



**cooperative
governance**

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA

DESCRIPTION:

APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY (TMC) FOR THE DEPARTMENT OF COOPERATIVE GOVERNANCE (DCOG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

TENDER NUMBER: T08/2021

**CLOSING DATE & TIME:
BID VALIDITY PERIOD:**

**14 January 2021, @ 11:00
120 days after closing date**

TENDER BOX ADDRESS:

87 Hamilton Street, Arcadia, Pretoria,0001

- Briefing Session**, the briefing session is **not compulsory**. Due to current COVID-19 regulations, the department cannot physically accommodate the expected number of bidders and the briefing will therefore be conducted online. Interested bidders must contact the SCM officials indicated below for a meeting on Zoom or MS Teams.
- Contact information:** Prospective bidders **may not under any circumstances** contact or engage any DCOG officials other than the officials indicated below. Enquiries sent to the DCOG officials below will be routed to the relevant employees and responses will be coordinated and provided by the officials indicated below.

ENQUIRIES			
Name:	Kgaugele Tselana	Mogoma Sekgothe	Nomvula Ntuli
Tel:	012 334 0912	012 334 0586	012 334 0820
e-mail:	KgaugeleT@cogta.gov.za	MogomaN@cogta.gov.za	NomvulaN@cogta.gov.za

The Department reserves the right to disqualify any bidder that contacts or engages any other DCOG employee except the ones indicated above on matters / enquiries / questions related to this tender.

- Bid format: A detailed bid in response to this ToR must be submitted.** The bid for contract implementation should contain all the information required to evaluate the bid against the requirements stipulated in these terms of reference. The following must be attached to the bid as Annexures:
 - Annexure A2:** Desktop Evaluation Technical Score Card and Compliance Checklist (Must use attached template).
 - Annexure A3:** Pricing Schedule. Bid price must **include VAT** and must be fully inclusive to deliver **all goods / services** indicated in the terms of reference (Must use attached Excel template).
 - All other forms / certificates required (see bid documents).

1. INTRODUCTION AND PURPOSE

The purpose of this TOR is to solicit bids from bidder(s) for the provision of travel management services to DCOG for thirty-six (36) months. The ToR makes provision for roles and responsibilities of the potential bidder required for the provision of travel management services. This bid does not constitute an offer to do business with DCOG, but merely serves as an invitation to bidder(s) to facilitate a requirements-based process.

2. DEFINITIONS

- **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e., 20h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- **Air travel** means travel by airline on authorised official business.
- **Authorising Official** means the employee who has been delegated by the DCOG Accounting Officer or CFO to authorise travel in respect of travel requests and expenses.
- **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- **Department** means the Department of Cooperative Governance (DCOG)
- **Domestic travel** means travel within the borders of the Republic of South Africa.
- **DCOG** means Department of Cooperative Governance.
- **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- **eCommerce** refers to the Government's buy-site for transversal contracts.
- **International travel** refers to travel outside the borders of the Republic of South Africa.
- **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).
- **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia, and Zimbabwe.
- **Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- **Transaction Fee** means the fixed negotiated fee charged for each specific sector / service type (e.g., car rental, air ticket), charged per type per transaction per traveller.
- **Traveller** refers to a government official, consultant or contractor travelling on official business on behalf of Government.
- **Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official or the act of final approval of a travel booking on an online system.

- **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g., the personal assistant of the traveller.
- **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- **Travel Sector** means a specific service arranged by the TMC on behalf of the Traveller, such as a flight, hotel accommodation, rental car, etc.
- **Trip** consists of one or more travel sectors.
- **Value Added Services** are services that enhance or complement the general travel management services e.g., rules and procedures of the airports.
- **VAT** means Value Added Tax.
- **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.
- **Virtual Card is a travel credit card which is specifically designed purely for business travel expenditure. There is typically one travel credit card number which is “lodged” with the TMC to which expenditure for all travel services is charged.**

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Tax Legislation

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

3.2. Procurement Legislation

DCOG has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of

1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

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

Bidder(s) should be aware of the legislation and/or standards specifically applicable to the provision of travel services for a government department.

4. **IMPORTANT DATES**

4.1. **Timeline of the bid process**

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out on page 1 of this document. All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at DCOG's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DCOG 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 DCOG extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

NO BID SUBMITTED AFTER THE CLOSING DATE AND TIME WILL BE ACCEPTED

5. **COMMUNICATION**

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

6. **COUNTER CONDITIONS**

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

7. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND FRONTING

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

8. SUPPLIER DUE DILIGENCE

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

9. SUBMISSION OF BIDS

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

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBEE)
Exhibit 1: Pre-qualification documents <i>(Refer to Section 14.1 - Stage 0: Pre-qualification Criteria)</i>	Exhibit 1: Pricing Schedule <i>(Refer to Section 14.4 –Stage 3: Price and B-BBEE of this tender document and Annexure A3 – Pricing Schedule)</i>
Exhibit 2: <ul style="list-style-type: none"> Technical Responses and Bidder Compliance Checklist for Desktop Evaluation (Including supporting documents). <i>(Refer to Section 14.2 – Stage 1: Desktop Evaluation Criteria)</i> 	

<p>Exhibit 3:</p> <ul style="list-style-type: none">• General Conditions of Contract (GCC) <p><i>(Refer to Section 15- <u>General Conditions of a contract</u>) of this tender document</i></p>	
<p>Exhibit 4:</p> <ul style="list-style-type: none">• Company Profile• Any other supplementary information	

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

10. PRESENTATION / DEMONSTRATION

DCOG reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process. This will include live presentation of the online booking tool: travel booking process, approvals, issuing of travel vouchers/ itineraries, reporting etc.

11. DURATION OF THE CONTRACT

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

12. SCOPE OF WORK

12.1. Background

DCOG currently manages the travel requisition and travel expense processes within the travel management lifecycle through an off-site service with a Travel Management Company (TMC). The travel requisition process is currently an online process done on a travel management system. The travel requisition is booked online by a consultant or DCOG official and submitted to the relevant authorising official through an automated SMS and email system. The authorising official approves the requisition through an approval link and vouchers are automatically issued and sent to the traveller and third-party service provider. DCOG's primary objective in issuing this bid is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide DCOG with the online travel management services in a consistent and reliable manner whilst maintaining a high level of traveller satisfaction in line with the service level standards.
- b) Achieve significant cost savings for DCOG without any degradation in the service standards and quality.
- c) Appropriately contain departmental and traveller risks.

12.2. Experience

The following should be submitted:

- (a) Evidence of track record in providing similar services (travel management services).
- (b) Reference letters with contactable numbers (at least 3)

- (c) Demonstration of knowledge and skills during the pre-evaluation presentation of a travel booking system rollout.
- (d) A minimum of three years' experience in managing an online travel management.

12.3. Travel safety, security, and confidentiality

The bidder must indicate the ability to provide information on travel risks in all countries and the process flow to follow should a need arise to evacuate DCOG travellers. The bidder must also indicate how they will handle confidentiality and safeguard DCOG data against any unauthorised individuals or third parties.

12.4. Travel Volumes

The current DCOG total travel volumes per annum includes air travel, accommodation, car hire, forex, conference, shuttles services, etc. The table below details the average DCOG transactions for a period of twelve months as follows:

Service Category	Estimated Number of Transactions per annum
Air Travel – Domestic	12 000
Air Travel – Regional/International	65
Refunds – Air Domestic	100
Refunds – Air International	5
Accommodation – Domestic	8 200
Accommodation Regional/International	– 40
Car Rental – Domestic	5 000
Car Rental – Regional/International	50
Transfers/Shuttle – Domestic	5 900
Transfers/Shuttle Regional/International	– 50
Train bookings Regional/International	– 10
Train bookings – Domestic	30
Parking bookings at airports	1 500
After hours per booking	1 600
Bus/Coach Bookings	10
Insurance	40
Visa Assistance (Provision of documents and advice)	60
Courier services for travel documentation (visa & passports)	60
Forex	5
VIP service surcharge	500
Conference/Events	30
Other (Specify)	-
Other (Specify)	-
Other (Specify)	-

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

12.5. Service Specifications/Requirements

12.5.1. 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 DCOG both locally and internationally. This will include employees, contractors, consultants, and clients where the agreement is that DCOG is responsible for the arrangement and travel costs.
- b. Provide travel management services from 08h00 – 20h00, Monday to Friday and provide emergency services outside the stipulated hours/days (including weekends and public holidays).
- c. Ensure that travel suppliers and negotiated agreements that are in place between DCOG / National Treasury and third parties are enforced. Assist with further negotiations for better deals with travel service providers.
- d. Ensure implementation and compliance with DCOG Travel Policy as well as the National Treasury travel framework and cost containment measures.
- e. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- f. Consolidate all invoices from travel suppliers for submission to DCOG.
- g. Ensure that all government rates and limits are implemented and adhered to and that proper authorisation is obtained from a delegated DCOG employee for any deviation from approved limits.

12.5.2. Reservations

The Travel Management Company will:

- a. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker as per cost containment measures required by National Treasury.
- b. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- c. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- d. book the negotiated discounted fares and rates where possible.
- e. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. Make provision for bookings at parking facilities at the airports where required, for the duration of the travel.
- g. respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)
- i. must issue online all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- j. advise the Traveller of all visa and inoculation requirements well in advance.
- k. assist with the arrangement of issuing of travel insurance for international trips where required.
- l. facilitate any reservations that are not bookable on the Global Distribution System (GDS).

- m. facilitate bookings that are generated through their own- or third-party Online Booking Tool (OBT).
- n. The TMC is not responsible for Visa applications; however, the relevant information must be supplied by the TMC to the traveller(s) where visas will be required.
- o. Airline fares, accommodation establishment rates, car rental rates, etc, that are **non-commissionable**, where commissions are earned for DCOG bookings all these commissions should be returned to DCOG monthly.
- p. Ensure confidentiality in respect of all travel arrangements.
- q. Timely submission of proof that services have been satisfactorily delivered (invoices) as per DCOG's instruction.
- r. Assist in facilitating issuance of forex/travellers' cheques for the officials and further advising on the foreign currencies applicable.

12.5.3. **Air Travel**

The online booking system must enable the traveller/booker to do the following:

- a. Book full-service carriers as well as low-cost carriers.
- b. Book the most cost-effective airfares possible for domestic travel.
- c. Book international flights from airline which provides the most cost effective and practical routings may be used.
- d. Obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller as well as be able to provide proof of price comparison.
- e. Ensure that the airline ticket includes the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Send airline booking confirmation/voucher electronically by SMS and/or email format to the traveller(s) and travel bookers promptly after booking before the departure times.

The TMC must be able to:

- g. 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. assist with tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. provide system generated proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. keep travellers always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access when required by travellers.

12.5.4. **Accommodation, Venues and Facilities**

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

be unable to accommodate the traveller, the TMC will advise on a suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or DCOG.

- f. Vouchers must be issued to all DCOG travellers for accommodation bookings and must be invoiced to DCOG as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g. The TMC must during their reporting period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

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

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

12.5.6. **After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. Provide travel management services during normal office hours (Monday to Friday 08h00 – 20h00) and provide emergency services outside the stipulated hours (including weekends and public holidays).
- d. After hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include timely assistance on urgent online bookings/changes.

12.5.7. **Communication**

- a. The TMC may be requested to conduct workshops and training sessions for DCOG Travel Bookers.
- b. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

- c. The TMC must ensure sound communication with all stakeholders and be able to link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

12.6. Technology – Online Booking Tool and invoicing / reporting

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

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

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

	<ul style="list-style-type: none"> • Whether rate is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector
Rental cars	<ul style="list-style-type: none"> • Relevant car group allowed. • Cancellation rules / penalties • Whether group is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector
Point-to-point transfer	<ul style="list-style-type: none"> • Group (standard / luxury / VIP etc.) • Rate • Cancellation rules / penalties • Whether group is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector

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

12.7. Financial Management and invoicing

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

- 12.7.1. The TMC will be responsible to manage third-party service provider accounts. This will include the timely receipt of invoices to be presented to DCOG for payment within the agreed time period.
- 12.7.2. The TMC must enable savings on total annual travel expenditure, and this must be reported, and proof provided during monthly and quarterly reviews.
- 12.7.3. The TMC will invoice DCOG separately for each service / sector. The invoice should clearly indicate the following:
- Unique invoice number
 - Name of traveller
 - Name of approver
 - Name of out of policy approver (if applicable).
 - Cost centre of traveller
 - Booking / Trip reference number (and DCOG purchase order number if provided)
 - Start and end dates (date sector/service started and ended)
 - Fee(s) charged for the service / sector (listed separately, not pooled).
- 12.7.4. An invoice from the TMC will be considered valid and will be processed by DCOG for payment if the following conditions are met:
- The invoice contains all the information stipulated above.
 - The sector/service was approved by an authorised DCOG approver.
 - Detailed third-party invoices are attached (except for air-travel)

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

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

12.7.6. DCOG will verify and pay valid invoices through a virtual card or directly within 30 calendar days.

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

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

12.8. Management Information and Reporting

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

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

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

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

12.8.5. DCOG may request the TMC to provide additional management reports.

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

12.8.7. Service Level Agreements reports must be provided on the agreed date. Reports shall include but not be limited to the following:

- Travel
 - a) After hours' report.
 - b) Reason for travel, amendments, and cancellations.
 - c) Proof of non-availability of all required travel services.
 - d) Spend Manager analysis.

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

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

12.9. Account Management

12.9.1. An Account Management structure in paragraph 12.13 below should be put in place to respond to the needs and requirements of the Department and act as a liaison for handling all matters about delivery of services in terms of the contract.

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

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

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

12.10. Value Added Services

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

12.10.1. 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

- 12.10.2. Electronic voucher retrieval via web and smart phones.
- 12.10.3. SMS notifications for travel confirmations.
- 12.10.4. Travel audits.
- 12.10.5. Global Travel Risk Assessment
- 12.10.6. VIP services for Executives that include but is not limited to check-in support.

12.11. **Cost Management**

- 12.11.1. The National Treasury cost containment initiatives and the DCOG's Travel Policy are establishing a basis for a cost savings culture.
- 12.11.2. It is the obligation of the TMC Consultant to always advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions.
- 12.11.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.
- 12.11.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with DCOG's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

12.12. **Quarterly and Annual Travel Reviews**

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

12.13 **Office Management**

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

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

The Key Account Manager must have at least 3 years' experience in providing travel management services to government clients.

13. PRICING MODEL

13.1. Transaction Fees

- 13.1.1. Bidders must provide the transaction cost per service rendered per sector. The transaction fee must be a fixed amount per service that is charged only once per sector/service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers (except for venue bookings, which are charged as a percentage of the cost).
- 13.1.2. The fees per sector quoted in the attached **Annexure A3** must be fully inclusive of 'Bill Back' charges where appropriate (DCOG may opt to discontinue virtual card services for certain categories of travel). The TMC must be able to offer all services on a 'Bill back' basis should DCOG decide to discontinue virtual card services. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DCOG for the services rendered. The fees per sector quoted by the TMC in the attached **Annexure A3** must be fully inclusive of 'Bill Back' charges.
- 13.1.3. The fees per sector quoted in the attached Annexure A3 must be fully inclusive of TMC charges for changes / cancellations where appropriate (based on an estimated 20% of bookings that require changes / cancellations). A separate refund processing fee can be charges for cancelled airline tickets only.
- 13.1.4. The TMC may not charge additional fees for no-shows, changes to or cancellations of bookings/service/sectors as the fee in Annexure A3 for each service/sector is deemed to include a provision for a reasonable number of changes / cancellations / no-shows (20% of sectors/services booked). This excludes any charges by third parties (such as airlines) for changes/cancellations/refunds as well as no-show charges by third parties that must be passed on to the Department.
- 13.1.5. All fees (except conference fees) must be based on sectors being booked online. The following fee may be charged in addition to the fixed service/sector fee:
- An after-hours consultant's fee (per sector/service) for assisting the booker / traveller in making or changing the sector outside of normal business hours (provided that the sector can be booked or changed online); or
 - VIP consultant's fee (per sector/service) for assisting the booker / traveller in making or changing the sector during all hours. This fee can only be levied for sectors booked for the Minister, Deputy Minister, and Director-General.
- 13.1.6. Fees must be charged per service/sector and must be included on the invoice for the service/sector. Fees may not be invoiced separately and may not be pooled (each fee charged must be indicated separately on the invoice).
- 13.1.7. The TMC may only charge fees indicated in the service level agreement. The Service Level agreement may only contain fees included in the bid documents (Annexure A3).
- 13.1.8. All fees provided must be VAT inclusive.

13.2. Volume driven incentives.

- 13.2.1. It is important for bidders to note the following when determining the pricing:
- National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers.
 - No override commissions earned through DCOG reservations will be paid to the TMCs.

- An open book policy will apply, and any commissions earned through the DCOG volumes will be reimbursed to DCOG.
- TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

14. EVALUATION AND SELECTION CRITERIA

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

The minimum standards consist of the following Stages:

Stage 0: Pre-qualification Criteria	Stage 1: Desktop Technical Evaluation	Stage 2: Live Presentation and Technical Evaluation	Stage 3: Price and B-BBEE Evaluation
See 14.1 below. Must meet all criteria	See 14.2 below.	See 14.3 below.	See 14.4 below

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

Stage 1: Desktop Technical Evaluation (excluding Presentation and online tool) – Bidders will be evaluated (using score card 1) based on their submitted bid documents only.

Stage 2: Presentation and Technical Evaluation - Bidders will be evaluated using score card 2A based on the presentation and score card 2B based on the online tool demonstration. **A bidder must score a minimum of 60 out of 100 to proceed to Stage 3.**

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

14.1. Stage 0: Pre-qualification Criteria

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

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

Score Card 0 - Refer to ToR to verify compliance

Item	CRITERIA – STAGE 0	Complied	Not Complied
1	Technical Bid (1 original, 1 copy and one compact disc (CD)) submitted.		

Item	CRITERIA – STAGE 0	Complied	Not Complied
2	Fully completed and signed documents listed below: <ul style="list-style-type: none"> • Invitation to Bid-SBD 1 • Declaration of Interest-SBD 4 • Pricing schedule SBD 3.3 • Preference Point Claim Form-SBD 6.1 • Declaration of Bidder's Past SCM Practices-SBD 8 • Certificate of Independence Bid Determination- SBD 9 		
3	Proof of Registration on Central Supplier Database (CSD) (MAAA number) which confirms that: <ul style="list-style-type: none"> • The bidder is Tax compliant. • Approval to do remunerative work outside the Public Service (RWOPS) for a public servant employed by the bidder or is a shareholder or board member of the bidder. Valid proof of approval must be attached. • The bidder is not on the list of tender defaulters and is not on the list of restricted bidders. 		
4	Valid B-BBEE certificate from a SANAS accredited verification agency or sworn affidavit which confirms that: <ul style="list-style-type: none"> • The bidder is B-BBEE compliant on the date the bid closed (B-BBEE contribution level greater than 0) 		
5	The bidder has an office in Gauteng that is staffed during normal office hours.		
6	Valid IATA (International Air Transport Association) certificate/licence		
7	Fully completed price schedule as per Annexure A3 in a separate envelope – Must be completed electronically, NOT by hand		
8	Most recent audited annual financial statements attached		
9	CVs of the project team (Account Manager, travel coordinator etc.) indicating relevant experience.		
10	At least three (3) signed trade references from other institutions including contact details. References include duration of contract, size of institution and indication performance. The trade references confirm that: <ul style="list-style-type: none"> • The bidder has provided similar (to DCOG scope) travel services to at least one organisation with 400 or more employees. • All three trade references confirm that the service provided was satisfactory • The bidder has at least three years' experience in providing travel management services 		

All documents must be completed and signed where required.

14.2. Stage 1: Desktop Evaluation Criteria

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

Score values:

0 – Non-compliance

1 – Poor / Partial compliance

2 – Satisfies the requirement with minor reservations

- 3 – Satisfies the requirement.
- 4- Satisfies the requirement with minor additional benefits.
- 5- Exceeds the requirement

#	TECHNICAL EVALUATION CRITERION	Reference	Weight	Highest Score
1.	Travel Services	Section 12.5	5X3	15
1.1	<p>The bidder is able to provide the travel services required by the department (can facilitate all services indicated under par 12 of this document as well as the costing sheet)</p> <ul style="list-style-type: none"> • Cannot provide any of the services required (Score = 0) • Can provide services below the standard required (Score=1) • Can provide partly services required (Score=2) • Can provide standard services required (Score=3) • Can provide services above standard required (Score=4) • Can provide all the services required and additional value-added services not stipulated (Score=5) 			
2	Bidders references and experience	Section 12.2	5X4	20
2.1	<p>Bidder's proven competency in rendering similar services, extensive knowledge of the project proven by the number years rendering the similar services including on-line booking tool. Testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) rendering similar services must be attached.</p> <ul style="list-style-type: none"> • The bidder did not submit references (Score=0) • Bidder references do not provide sufficient evidence of the experience required (Score=1) • Bidder has experience in rendering the required services (Score=2) • Bidder has sufficient experience in rendering the required services with one reference letters (Score=3) • Bidder has experience in rendering the required services with two reference letters (Score=4) • Bidder has experience in rendering the required services with three and more reference letters (Score=5) 			
3	Afterhours call centre	Section 12.5.6	5X1	5
3.1	<p>After hours call centre</p> <ul style="list-style-type: none"> • No after-hours support available (Score=0) • After-hours support with limited services (Score=1) • After-hours support with contact details (Score=2) 			

#	TECHNICAL EVALUATION CRITERION	Reference	Weight	Highest Score
	<ul style="list-style-type: none"> • After-hours Support with contact details and contact persons (Score=3) • After-hours support with trained staff on call 24 hours per day, 7 days a week, 365 days a year (Score=4) • After-hours support with trained staff and senior consultant/s on call 24 hours per day, 7 days a week, 365 days a year including VIP Services (Score=5) 			
4	Implementation Plan	Section 14.2	5X2	10
4.1	<p>Implementation plan</p> <ul style="list-style-type: none"> • No implementation plan (Score=0) • Implementation plan with no scope (Score=1) • Implementation plan with limited scope but not including timelines. (Score = 2) • Implementation plan with breakdown activities including timelines (Score = 3) • Implementation plan with breakdown activities including timelines, roles and responsibilities (Score = 4) • Implementation plan including timelines, individuals responsible for implementation (Key staff) and responsibilities with three years' experience (Score = 5) 			
5	Online booking tool	Section 12.6	5x4	20
5.1	<p>Online booking tool documented proof be attached</p> <ul style="list-style-type: none"> • No online booking tool (Score=0) • Third-party online booking tool that cannot be customised to DCOG requirements (Score=1) • Online booking tool that can be customised to DCOG requirements - setup and each subsequent change will be at a cost to DCOG (Score=2) • Online booking tool that can be customised to DCOG requirements - initial setup at a cost to DCOG, but subsequent changes free of charge (Score=3) • Online booking tool available that is fully customisable to DCOG requirements at no cost to DCOG (Score=4) • Online booking tool available that is fully customisable to DCOG requirements at no cost to DCOG including training (Score=5) 			
6	Fully comply with all National Treasury negotiated rates, limits and reporting requirements	12.5.2	5x2	10

APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY FOR THE DEPARTMENT OF COOPERATIVE GOVERNANCE (DCOG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS - TENDER NUMBER: T08/2021

#	TECHNICAL EVALUATION CRITERION	Reference	Weight	Highest Score
6.1	<p>The bidder can fully comply with all National Treasury negotiated rates, limits and reporting requirements.</p> <ul style="list-style-type: none"> • The bidder cannot comply with the stipulated requirements (Score=0) • Bidder partly comply with the stipulated requirements (Score=1) • Bidder comply with the stipulated requirements (Score = 2) • Bidder can fully comply with requirements (Score=3) • Bidder can fully comply with requirements including the implementation of discounted rates negotiated by the bidder (Score=4) • Bidder can fully comply with requirements including the implementation of discounted rates negotiated by the bidder and initiate costs savings for DCOG (Score=5) 			
	TOTAL SCORE			80

A bidder must achieve the minimum score for each element (criteria) to proceed to Stage 2. The points received for each criterion will be calculated by averaging the scores awarded by each Bid Evaluation Committee member.

14.3. Stage 2: Technical Evaluation Criteria – Live presentation / demonstration of online booking tool

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

#	TECHNICAL EVALUATION CRITERION	Reference	Weight	Highest Score
1	Reservations, financial management, reporting, cost management and additional charges	12.5	5X1	5

APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY FOR THE DEPARTMENT OF COOPERATIVE GOVERNANCE (DCOG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS - TENDER NUMBER: T08/2021

#	TECHNICAL EVALUATION CRITERION	Reference	Weight	Highest Score
1.1	<ul style="list-style-type: none"> • Reservations for international and domestic trips and related services including group bookings, travel Insurance, forex and etc. • The service provider has systems in place to ensure that all DCOG policy provisions, National Treasury instructions and cost containment measures are complied with for all travel bookings: • Financial management and invoicing. • Reporting and Management of Information. • Cost management. • Additional charges for no-shows, changes to or cancellations of bookings/service/sectors. The service provider meets the requirements stipulated under par. 12.8.7. <p>Provided none of the above requirements (Score=0) Provided one of the above requirements (Score=1) Provided two of the above requirements (Score=2) Provided three of the above requirements (Score=3) Provided four of the above requirements (Score=4) Provided five or more of the above requirements (Score=5)</p>			
2	Live presentation of the proposed online booking tool.	12.6	5X2	10
1.2	<ul style="list-style-type: none"> • Online booking tool customisable to meet unique DCOG requirements • Online tool access and security measures • Cost centre and approval setup • policy groups setup • Approval flows / escalations setup/dashboard to verify bookings prior to approval. <p>Provided none of the above requirements (Score=0) Provided one of the above requirements (Score=1) Provided two of the above requirements (Score=2) Provided three of the above requirements (Score=3) Provided four of the above requirements (Score=4) Provided five or more of the above requirements (Score=5)</p>			
3	Travel profiles, supporting documentation, invoicing,	12.6	5X1	5

#	TECHNICAL EVALUATION CRITERION	Reference	Weight	Highest Score
1.3	<ul style="list-style-type: none"> • Travel profiles • System support attachments (supporting documentation) • Invoicing data • Travel itineraries • Travel reports <p> Provided none of the above requirements (Score=0) Provided one of the above requirements (Score=1) Provided two of the above requirements (Score=2) Provided three of the above requirements (Score=3) Provided four of the above requirements (Score=4) Provided five or more of the above requirements (Score=5) </p>			
	TOTAL SCORE			20

A bidder must score a minimum of 60 out of 100 to proceed to Stage 3.

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

Only Bidders that received the minimum score for each element (criteria) AND the total minimum points for Stage 2 (both score cards 2A and 2B) will be evaluated at Stage 3 for price and BBEE. The standard price and BBEE evaluation methodology as described in the attached bid documents will be followed. The 80/20 evaluation system will be used for this bid. Bidders should ensure that B-BBEE certificates comply with the requirements stipulated in the bid documents and should familiarise themselves with requirements related to joint ventures and sub-contractors.

15. GENERAL CONDITIONS OF CONTRACT

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DCOG is prepared to sign an agreement with the successful Bidder(s).
- b. The bidder submitted the General Conditions of Contract to DCOG together with its bid, duly signed by an authorised representative of the bidder.
- c. Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

16. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation. The costing in Annexure A3 is based on an estimate 5% per annum escalation. Actual annual escalations will be negotiated annually between DCOG and the TMC, provided that such escalations may not exceed Consumer Price Index Headline Inflation as published by Statistics SA.

17. SERVICE LEVEL AGREEMENT

- 17.1. Upon award, DCOG and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DCOG. The Service Level Agreement will, as a minimum, contain the detailed services and standards indicated in this document.
- 17.2. DCOG reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto. DCOG reserves the right to cancel any award if the bidder is unable to agree to the service levels and standards stipulated in this document unless the bidder specifically and clearly declared his/her inability to deliver such services in the submitted bid documents.
- 17.3. Bidder(s) is/are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make bids to the indicators.
 - b. Explain each comment and/or amendment.
- 17.4. DCOG 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 DCOG or pose a risk to the organisation.

18. SPECIAL CONDITIONS OF THIS BID

DCOG reserves the right:

- 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)
- To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of preferred bidder(s). To accept part of a tender rather than the whole tender.
- To conduct site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 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.
- 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.
- Award to multiple bidders based either on size or geographic considerations.
- To only consider a bidder with offices in Gauteng.
- To invite short listed suppliers/companies at their own cost in Pretoria
- DCOG will not be held responsible for any costs incurred by the bidder/s in the preparation, submission, and presentation of bids

19. DCOG REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care, and diligence, in the interests of DCOG.
- b. Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- c. Act with circumspection and treat DCOG 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 DCOG.
- 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 DCOG as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DCOG will not be used or disclosed unless the written consent of the client has been obtained to do so.

20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 21.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DCOG relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 21.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DCOG against the bidder notwithstanding the conclusion of the Service Level Agreement between DCOG and the bidder for the provision of the service in question. In the event of a conflict between the bidder's bid and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

22. PREPARATION COSTS

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

23. INDEMNITY

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

24. PRECEDENCE

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

25. LIMITATION OF LIABILITY

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

26. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. DCOG reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if 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 DCOG, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DCOG further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

27. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

28. GOVERNING LAW

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

29. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. If DCOG allows a bidder to make use of sub-contractors, such sub-contractors will always remain the responsibility of the

bidder and DCOG will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

30. CONFIDENTIALITY

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

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

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

31. DCOG PROPRIETARY INFORMATION

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

The TMC shall allow DCOG to transfer information and access additional information for a period of five (5) years after the expiry of the contract.

32. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid **TENDER NUMBER: T08/2021**, the DCOG may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.