration report

Bidders to submit their CSD report indicating the validity of the bidder’s registration. Directors listed on SBD 4 to be the same as those listed on the CSD report.

1.8 NEGOTIATION

- 1.8.1 SASSETA has the right to enter into negotiation with a prospective service provider regarding any terms and conditions, including price(s), of a proposed contract.

- 1.8.2 SASSETA shall not be obliged to accept the lowest of any quotation, offer or bid.
- 1.8.3 SASSETA issues this bid invitation in good faith; however, it reserves the right to:
- ❖ Cancel or delay the selection process at any time, without explanation,
 - ❖ Not to select any of the respondents to this bid invitation, without explanation,
 - ❖ Exclude certain services, without explanation.
- 1.8.4 All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.

1.9 REASONS FOR REJECTION

- 1.9.1 SASSETA shall reject a bid for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 1.9.2 SASSETA may disregard the bid of any bidder if that bidder, or any of its directors:
- 1.9.2.1 have abused the Supply Chain Management systems of SASSETA.
 - 1.9.2.2 have committed proven fraud or any other improper conduct in relation to such systems.
 - 1.9.2.3 have failed to perform on any previous contract and the proof exists.
- 1.9.3 Such actions shall be communicated to the National Treasury.

2. TERMS OF REFERENCE

2.1 INTRODUCTION AND BACKGROUND

2.1.1. SASSETA was established on 1 July 2005. It is one of the twenty-one Sector Education and Training Authorities (SETAs) established in terms of the Skills Development Act (Act 97 of 1998) as amended. SASSETA's licence has been renewed until 31st March 2030. SASSETA is classified as a schedule 3A Public Entity in terms of the Public Finance Management Act, (Act 1 of 1999, as amended). SASSETA reports to the Department of Higher Education and Training.

2.2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

2.2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to SASSETA for a period of three (3) years.

2.2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by SASSETA for the provision of travel management services to SASSETA.

2.2.3. This RFP does not constitute an offer to do business with SASSETA, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

2.3 DEFINITIONS

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

2.3.2. **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 16:01 to 07:29 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

2.3.3. **Air travel** means travel by airline on authorised official business.

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

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

2.3.6. **Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.

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

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

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

- 2.3.10. International travel** refers to travel outside the borders of the Republic of South Africa.
- 2.3.11. 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.
- 2.3.12. 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.).
- 2.3.13. Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 2.3.14. 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.
- 2.3.15. 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.
- 2.3.16. Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- 2.3.17. Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 2.3.18. 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.
- 2.3.19. Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
- 2.3.20. Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of Government.
- 2.3.21. 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.
- 2.3.22. 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.
- 2.3.23. Travel Management Company or TMC** refers to the Company contracted to provide travel management services (Travel Agents).
- 2.3.24. Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

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

2.3.26. VAT means Value Added Tax.

2.3.27. 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.

2.4 LEGISLATIVE FRAMEWORK OF THE BID

2.4.1 Tax Legislation

2.4.1.1 Bidder(s) must be compliant when submitting a proposal to SASSETA 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).

2.4.1.2 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.

2.4.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2.4.1.4 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.

2.4.1.5 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.

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

2.5 Procurement Legislation

2.5.1. SASSETA 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).

2.6 Technical Legislation and/or Standards

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

2.7 BRIEFING SESSION

There is no briefing/clarification session for this assignment.

2.8 TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	28 February 2020
Questions relating to bid from bidder(s)	From 27 February 2020 to 17 March 2020 at 11h00
Bid closing date	23 March 2020 at 11h00
Notice to bidder(s)	SASSETA will endeavour to inform bidders of the progress until conclusion of the tender.

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

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

2.9 CONTACT AND COMMUNICATION

29.1. A nominated official of the bidder(s) can make enquiries in writing, to Jackie Kwinika via email scm02@sassetta.org.za. Bidder(s) must present all enquiries in writing and send to the above email address.

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

29.3. Any communication to an official or a person acting in an advisory capacity for SASSETA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

29.4. All communication between the Bidder(s) and SASSETA must be done in writing.

29.5. Whilst all due care has been taken in connection with the preparation of this bid, SASSETA 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. SASSETA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

29.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by SASSETA (other than minor clerical matters), the Bidder(s) must promptly notify SASSETA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford SASSETA an opportunity to consider what corrective action is necessary (if any).

- 29.7.** Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by SASSETA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 29.8.** All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

2.10 LATE BIDS

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

2.11 COUNTER CONDITIONS

- 2.11.1.** 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.

2.12 FRONTING

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

2.13 SUPPLIER DUE DILIGENCE

- 2.13.1.** SASSETA 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.

2.14 SUBMISSION OF PROPOSALS

2.14.1. Bid documents may either be posted to:

Mr Jackie Kwinika
 Supply Chain Management
 SASSETA Offices
 Building 2 Waterfall Corporate Campus
 74 Waterfall Drive
 Waterfall City
 Midrand
 2090

(preferably registered mail) OR placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.

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

2.14.3. The bidder(s) are required to submit one (1) original proposal document and one (1) CD-ROM/Flash drive with content of each file by the **Closing date 23 March 2020 at 11h00**. 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 & BBBEE)
Exhibit 1: Pre-qualification documents <i>(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))</i>	Exhibit 1: Pricing Schedule <i>(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)</i>
Exhibit 2: <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <i>(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i> 	
Exhibit 3: <ul style="list-style-type: none"> • General Conditions of Contract (GCC) <i>(Refer to Section 20 – Service Level Agreement)</i> 	
Exhibit 4: <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

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

2.15 PRESENTATION / DEMONSTRATION

2.15.1. SASSETA reserves the right to request presentations/demonstrations from the short- listed Bidders after functionality/desktop evaluation as part of the bid evaluation process.

2.16 DURATION OF THE CONTRACT

2.16.1. The successful bidder will be appointed from date of appointment to 31st March 2023.

2.17 SCOPE OF WORK

2.17.1. Background

2.17.1.1. SASSETA currently uses an outsourced Travel Management Company (TMC) to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process but are in the process of acquiring a fully automated system. Currently, the travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the SASSETA TMC who will book the required travel with the relevant service providers.

2.17.1.2. SASSETA's primary objective in issuing this RFP is to enter into agreement with a successful bidder who will achieve the following:

- a) Provide SASSETA 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 SASSETA without any degradation in the services;
- c) Appropriately contain SASSETA's risk and traveller risk.

2.17.2. Travel Volumes

2.17.2.1. The current SASSETA total volumes per annum includes air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for the financial year 2018/2019 as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel – Domestic	750	1 752 564
Air Travel - Regional & International	0	0
Car Rental - Domestic	290	400531,70
Car Rental - Regional & International	0	0
Shuttle Services - Domestic		318260
Accommodation - Domestic	450	725117,70
Accommodation - Regional &	0	0

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
International		
Transfers - Domestic	112	
Transfers - Regional & International	0	0
Bus/Coach bookings	24	187600
Train - Regional & International	0	0
Conferences/Events	60	2117256
After Hours	37	79 650
Parking	0	0
Insurance	TMC costs	TMC costs
Forex	0	0
GRAND TOTAL	1723	5 580 979,40

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

2.17.3. Service Requirements

2.17.3.1. 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 SASSETA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that SASSETA is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 07:30 – 16:00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current SASSETA travel business processes.
- d. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current SASSETA Travel Policy and implementations of controls to ensure compliance.
- f. 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.
- g. Provide a facility for SASSETA to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least five (5) contactable existing/recent clients which are of a similar size to SASSETA (150 employees).

- I. It is a requirement for the TMC to be a member of ASATA (Association of South African Travel Agents) and International Air Transport Association (IATA) licence/ certificate or any other recognised professional body (certified copy) at closing date. Proof of such membership must be submitted with the bid at closing date and time. Where a bidding company is using a 3rd party licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.

2.17.3.2. Reservations

The Travel Management Company will:

- a. Receive travel requests from travel bookers, respond with quotations (confirmations) and availability within four (4) hours unless specified as an emergency.
- b. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers an hour (60 minutes) from approval time and send it to the travel Booker and traveller via the agreed communication medium.
- c. always endeavour to make the most cost effective travel arrangements based on the request from the travel Booker.
- d. 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.
- e. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- f. book the negotiated discounted fares and rates where possible.
- g. 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.
- h. book parking facilities at the airports where required for the duration of the travel.
- i. Respond within 1 hour (60 minutes) and process all queries, requests, changes and cancellations timeously and accurately.
- j. facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- k. issue all necessary travel documents, itineraries and vouchers within one hour (60 minutes) from approval time to traveller(s) prior to departure dates and times.
- l. advise the Traveller of all visa and inoculation requirements well in advance.
- m. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- n. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- o. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- p. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- q. Visa applications will be the responsibility of the TMC and the relevant information should be supplied to the traveller(s) where visas will be required.
- r. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury are non-commissionable, where commissions are earned for

- SASSETA bookings all these commissions should be returned to SASSETA on a quarterly basis.
- s. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by SASSETA.
 - t. Monthly submission of proof that services have been satisfactorily delivered (invoices) as per SASSETA's instructions

2.17.3.3. Air Travel

- a. The TMC must 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 should 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.
- 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 tickets must be delivered electronically (SMS and email format) to the traveller(s) and travel bookers within an hour of approval.
- 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 fairs 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.

2.17.3.4. Accommodation

- 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 will obtain three (3) price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- 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 SASSETA's travel policy.
- d. SASSETA travellers may only stay at accommodation establishments with which the TMC has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or SASSETA.
- e. Accommodation vouchers must be issued to all SASSETA travellers for accommodation bookings and must be invoiced to SASSETA as per

- arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. 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.
 - g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

2.17.3.5. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the SASSETA Travel Policy 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 SASSETA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the SASSETA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

2.17.3.6. 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 and to respond within half an hour (30 minutes).
- b. A dedicated consultant/s must be available to assist SASSETA Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (16:01 to 07:29) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services and present a copy to SASSETA. This must include purchase order generation of the request within 24 hours.

2.17.3.7. Communication

- a. The TMC must conduct workshops and training sessions for Travel Bookers of SASSETA.
- 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 SASSETA stakeholders and link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

2.17.3.8. Financial Management

- a. The TMC must negotiate travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SASSETA for payment within the agreed time period.
- c. Ensure savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- d. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices SASSETA for the services rendered.
- e. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- f. Consolidate Travel Supplier bill-back invoices.
- g. Where the agreement between the TMC and SASSETA is to use a travel lodge card in this contract, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- h. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SASSETA's Supply Chain Management and Finance Department monthly. This includes attaching the Travel Authorisation, Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- i. Ensure Travel Supplier accounts are settled timeously.

2.17.3.9. Technology, Management Information and Reporting

- a. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- b. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- c. All management information and data input must be accurate.
- d. The TMC will be required to provide SASSETA 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.
- e. The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- f. Reports must be accurate and be provided as per SASSETA'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).

- g. SASSETA may request the TMC to provide additional management reports.
- h. Reports must be available in an electronic format for example Microsoft Excel.
- i. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 - A. Travel**
 - i) After hours' Report;
 - ii) Compliments and complaints;
 - iii) Consultant Productivity Report;
 - iv) Long term accommodation and car rental;
 - v) Extension of business travel to include leisure;
 - vi) Upgrade of class of travel (air, accommodation and ground transportation);
 - vii) Bookings outside Travel Policy.
 - B. Finance**
 - i) Reconciliation of commissions/rebates or any volume driven incentives;
 - ii) Creditor's ageing report;
 - iii) Creditor's summary payments;
 - iv) Daily invoices;
 - v) Reconciled reports for Travel Lodge card statement;
 - vi) No show report;
 - vii) Cancellation report;
 - viii) Receipt delivery report;
 - ix) Monthly Bank Settlement Plan (BSP) Report;
 - x) Refund Log;
 - xi) Open voucher report, and
 - xii) Open Age Invoice Analysis.
- j. 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.

2.17.3.10. Account Management

- a. An Account Management structure should be put in place to respond to the needs and requirements of the SASSETA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the SASSETA's account.
- b. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- c. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- d. Ensure that the SASSETA's Travel Policy is enforced.
- e. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- f. Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- g. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

2.17.3.11. Value Added Services

The TMC must provide the following value added services:

- I. Destination information for regional and international destinations:
 - (a) Health warnings;
 - (b) Weather forecasts;
 - (c) Places of interest;
 - (d) Visa information;
 - (e) Travel alerts;
 - (f) Location of hotels and restaurants;
 - (g) Information including the cost of public transport;
 - (h) Rules and procedures of the airports;
 - (i) Business etiquette specific to the country;
 - (j) Airline baggage policy; and
 - (k) Supplier updates
- II. Electronic voucher retrieval via web and smart phones;
- III. SMS notifications for travel confirmations;
- IV. Travel audits;
- V. Global Travel Risk Management;
- VI. VIP services for Executives that include, but is not limited to check-in support.

2.17.3.12. Cost Management

- a. The National Treasury cost containment initiative and the SASSETA's Travel Policy is establishing a basis for a cost savings culture.
- b. 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.
- c. 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.
- d. 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 SASSETA'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.

2.17.3.13. Quarterly and Annual Travel Reviews

- a. Quarterly reviews are required to be presented by the Travel Management Company on all SASSETA travel activity in the previous three-month period. These reviews are comprehensive and presented to SASSETA's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- b. Annual Reviews are also required to be presented to SASSETA's Senior Executives.

2.17.3.14. Office Management

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

- I. Senior Consultants
- II. Travel Manager (Operational)
- III. Finance Manager / Branch Accountant
- IV. Account Manager
- V. System Administrator (General Admin)

2.18. PRICING MODEL

2.18.1. SASSETA requires bidders to propose the transactional fee model.

2.18.1.1. Transaction Fees

2.18.1.1.1. Refer Annexure A3: Pricing Schedule

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

2.18.1.1.3. Off-site option **(Template 2)**

2.18.1.1.4. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

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

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

3. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
<p>Bidders must submit all documents as outlined in paragraph 8.1 (Table 1) below.</p> <p>Only bidders that comply with ALL these criteria will proceed to Gate 1.</p>	<p>Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and BEE).</p>	<p>Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.</p>

3.2 Gate 0: Pre-qualification Criteria

3.2.1 Without limiting the generality of SASSETA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** 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 compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal **WILL** be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
ASATA	YES	<p>Bidders are required to submit their Association of South African Travel Agents (ASATA) and/or any other recognised licence/certificate (certified copy) at closing date.</p> <p>Where a bidding company is using a 3rd party ASATA/recognised license/certificate, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>
IATA Licence / Certificate	YES	<p>Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate or any other recognised professional body (certified copy) at closing date.</p> <p>Where a bidding company is using a 3rd party licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>

Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3
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3.3 Gate 1: Technical Evaluation Criteria = 100 points

- 3.3.1** All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information. **Non-submission of any of the above mentioned items will disqualify a bidder's submission from evaluation.**
- 3.3.2** Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:
- Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 70 points of 80 points.
 - Presentation and system demonstration – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 10 points out of 20 points.
 - The overall combined score must be equal or above 80 points in order to proceed to Gate 2 for Price and BBBEE evaluations.
- 3.3.3** As part of due diligence, SASSETA will conduct a site visit at the TMCs premises for validation of the services presented.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	70
Presentation and On-site Reference Checks	20	10
OVERALL COMBINED POINTS	100	80

3.4 Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

- 3.4.1** Only Bidders that have met the 80-point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:
- 3.4.2** In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
 - B-BBEE status level of contributor (maximum 20 points)

3.4.2.1 Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s \ 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

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

3.4.2.2 Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SASSETA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or

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

c. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

3.4.2.3 Stage 3 (80 + 20 = 100 points)

The Price and BBEE points will be consolidated.

4. GENERAL CONDITIONS OF CONTRACT

4.1 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 SASSETA is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to SASSETA together with its bid, duly signed by an authorised representative of the bidder.

5. CONTRACT PRICE ADJUSTMENT

5.1 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.

STATS SA P0141 (CPI), Table E	Table E - All Items
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6 SERVICE LEVEL AGREEMENT

6.1 Upon award, SASSETA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by SASSETA, more or less in the format of the draft Service Level Indicators included in this tender pack.

- 6.2 SASSETA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 6.3 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
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 6.4 SASSETA 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 SASSETA or pose a risk to the organisation.

7 SPECIAL CONDITIONS OF THIS BID

7.1 SASSETA reserves the right:

- 7.1.1 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)
- 7.1.2 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 the preferred bidder(s).
- 7.1.3 To accept part of a tender rather than the whole tender.
- 7.1.4 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.
- 7.1.5 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.
- 7.1.6 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.
- 7.1.7 Award to multiple bidders based either on size or geographic considerations.

8 SASSETA REQUIRES BIDDER(S) TO DECLARE

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

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

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

9 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

9.1 SASSETA 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 SASSETA 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 SASSETA'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.

10 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

11 PREPARATION COSTS

11.1 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 SASSETA, 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.

12 INDEMNITY

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

13 PRECEDENCE

13.1 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.

14 LIMITATION OF LIABILITY

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

15 TAX COMPLIANCE

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

16 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

16.1 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. SASSETA 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.

17 GOVERNING LAW

17.1 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.

18 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

19 CONFIDENTIALITY

19.1 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 SASSETA's examination and evaluation of a Tender.

19.2 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 SASSETA remain proprietary to SASSETA and must be promptly returned to SASSETA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

19.3 Throughout this bid process and thereafter, bidder(s) must secure SASSETA'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.

20 SASSETA PROPRIETARY INFORMATION

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

21 AVAILABILITY OF FUNDS

21.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid **RFP/SASSETA/201920129** the SASSETA 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 there upon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

SECTION B

1. SPECIAL CONDITIONS OF CONTRACT

1.1. GENERAL

1.1.1 Proper bids for the services specified must be submitted.

1.2. ADDITIONAL INFORMATION REQUIREMENTS

1.2.1 During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted in writing, within two (2) working days or as otherwise indicated. Failure to comply will lead to your bid being disregarded.

1.3. CONFIDENTIALITY

1.3.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

1.3.2 All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding the SASSETA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.

1.4. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

1.4.1 Copyright of all documentation relating to this contract belongs to the SASSETA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

1.4.2 All the intellectual property (IP) rights arising from the execution of this Agreement shall vest in SASSETA and the Service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

1.4.3 In the event that the service provider would like to use information or data generated by the service, the prior written permission must be obtained from SASSETA.

1.4.4 SASSETA shall own all materials produced by the Service provider during the course of this contract, or as part of the service including without limitation, deliverables, documentation, reports, data, designs, concepts and other information whether capable of being copyrighted or not ("IP").

1.4.5 The Service provider assigns all IP rights in respect of all materials referred to in clause 1.3.4 to SASSETA. No other document needs to be executed to give effect to this cession, assignment or transfer.

1.4.6 The Service provider acknowledges and agrees that:

1.4.6.1 Each provision of clause 1.3 is separate, severally and separately enforceable from any other provisions of this agreement.

1.4.6.2 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement; and

1.4.6.3 This clause 1.3 shall survive termination of this agreement.

1.5. NON-COMPLIANCE WITH DELIVERY TERMS

1.5.1 As soon as it becomes known to the Service provider that he will not be able to deliver the goods/services within the delivery period and/or against the bid price and/or as specified, the SASSETA must be given immediate written notice to this effect. The SASSETA serves the right to implement remedies as provided for in the GCC.

1.6. WARRANTIES

1.6.1 The Service provider warrants that it is able to conclude this Agreement to the satisfaction of the SASSETA.

1.6.2 Although the Service provider will be entitled to provide services to persons other than SASSETA, the Service provider shall not without the prior written consent of SASSETA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the Service provider to provide the Services.

1.7. PARTIES NOT AFFECTED BY WAIVER OR BREACHES

1.7.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

1.7.2 No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

1.8. RETENTION

1.8.1 On termination of this agreement, the Service provider shall on demand hand over all documentation, information, etc., relating to the provision of services as per this bid without the right of retention, to the SASSETA.

1.8.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall

2. GENERAL CONDITIONS OF CONTRACT

2.1 The General Conditions of Contract must be accepted. The general conditions applicable to government entity bids, contracts and order are attached herein as **Annexure A** as they will apply to this bidding process.

2.2 Bidders are required to initial each page of the General Conditions of Contract as an indication of acceptance.

INVITATION TO BID

YOU ARE HEREBY INVITED TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SASSETA

RFP NUMBER: RFP/SASSETA/201920129 **CLOSING DATE:** 23 March 2020 **CLOSING TIME:** 11h00

DESCRIPTION: Appointment of a Travel Management Company (TMC) to provide travel management services to SASSETA until 31st March 2023

VALIDITY PERIOD: Offer to be valid for 120 days from the closing date of the bid

The successful bidder will be required to fill in and sign a written Contract Form.

BID DOCUMENT MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Mr Jackie Kwinika
Supply Chain Management
SASSETA Offices
Building 2 Waterfall Corporate Campus
74 Waterfall Drive
Waterfall City
Midrand
2090

Faxed or e-mailed bids will not be accepted.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids can be delivered between 08h00 and 16h00, Mondays to Friday, prior to the closing date and between 08h00 and 11h00 on the closing date.

All bids must be submitted on the official forms (not to be re-typed).

This RFP is subject to the following:

- General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- the Preferential Procurement Policy Framework Act, 2000
- the Preferential Policy Regulations, 2017
- All other SCM prescripts
- Bids submitted that do not comply with the following will be disqualified**
 - A late Bid (a bid arriving one second after 11h00 or any time thereafter)
 - A proposal not recorded in the Tender submission register
 - A proposal submitted without the ASATA or any other recognised licence/certificate (certified copy) at closing date.
 - A proposal submitted without the IATA licence/certificate or any other recognised professional body (certified copy) at closing date.
 - Submit full details of the pricing proposal as per **Annexure A3**

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP/SASSETA/201920129	CLOSING DATE:	23 March 2020	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a Travel Management Company (TMC) to provide travel management services to SASSETA until 31st March 2023				
BID RESPONSE DOCUMENTS MAY BE DELIVERED AT:					
SASSETA Offices, Building 2 Waterfall Corporate Campus, 74 Waterfall Drive, Waterfall City, Midrand, 2090					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Jackie Kwinika		CONTACT PERSON	Mr Jackie Kwinika	
E-MAIL ADDRESS	scm02@sasseta.org.za		E-MAIL ADDRESS	Scm02@sasseta.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

NAME OF SIGNATORY

SIGNATURE OF BIDDER:

N/B.: If a Company has one director as listed on CSD, the one Director MUST sign these documents on behalf of the Company. Any other member of the Company will require a Company Resolution to be attached to this submission signed by the duly Authorised Director

N/B.: If the Company has more than one Director as listed on CSD, a signed Company Resolution must be attached to confirm that the one Director can sign on behalf of the Company. Any other member of the Company will require a Company Resolution to be attached to this submission signed by the duly Authorised Directors.

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: RFP/SASSETA/201920129
CLOSING TIME: 11: 00	CLOSING DATE: 23 March 2020

**BIDDERS MUST COMPLETE ANNEXURE A3 –
PRICING SCHEDULE**

**Non-submission of a completed A3 will lead to
automatic disqualification**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a bid or written price quotation). 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 authorized representatives declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representatives:

2.2 Identity Number:

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

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors/trustees/shareholders/members, their individually Identity numbers, tax reference numbers and, if applicable, employee/PERSAL number must be indicated in paragraph 3 below.

1“state means-

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

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

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

NB: (Please tick NO or N/A if your answer was NO on 2.7. above)

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

NB: (Please tick NO or N/A if your answer was NO on 2.7. above)

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

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

.....
.....

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

2.8.1 If so, furnish particulars:

.....
.....

NB.: (If a bidder has had a contract with any government department, /municipality/entity/parastatal/SOE, etc. please tick YES on 2.8 above and name the institutions worked for)

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

2.9.1 If so, furnish particulars:

.....
.....

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

2.10.1 If so, furnish particulars:

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number/ Peral Number	Employee Number
Directors listed here to be the same as those listed on CSD.				

N/B. If more space required, Service providers are to copy this table onto their letterhead and provide information on all their directors/trustees/members/shareholders

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVES TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

(To be signed by a duly Authorised Delegate. A signed Company Resolution to be submitted).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this RFP is estimated **not to exceed** R50 000 000, **therefore the 80/20 reference point system shall be applicable.**

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

- (c) “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro 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;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**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;
- (i) “**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;
- (j) “**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

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = Level
(Bidder to state their B-BBEE level from level 1 to level 8)

6.2 Number of points claimed = (maximum of 20 points)
(Bidder to state the number of points claimed from 20 to 0)

(Points claimed in respect of paragraph 6.1 and 6.2 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor

7. SUB-CONTRACTING

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

Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

1.

2.

(Both witnesses are required to sign this document)

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

DATE:

ADDRESS

.....

.....

(To be signed by a duly Authorised Delegate. A signed Company Resolution to be submitted).

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

(To be signed by a duly Authorised Delegate. A signed Company Resolution to be submitted).

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

- 7. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 8. 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.
- 9. 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.
- 10. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature	Date
.....
Position	Name of Bidder

(To be signed by a duly Authorised Delegate. A signed Company Resolution to be submitted).

11. BIDDERS ARE ENCOURAGED TO USE THE FOLLOWING CHECKLIST WHEN SUBMITTING THEIR BIDS:

NO.	DETAILS	TICK BY BIDDER
1.	Part 1: Completed and signed the invitation to bid document (SBD 1) • To be signed by a duly Authorised Delegate.	
2.	Part 2: Completed and signed the Pricing schedule (SBD 3.3) • To be signed by a duly Authorised Delegate.	
3.	Part 3: Completed and signed the declaration of interest document (SBD 4). <i>(In case of a consortium/ joint venture, or where sub-Service providers are utilised, each party to the bid must complete and sign the declaration of interest document)</i> • To be signed by a duly Authorised Delegate.	
4.	Part 4: Completed and signed the Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1) • To be signed by a duly Authorised Delegate. • Not claiming points as per bullet 6.1 and 6.2 on SBD 6.1 will lead to B-BBEE points not awarded	
5.	Part 5: Completed and signed the Declaration of bidders past Supply Chain Management Practices document (SBD 8). <i>(In case of a consortium/ joint venture, or where sub-Service providers are utilised, each party to the bid must complete and sign the Declaration of bidders past Supply Chain Management Practices document)</i> • To be signed by a duly Authorised Delegate.	
6.	Part 6: Completed and signed the Certificate of Independent Bid Determination (SBD 9) • To be signed by a duly Authorised Delegate.	
7.	Part 7: Submitted an original/ certified copy of a valid BBEE Certificate/Sworn Affidavit signed by a Commissioner of Oath. <i>(In case of a trust, consortium or joint venture, bidders will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</i> • Non submission of a valid B-BBEE Certificate/sworn affidavit will lead to zero points awarded	
8.	Part 8: Submitted the General Conditions of Contract (initialled each page)	
9.	Part 9: Submitted the Technical approach	
10.	Part 10: Submitted the Details of the team and included their CV	
11.	Part 11: Submitted Experience in the field document and reference letters	
12.	Part 12: Bidders National Treasury Central Supplier Database (CSD) forms indicating the validity of the bidder's registration • Directors listed on SBD 4 to be the same as those listed on the CSD report	
13.	Part 13: Bidder's quotation on the Company letterhead inclusive of VAT and any other applicable costs	

NB.: Bidders are required to return the SASSETA attached Standard Bidding (SBD) forms and not submit SBD forms from other entities.

The SASSETA logo should not be displayed any shape or form on proposals sent to SASSETA for consideration.