



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

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REFERENCE: VA49/38 - 2023/24
ENQUIRIES : tendersenquiries@dhs.gov.za

BID VA49/38 - 2023/24: APPOINTMENT OF A SERVICE PROVIDER TO RENDER ONLINE TRAVEL MANAGEMENT SERVICES FOR THE DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 (THIRTY- SIX) MONTHS)

- 1 You are invited to bid for the services as specified in the attached forms.
- 2 The closing date and time for submission of bid documents is **13 September 2024 @ 11:00**.
No late bids documents will be considered. All bids must please be deposited in the Tender Box situated at the main entrance of (DR. RUTH MOMPATI BUILDING, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA)
- 3 **It is compulsory that an original proposal/bid documents to be handed in on the closing date and time of the bid.**
- 4 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD 3.3, SBD4, SBD 6.1, as well as any other conditions accompanying this request are applicable.
5. **NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016**
 - 5.1 From 1 April 2016, institutions/departments may not award any bid to a supplier who is not registered on the Central Supplier Database (CSD).
 - 5.2 Please submit an original Bid document/Proposal and a USB
6. **BRIEFING SESSION**
 - 6.1 A Compulsory Briefing Session will be held as follows:

DATE: 03 SEPTEMBER 2024 VENUE: DEPARTMENT OF HUMAN SETTLEMENTS GOVAN MBEKI HOUSE (MAIN BOARDROOM) 240 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA, 0002 TIME: 10:00
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- 7 All enquiries relating to this bid must be addressed to tendersenquiries@DHS.gov.za

Regards

SUPPLY CHAIN MANAGEMENT
For: DIRECTOR-GENERAL
DATE: 22/08/2024
tendercovlet

THE DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER: BID VA49/38-2023/24

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER ONLINE TRAVEL MANAGEMENT SERVICES IN THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 MONTHS.

CLOSING DATE and TIME: 13 SEPTEMBER 2024 @ 11:00

CHECKLIST TO BE COMPLETED BY BIDDERS

TABLE OF CONTENTS:	Yes	No
➤ Invitation Letter/ Cover Letter		
➤ (TOR) Terms of Reference		
➤ POPIA Operator Checklist		
➤ SBD1 Invitation to Bid		
➤ SBD3.3 Pricing Schedule		
➤ SBD4 Declaration of Interest		
➤ SBD6.1 Preference Point: Purchases		
➤ General Condition of Contract		
SUPPORTING DOCUMENTS:		
➤ Company Profile		
➤ ID Copies of Directors		
➤ Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
➤ CSD Status Report		
COMPULSORY TO SUBMIT *** 1 ORIGINAL and 1 SOFT COPY OF THE WHOLE BID DOCUMENT IN A USB***		

COMPANY NAME: _____

SIGNATURE _____

DESIGNATION: _____ **DATE:** _____

Bid invitation check list: Compiled: SCM

TERMS OF REFERENCE

FOR

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
ONLINE TRAVEL MANAGEMENT SERVICES IN THE
NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A
PERIOD OF 36 MONTHS**





human settlements

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1 PURPOSE

1.1 The Department of Human Settlements (DHS) is looking to appoint a professional, competent and experienced Travel Management Company (TMC), to provide a fully integrated and holistic online service for travel arrangements in the Department.

1.2 **Service Scope:** The required Online Travel Booking Tool/ System/ Service must be provided:

- 1.2.1 To all persons travelling on behalf of the Department of Human Settlements, including employees and contractors, consultants and clients, where the Department is responsible for arrangements and costs of travel.
- 1.2.2 By ensuring that all travel requests and arrangements are processed against the most comparable rates and cost-effective options at the time of travel.
- 1.2.3 Developed and implemented to facilitate domestic and international bookings in line with the Department's requirements.

2 SERVICE REQUIREMENTS/ SPECIFICATIONS

2.1 The appointed service provider must provide an online booking system/ tool to fully process Departmental travel bookings.

2.2 **Transition, Piloting and Full Rollout:** TMC must have transition plan for piloting and full rollout implementation of the online services without interruptions, where:

- 2.2.1 The system must be established and operating, by the time the appointment is finalized;
- 2.2.2 The initial phase must be piloted within the first three (3) weeks; with
- 2.2.3 The full service must be up and running within the first three months;
- 2.2.4 The Service provider must have:
 - 2.2.4.1 Engagements with the outgoing service provider to ensure a smooth transition;
 - 2.2.4.2 Contingency measures in place to provide travel bookings, concurrent to the initial/ implementation phase of the project;
 - 2.2.4.3 Highly capable and experienced travel consultant(s) as back-office support, to take over and process any travel bookings, in case of any disruptions to the online service.

2.3 **User Training, Communication and Support:** TMC must:

- 2.3.1 Conduct workshops and training sessions to system users in the Department
- 2.3.2 Conduct inspections of accommodation establishment for proper service delivery to the Department
- 2.3.3 Manage services sourced from or provided by third party service providers, including addressing related service failures and complaints
- 2.3.4 Investigate all travel and service-related enquiries and disputes and provide prompt feedback in writing to the Department.
- 2.3.5 Ensure sound communication with all stakeholders. Link the business traveler, travel coordinator, travel Management Company in one smooth continuous workflow.

2.4 **On-Line System Technical Capabilities:** Must:

- 2.4.1 Have/ develop a holistic web-based online booking system/ tool that does not require any hardware installation on Departmental premises;
- 2.4.2 Be able to easily integrate with the Departmental e-mail solution (MS Outlook-Office 365);
- 2.4.3 Be able to offer mobile app solution on Android, IOS, Huawei and other mobile operating systems;
- 2.4.4 Be accessible to process travel bookings remotely;
- 2.4.5 Provide password protected user credentials, which must be constantly monitored for authenticity of registered users. Must allow users to change or update their passwords.
- 2.4.6 Highest security and encryptions:
 - 2.4.6.1 Be able to safeguard the Department's travelers' information;
 - 2.4.6.2 Enable password protected user credentials, which must be constantly monitored for authenticity of registered users. Must allow users to change or update their passwords.
- 2.4.7 Be fully electronic, integrated and compatible with the Department of Human Settlements' financial management system (SAP/ BAS) to administer travel bookings, amendments, cancellations and payment of invoices - Included in the tender price and not as a separate service.
- 2.4.8 Be able to consolidate accurately all travel expenses related management data and information into a single source document with automated reporting tools.
- 2.4.9 The service provider shall bear/ incur all licensing and costs for acquisition and configuration of the online system and services, service to suit departmental needs.

2.5 Online Travel Management Booking Tool/ System Functionalities:

2.5.1 User Profile Management Facility:

- 2.5.1.1 Ability to create, amend and update each traveler's profile, including special provisions and allowances where applicable, in accordance with the National Travel Framework;
- 2.5.1.2 Have vetting functionality to remove, amend user privileges on the system (users with booking, authorization, amendment and overriding privileges);

2.5.2 Cost Centre Management Facility: At Cost-Centre level (Branch, Chief Directorate, Directorate, Sub-Directorate Level)

2.5.3 Departmental Project Manager and System Administrator Privileges Facility: Must have full access to system, for constant monitoring and management of travel suppliers' database, including but not limited to:

- 2.5.3.1 Additions, removals, amendments, and management of each traveler's profile
- 2.5.3.2 Each System User profile, privilege, workflow management
- 2.5.3.3 Each Cost Centre Management
- 2.5.3.4 Additions, removals, and amendments of travel specifications
- 2.5.3.5 Supplier approval
- 2.5.3.6 Flagging

2.6 Provide 24/7 Online Travel Management booking services, including after-hours, to;

- 2.6.1 Configure various travel requests workflow processes and privileges: From traveler, to travel booker, verifier to approver;
- 2.6.2 Handle over one hundred (100) transactions at the same time, when required;
- 2.6.3 Provide real-time rates and availability of flights, hotel accommodation, car rentals and shuttle services.
- 2.6.4 Conduct comparative data analysis of various/ different travel modes and rates (e.g. airlines fares, car rentals, shuttles and accommodation establishments)

2.6.5 Air Travel

- 2.6.5.1 Track and manage unused e-tickets
- 2.6.5.2 Assist with booking of charters for VIPs via the existing transversal contract where applicable, as well as sourcing of alternative service providers for other charter requirements.
- 2.6.5.3 Submit proof on discounted published fares.

2.6.6 Accommodation

- 2.6.6.1 Department's travelers may only stay at accommodation establishments with which National Treasury has negotiated corporate rates.
- 2.6.6.2 Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveler, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or Department of Human Settlements.

2.6.7 Car Rental and Shuttle Services

- 2.6.7.1 Re-direct traffic fines to the relevant traveler.

2.6.8 International Travel/ Trips:

- 2.6.8.1 Advise Traveler of all visa and inoculation requirements in advance. **NB:** Visa applications will not be the responsibility of the TMC, however TMC will be expected to provide relevant information to traveler(s) where visas are required;
- 2.6.8.2 Assist with arrangement of foreign currency and issuing of travel insurance;
- 2.6.8.3 Source airline with the most cost effective and practical routings;
- 2.6.8.4 May offer alternative ground transportation to Traveller that may include rail, buses and transfers.

2.7 Outside Online System Bookings: On request:

- 2.7.1 Process any bookings that are not bookable on the Global Distribution System (GDS).
- 2.7.2 Process bookings generated through their own or third party Online Booking Tool (OBT) where it can be implemented. **NB:** Unless otherwise stated, all cases include domestic, regional and international travel bookings.
- 2.7.3 Negotiated airline fares, accommodation establishment rates, car rental rates etc. that are negotiated directly or established by National Treasury or by Department of Human Settlements are non-commissionable, where commissions are earned for the Department's bookings all such commissions should be returned to Department on a monthly basis.

2.8 After Hours and Emergency Services

- 2.8.1 TMC must provide a dedicated stand-by consultant(s) to provide after hours' services (including contact number) from Monday to Friday outside the official hours (17h00 pm to 7h30 am) and twenty-four (24) hours on weekends and Public Holidays, to all travelers/ travel bookers, to assist when required, with:
 - 2.8.1.1 After hours and emergency bookings;
 - 2.8.1.2 Unexpected changes to travel plans;
 - 2.8.1.3 VIP/Executive Travellers with after hour or emergency assistance.
 - 2.8.1.4 In case of when required, unexpected changes to travel plans can be made and emergency bookings attended to, should the system not allow the bookings to be made online.

- 2.8.2 After-hours booking must be uploaded on system for approval within 24 hours from date of booking.

2.9 Billing and Invoicing:

- 2.9.1 TMC must implement rates negotiated by National Treasury with travel service providers or discounted air fares, or maximum allowable rates established by the National Treasury where applicable.
- 2.9.2 **Tariff / Discount Adjustments:** TMC must furnish notices of imminent tariff adjustment in writing, especially in respect of air travel, car rental, shuttle services and ensure continuous negotiations for lower or higher discounts. Prices inclusive of VAT must be quoted in South African Rands.
- 2.9.3 TMC will be required to provide:
- 2.9.3.1 Functionality of the system should allow flight tickets to be paid through departmental Lodge Card
- 2.9.3.2 A 30 day bill-back account facility for all land arrangements (i.e. shuttle, car rental rail and any other road transportation) to the Department and 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Department of Human Settlements for the services rendered.
- 2.9.4 Pre-Payments: TMC will be responsible for upfront pre-payments:
- 2.9.4.1 Where required for smaller Bed & Breakfast/ Guest House facilities, at short notice and for same day bookings.
- 2.9.5 **Management of Service Provider Accounts:** TMC is responsible for:
- 2.9.5.1 Consolidation of all Travel Supplier bill-back invoices;
- 2.9.5.2 Uploading of all consolidated invoices and related supporting documentation on system, including proof of Travel Authorisations, Vouchers, copies of original supplier invoice charges as reflected on Service provider bill-back report or credit card statement;
- 2.9.5.3 Weekly submission to the Department's Finance Department;
- 2.9.5.4 Ensuring that Travel Supplier accounts are settled timeously.
- 2.9.5.5 Manage service provider accounts, including investigation and resolving and reporting on service queries and disputes.
- 2.9.6 Penalties incurred as a result of the system inefficiency or fault or that of the TMC's travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

2.10 Information Management and Reporting

- 2.10.1 Accounting information requirements:
- 2.10.1.1 Be able to consolidate accurate all travel expenses related management data and information into a single source document with automated reporting tools.
- 2.10.1.2 Compile and submit the Department's electronic monthly statements and invoices, for Flights (domestic/ regional and international); Car rentals; Shuttle services; and Hotel accommodation
- 2.10.2 Reporting Information requirements:
- 2.10.2.1 Compile and submit the Department's monthly, quarterly and annual travel expenditure related reports in any format required by the Department;

- 2.10.2.2 Submit a minimum of three (3) standard monthly accurate reports at no cost, also made available in an electronic format (e.g. Microsoft Excel), in line with the National Treasury's Cost Containment Instructions reporting template requirements, on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- 2.10.2.3 Report information must be available on a transactional level, reflecting details including the name of the traveler, travel dates, spend category (e.g. air travel, car hire, shuttle, accommodation).
- 2.10.2.4 Report and submit achieved savings on total annual travel expenditure, as proof provided during monthly and quarterly reviews.
- 2.10.2.5 Provide additional management report on request
- 2.11 TMC must familiarize themselves with the Department of Human Settlements:
- 2.11.1 Current travel business processes;
- 2.11.2 Current travel suppliers and negotiated agreements with National Treasury.
- 2.11.3 Current Travel Policy and implementation of controls to ensure compliance.

3 Acronyms/ Abbreviations: For purposes of these TORs, the following acronyms/ abbreviations have the following meanings:

ASATA	: Association of South African Travel Agencies
BAS	: Basic Administration System
CCM	: Cost Centre Management
CSD	: Central Supplier Database
CV	: Curriculum Vitae
DHA	: Department of Home Affairs (any border control agency national/international)
DHS	: Department Human Settlements
GDS	: Global Distribution System
IATA	: International Air Transport Association
IOS	: Iphone Operation System
KAM	: Key Accounts Manager
LDS	: Local Distribution System
NDC	: New Distribution Capability
OBT	: Online Booking Tool
PTA	: Personal Travel Allowance
SAP	: System administration and product
SAQA	: South African Qualifications Authority
SARS	: South African Revenue Services
SMS	: Short Message Services
TMC	: Travel Management Company
VAT	: Value Added Tax
VIP	: Very Important Persons

4. SCOPE OF WORK AND DELIVERABLES

4.1 Online Travel Booking System Required Technical Functionalities

NO	Functionality	Description of Required Functionalities
1.	Profiles, Privileges and Passwords	

1.1	Designation of process owner privileges	Must enable creation and designation of privileges at various process levels: • Travelers • Travel Bookers per cost centre • Verifier (Specific officials to verify every travel transaction prior to final approval) • Approvers (Chief Director level and above, as per DHS Financial Delegations) • Departmental Project Manager and System Administrators (For all service monitoring, evaluation, payment and reporting purposes) • Finance Officials (for Budget reports, payments processing) • Payments processing
1.2	Designation of back-up privileges	Must enable designation of two to three additional approvers for any other Cost Centre listed as back up or alternative approvers
1.3	Password protected user profiles	Must enable allocation of passwords to protect all user profiles on the system, and able to keep records of all transaction undertaken under any of the user profiles for audit purposes
2.	Travel Management	
2.1	Logging of Travel Request	Must allow traveler to log travel request with trip specifications, to designated travel booker within the cost centre
2.2	Travel Booking	Must allow designated travel booker to: • Request designated travel arrangements, including changes and cancellations, in accordance with applicable prescripts and instructions in the National Travel Policy Framework. • Book and obtain itineraries for a single traveler or group booking as (quotes to be available for 24 hour before its removed from the system)
2.3	Verification of Travel Request	Must allow designated officials to verify every travel transaction prior to approval
2.4	Approval	Must allow designated approvers as per Departmental delegations and per Cost Centre both within office and remotely, access to: • Be alerted via Mobile SMS and email message of submitted travel requests for approval, including reminder alerts of pending approvals • Process, approve or decline travel arrangements requested by travel bookers • Transmit approval messages through email and mobile SMS
2.5	Delegation of authority	Must allow: • Travel approver to delegate another official to approve when unable to process request • For escalation when travel arrangement is not approved within a certain time period.
2.6	Escalation	Must allow traveler/ travel booker to escalate travel request to the next higher level designated approved, if it is not approved within a certain time period.
2.7	Capturing/ Uploading of Travel Documents	Must allow traveler/ travel booker: • Capturing of all transaction details with device identifier (e.g. time stamp/ geolocation/ type of device used)

		Traveler to capture and upload copies of mandatory travel documents (ID, Driver's License)
2.8	Issue	Must allow: - Issuing of travel e-ticket, travel itinerary and vouchers for accommodation, car rental, shuttle and carport services - Transmission of issued e-tickets, car-hire vouchers and confirmed hotel accommodation through email and mobile SMS
2.9	Transmission/ Messaging of travel status	Must have compulsory mobile SMS and email message functionality to enable: - Remote access to system log request, make booking, verifications and approval; - Remind approvers of pending travel requests; - Alert travelers and travel bookers of approval status of logged requests - Transmission of issued e-tickets, car-hire vouchers and confirmed hotel accommodation through email and mobile SMS
2.10	My dashboard	Must allow traveler/ travel Booker to: - Profile Management: To manage own user profile, travel preferences, loyalties, travel rewards information, etc. - Trip Management: View trip information according to configured user profile. - View analytics and management information according to configured user profile.
3	Payment, Billing and Invoicing	
3.1	Pre-payment	Must enable immediate payment of airline ticket through travel lodge card
3.2	Billing and Invoicing	Must enable: - Issuing of invoices for accommodation, car rental and other services not paid via the lodge card; - Subsequent bill-back and issuing of invoices to Departmental BAS payment system
3.3	Uploading of travel Receipts	Must enable traveler to capture and upload Incidental Cost Receipts.
3.4	Payment	Must enable processing of payments for billed and issued invoices, through BAS system, for all successfully completed travels, per trip as per issued e-ticket, and vouchers for accommodation, car rental, shuttle and carport services.
4	Monitoring and reporting	
4.1	Reports and payments	Must allow report extraction in Word/ Adobe/ excel format for purposes of reporting and payment integration
4.2	Monitoring and Reporting of Travel Services and Expenditure	Must allow Departmental Project Manager access to pull, view, monitor and evaluate and service reports for all reporting, payment and query purposes: - All User Profiles and Credentials - All individual traveler expenditure reports - All Cost Centres' travel budgets, reports and expenditures

		All travel queries, invoice disputes Consolidated Departmental monthly travel reports and expenditure
4.3	Expense Management	System must: - Preferably have an expense management functionality; or enable its development thereof - Allow payment processors to view, evaluate and verify travel information, uploaded supporting documents and incidental costs receipts against submitted invoices
5	User, Service and System Management	
5.1	User Service and System administration	Must allow all institutions to: - Manage system users (including TMCs and visitors) - Configure workflow according to the Department's delegations of authority - Manage institution's travel deals, codes, group discounts (airlines, car hire, accommodation, etc.) - View management information for reporting and monitoring purposes
5.2	GDS Stock and Information	Global Distribution System (GDS) and non GDS suppliers' stock or information must be part of the system

5. KEY FUNCTIONAL REQUIREMENTS

5.1 Enabled Information System Interfaces/Integration/Extraction

Information required by the TMC from to Department of Human Settlements

No	Interfaces	Description
1	Human Resource System	Personal information of travelers/ travel bookers, verifiers, approvers, Project Manager, System Administrator
2	Budget/ Financial Management Systems (BAS, LOGIS)	Available Travel Budget per Cost Centre (For invoice submissions, verifications, approvals and payments)
3	Travel lodge card suppliers	Account reconciliation information
4	GDS/LDS/ other equivalent	Available stock (live) in airline, accommodation, car rental and shuttle
5	Central Supplier Database (CSD) information	All suppliers' information on all spheres of government
6	Department of Home Affairs (DHA)	For verification of Identification information

5.2 System Administration

No	Feature	Requirement	Attributes
1	HR Information Extraction	System must be able to extract information from the Department's Human Resource Management Systems (PERSAL, HR Manage, SmartGov)	Human resource information
2	Finance Information Extraction	System must be able to i extract information from Financial Management and Payment systems used by Department (LOGIS, BAS)	Budget and Payment information
3	Multiple TMCs	System should allow multiple use of TMC IATA licenses	IATA Licenses
4		System should allow the Departmental Project Manager and System Administration to:	

	Configuration and Maintenance	Manage users (traveler/ travel booker, verifier, approver, visitors and TMC)	Booking information
		Configure and allocate workflow processes and privileges to designated officials according to the Departmental delegations of authority	Delegation of authority information
		Configure the number of officials per institution group (group travel arrangements)	Booking information
		Configure the airline deal codes/ contracts per institution per airline	Deals/ discounts information

5.3 User Profile Management

No	Feature	Requirement	Attributes
1	Create	System must allow travel bookers per cost centre to create and make amendments to user profiles	Traveler Profile information
2	Change	System should allow Departmental Project Manager and system administrator to monitor to user profile details	Profile information
3	Capture	System should allow user to capture travel preferences within approved profile category	Profile information
4	Capture/ Change	System should allow traveler to capture/ upload their applicable loyalties and reward programs	Loyalties and rewards information
5	View	System should allow user, travel requester, verifier, approver and project manager to view traveler's profile, including user official salary level/ designation, travel class (economy/ business class for air travel, car rental, accommodation)	Profile information
6	Create and delete temporary profile	System should allow system administrator and travel requester to create visitor temporary profile with start and end date, which must be automatically deactivated on end date	Visitor information
7	Password	System should allow users at various levels to allocate and update personal passwords to log onto the system to process requests	Profile Security information

5.4 Travel Management

No	Feature	Requirement	Attributes
1	Default	System should automatically default to:	Profile information
		Traveler's profile with regards to travel class/ category (economy, Car Group, three (3)-star accommodation, etc.) according to policy rules	
		Authenticate traveler against their cost centre	
2	Capture	System should enable traveler/ travel booker to capture travel booking details, including: - Flight dates, times and travel class; departing and destination airports - Car rental type, category, pick-up and drop-off - Own vehicle drop-off and pick-up carports and, including alternative drop-off address	Booking information

		• Shuttle pick-up and drop off addresses and times • Accommodation type, category, including check-in and check-out dates • Ability to capture actual booking time on real time • Ability to reflect after hours bookings	
3	Capture	System should allow travel booker to request and capture group travel bookings across different cost centres	Booking information
4	View	System should be able to display and enable traveler/ travel booker to view all options of available flights, flight ticket, car rental, shuttle and accommodation from GDS and non GDS.	Booking information
5	Warning/ Alert	System should alert the traveler/ travel booker: • Of other travel bookings that have already been loaded on the system (future bookings) • Once a selection has been made of an airline ticket, car hire and/ or accommodation, of duration of the reservation and any applicable rules/ conditions thereof	Booking information Booking/ Reservation rules and conditions
6	Restart	Should the travel booking expire or be no longer active, the system should allow the traveler/ travel booker to restart the previously made travel booking	Booking information
7	Attachments	System should allow the traveler/ travel booker to upload attachment of supporting documents	Motivation/ authorization documents
8	Change	System should allow the traveler/ travel booker to make changes to travel booking with recorded reasons	Booking information
9	Cancellations	System should allow the traveler/ travel booker to make cancellations to the whole/ partial travel booking with recorded reasons	Booking information
10	International travel		
10.1	Attach	System should allow the traveler to upload trip supporting documents, including: • Trip Motivation • Trip authorization, • Trip financial implications, • Support delegation, • Role of each travelling official	Trip motivation, authorization, financial and other supporting documents
10.2	Capture booking	System should alert the traveler/ travel booker of all mandatory requirements and policies for visa, passport, travel insurance, health records, travel alerts, airline baggage, product limitations, etc.	International travel mandatory requirements and rules
11	Submit	System should be able to allow the traveler/ travel booker to submit travel request to the TMC, in the event that, they are not able to make own travel arrangement	Booking information

12	Capture booking	TMC stand-by staff should be able to process travel booking on behalf of traveler, on received request	Booking information
13	Alert/ Budget	System should be able to detect and alert the traveler/ travel booker when travel funds are insufficient/ not available	Budget information
14	Capture	Set unlimited number of rate rules (regional rates) and "rates tiers"	Booking information
15	Select	System should allow the user to select preferred (qualifying) option from displayed suppliers	Supplier information

5.4.1 Travel Management- Air

No.	Feature	Requirement	Attributes
1	Default	System should (in line with policy rules) default to:	
		The traveler's profile, with display of only the class of air ticket within the traveler's profile category (e.g. Economy or business class)	Profile information
		Only display available flights, date, time, departure and destination airports, as captured during booking	Booking information
2	Capture	System should allow the traveler/travel booker to deviate from the institution travel policy on flight bookings with recorded reasons and supporting documentation	Booking information
3	Select	System should allow the traveler/travel booker to select preferred flight from displayed options	Booking information
4	View	System should display:	Flight information
		All available flights options within the preferred time, across various airlines (including flights two (2) hours before and two (2) hours after preferred time)	
		The flight rules and conditions including non-refundable costs, cancellation fees, exclusions, extra baggage costs, etc	
5	Changes and Cancellations	System must allow the traveler/ travel booker to	Booking information
		Make changes/reschedule the flight booking at least two hours before the scheduled flight take-off with recorded reasons, (in case of emergencies, e.g. traffic, accidents, weather, etc)	
		Cancel the flight booking at least two hours before the scheduled flight take-off with recorded reasons	
6	Feedback	System should allow the traveler to rate quality of the airline's service on trip completion	Rating information

5.4.2 Travel Management- Car Rental

No	Feature	Requirement	Attributes
1	Default	System should (in line with policy rules) default to the traveler's profile:	

		With display of only the car rental group within the traveler's profile category, at requested reservation date and time	Profile information
		The traveler's pick-up point and drop-off points (usually from home address to airport)	Booking information
2	Capture	System should allow the travel booker to deviate from the institution travel policy with reasons, authorization and supporting documentation	Booking information
3	Select	System should allow the traveler/ travel booker to:	Booking information
		- Select inclusion of fuel card in the service (VIP travel profile locked) - Select car pick-up and/ drop-off points, where there are no flights involved e.g. travelling from Pretoria to Limpopo, Mpumalanga, North West, etc	
5	Extend/ Changes	System must allow the traveler/ travel booker to extend or make changes to the car rental booking (subject to delegated approver)	Booking information
6	Feedback	System should allow the traveler to rate the car rental company's service on trip completion	Rating information

5.4.3 Travel Management- Shuttle services

No	Feature	Requirement	Attributes
1	Select	System should allow the traveler/ travel booker to select the pick-up point and drop off points	Pick-up and Drop-off information
2	Change	System should allow the traveler/ travel booker to make changes/ cancellations	Booking information
3	Capture	System should allow the traveler/ travel booker to rate performance of driver, suppliers etc. on trip completion	Rating information

5.4.4 Travel Management- Accommodation

No.	Feature	Requirement	Attributes
1	Default	System should (in line with policy rules) default to the traveler's profile, to only display available accommodation facilities within the traveler's category, at requested reservation dates	Profile information
2	Select	System should allow the traveler/ travel booker to select destination from displayed options	Booking information
3	View	System should display:	Accommodation information
		- Once the traveler/ travel booker has captured the destination, available accommodation options within 5km radius - The accommodation facility's amenities, rules and conditions including, non-refundable costs, cancellation fees, non-smoking, WIFI, complimentary shuttle services, free parking, pool, gym, exclusions, etc	
4	Select	System should allow traveler/ travel booker to select one of the displayed available accommodation facilities, at requested reservation dates, including check-in and check-out dates	Booking information

5	Capture	System should allow the traveler/travel booker to deviate from the institution travel policy on accommodation bookings with recorded reasons and supporting documentation	Booking information
6	Pre-payment	System should allow making of a pre-payment, on request	Prepayment
7	Cancellations	System must allow the traveler/ travel booker to cancel confirmed accommodation booking at least seven (7) hours before the check-in time with recorded reasons	Booking information
8	Feedback	System should allow traveler to rate the quality of accommodation facility's service on trip completion (comfort, cleanliness, meals, etiquette, etc.)	Rating information

5.4.5 Group Travel Management- Accommodation

No	Feature	Requirements	Attributes
1	Capture	System should allow capturing of group travel arrangements according to the configured number of travelers as per institution policy	Booking information
2	Capture	System should allow both the travel booker or TMC to make group travel arrangements	Booking information
3	Capture	System should allow manual travel arrangements based on blocked booking/ negotiated rates	Booking information

5.4.6 Travel Management- Approval

No	Feature	Requirements	Attributes
1	Privilege Configuration	System should allow configuration of process privileges in line with Departmental delegation of authority	Delegation of authority
2	Submit booking	System should allow the traveler/ travel booker to submit booking to verifier and authorizing officials	Booking information
3	Workflow	System should allow: - Delegated Verifier Official to recommend/ not recommend travel booking with recorded reasons - Approver per Cost Centre to approve/ reject travel booking	Booking information
4	SMS/ Email notification	System must be able to send an SMS and Email notification to traveler/ travel booker, verifier or Authorizing official pertaining the travel booking. - To verifier, alerting them of requested travel booking for verification. - Verifier must be able to alert approver via SMS, on either recommended approval or declination of booking. - To approver, alerting them of requested travel booking for approval.	SMS/ Email notification

		Approver must be able to reply via SMS to either approve or decline a booking.	
		- To traveler/ travel booker notifying them of approval status of travel request - To traveler with travel details of approved travel (flight, car hire, accommodation)	

5.4.7 Travel Management- Delegation of Authority

No	Feature	Requirement	Attributes
1	Assign	System should allow: - Approver to assign another delegated approver from another cost centre to approve a travel request on their behalf - Out of office re-assignment and escalation functionality - An override approval facility to enable the delegated official to override an approval in the absence of the designated approver	For approvals only Assignment for approval Re-assignment/ Approval override
2	Escalation	Must allow traveler/ travel booker to escalate travel request to DDG within the same Branch/ Cost Centre, if it is not approved within a certain time period.	Escalation

5.4.8 Travel Management- Issue

No	Feature	Requirement	Attributes
1	Issue	Once the travel booking has been approved: - System must be able to issue a travel itinerary for the traveler/ travel booker - System must be able to issue e-ticket for airline - System must be able to issue car rental, shuttle and accommodation vouchers - The e-ticket and vouchers must also be available on a mobile device (SMS and email)	Travel Itinerary e-ticket Vouchers SMS/ Email notification
2	Re-issue	System should allow the traveler/ travel booker to re-issue e-ticket, vouchers and travel itinerary	Travel documents

5.5 Trip Management- My Dashboard

No	Feature	Requirement	Attributes
1	View	System should be able to display: - All trip information of the traveler as well as the status of approval - Role-based dashboard (analytics, management information etc) to the users	Travel information Management information

5.6 Bill Back

No	Feature	Requirement	attributes
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1	Attach	TMC should be able to upload invoices and credit notes for rendered flights, accommodation, car rental, shuttle and carport services	Invoices and Credit Notes
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5.7 Payment

No	Feature	Requirement	Attributes
1	Payment	System should be able to make immediate payment for flight ticket via travel lodge card, after approval has been granted	Immediate payment
	Pre-payment	System should allow making of a pre-payment for any of the travel services, on request in line with Departmental travel policy (flight, car rental, shuttle, accommodation, etc)	Prepayment
2	Upload	System should allow TMCs to upload and submit invoices and other supporting documentation for payment	Invoice information
3	Payment	System should be able to invoice accommodation and car rental, shuttle, and carport via the (Bill-Back) once the invoice has been submitted (30 days payment)	Invoice information
4	Interface	System should be able to interface with any payment systems used by Department (LOGIS, BAS)	Payment information
5	Multiple TMCs	System should allow multiple use of TMC IATA licenses	IATA Licenses

5.8 Management Information and Reporting

No	Feature	Requirement	Attributes
1	Reports	System should be able to generate reports (standard, statutory, ad-hoc and customizable etc)	Management information
2	Reports	System should allow the user to download the report in any format and version (Excel, PowerPoint, PDF, etc)	Management information

5.9 Suppliers

No	Feature	Requirement	attributes
1	View	System should be: - Able to interface with any GDS or LDS or any other individual equivalence - NDC capable for airline stock	Available stock on airline, accommodation, car rentals/ shuttle and carports information
2	Upload	System should allow the uploading of any inventory that is on a GDS or LDS, including institution specific negotiated rates	

6. Demonstration of the Department's Annual Travel Volumes and Costs over three years

6.1 Below, is an illustration of the Department of Human Settlements' number of transactions and total volumes per annum over a three year period, which includes air travel, accommodation, car hire, forex, etc.

6.2 Note: These figures are for illustration purposes only, intended to assist the bidders in preparation of their proposals. They are projections, which are based on current trends and may change during the tenure of the contract

Travel Item	Average Cost per annum over a 3-year period		
	2021/22	2022/23	2023/24
Domestic Flight	10 032 949	18 507 838	19 445 789
Domestic Accommodation	7 103 456	11 190 777	11 659 541
Domestic Car Rentals	10 066 377	12 156 777	12 374 020
Domestic Shuttles	6 264 128	7 911 556	8 432 749
Domestic Airport Parking	-	14 198	26 023
Agency Fees	795 968	8 176 302	7 019 494
International Flights	85 129	6 423 563	2 352 404
International Accommodation	-	2 377 460	1 983 845
International Transfers	-	1 287 318	1 009 873
TOTAL	61 98 739	68 045 789	64 303 738

7. LEGISLATIVE FRAMEWORK OF THE BID

7.1 Tax Legislation (Requirements and Conditions of this Bid)

- 7.1.1 Bidder(s) must be compliant when initially submitting their proposal to the Department of Human Settlements 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). The successful bidder must remain compliant for duration of the contract term.
- 7.1.2 Tax matters of the successful bidder must be in order, or satisfactory arrangements must have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 7.1.3 Tax Compliance status requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- 7.1.4 When submitting this bid, it is deemed that Bidders have granted written confirmation that, SARS may on an on-going basis during the tenure of the contract, disclose the bidder's tax compliance status.
- 7.1.5 Bidders must be registered on the Central Supplier Database, where the National Treasury shall verify the bidder's tax compliance status.
- 7.1.6 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.

7.2 Procurement Legislation

- 7.2.1 The Department of Human Settlements 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) .

7.3 Technical Legislation and/or Standards

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

7.4 Protection Of Personal Information

- 7.4.1 The successful bidder must comply with provisions of all the Data Protection Legislation, that apply in relation to any Personal Information processed in connection with this bid. Agreement, and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data.

NB: a) In addition to the requirements listed above, the service provider will be processing personal information on behalf of the DHS, as a result the service provider needs to demonstrate that it complies with Protection of Personal Information Act, 4 of 2013 ("POPIA").

b) The service provider must complete the Operator Checklist and provide all necessary information, which will then be assessed the DHS. The appointment of the service provider is conditional upon demonstrating compliance with POPIA.

8 COUNTER CONDITIONS

- 8.1 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.

9 FRONTING

- 9.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.
- 9.2 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.
- 9.3 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 Department of Human Settlements may have against the Bidder / contractor concerned.

10 SUPPLIER DUE DILIGENCE

- 10.1 Department of Human Settlements reserves the right to conduct supplier due diligence prior to final award. Should the shortlisted bidder be found not be compliant with the Regulations, the department may regard the bid as non-responsive. The successful bidder must remain compliant for duration of the contract period or the contract may be terminated.

11 DURATION OF THE CONTRACT:

- 11.1 The successful bidder will be appointed for a period of 36 (thirty-six) months.

- 12 **BID REQUIREMENTS:** On submission of bids, bidders must:

12.1 The bidder has to submit a bid response documentation pack and it must be delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and the bidders are expected to submit the following:

- ◆ Copies in two separate batches (1) Technical proposal inclusive of all
- ◆ Standard Bidding documents and all tender supporting documents .(2) Price proposal
- ◆ One original, 2 exact copies of the original technical and price proposal
- ◆ CD/USB containing a true copy of the technical proposal and price proposal.

12.2 Submit signed testimonials/ reference letters from at least three (3) contactable existing/ recent clients (within the past 3 years) of a similar size to Department of Human Settlements;

12.3 Submit proof of membership with ASATA (Association of South African Travel Agents) and IATA (International Air Transport Association).

13 EVALUATION AND SELECTION CRITERIA

13.1 Department of Human Settlements has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Phase	Description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	YES
Phase 2	Mandatory requirements	YES
Phase 3	Evaluation on functionality	YES
Phase 4	Presentation	YES
Phase 5	Evaluation on Price and Specific goals	YES

14 PRICE PROPOSAL/ COSTING TEMPLATE/ PRICING MODEL

14.1 The Department of Human Settlements requires bidders to propose pricing models being the transactional fee model.

14.2 Transaction Fees (Refer Annexure A3: Pricing Schedule)

14.3 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.

14.4 Phase 1: Administrative Pre-Qualification Requirements

14.4.1 The bidder must comply with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

14.4.2 Should the Bidder fail to comply with any of the administrative pre-qualification requirements, or if the department is unable to verify whether the pre-qualification requirements are met, the department reserves the right to:

14.4.2.1 Reject the bid and not evaluate it; or

14.4.2.2 Accept the bid for evaluation on condition that, the Bidder must submit within 7 (seven) days, any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

14.4.3 All bids will be measured against the administrative pre-qualification requirements. Only bids that comply with the criteria below will be considered for further evaluation.

14.4.4 Service providers must:

14.4.4.1 Be registered with the Central Supplier Database (please attach recent (CSD) report/ proof with the company's unique number and M number);

14.4.4.2 Provide Tax Compliance status- Pin issued by SARS;

14.4.4.3 Submit completed and signed Standard Bidding Documents (SBD forms).

14.4.5 NB: Failure to provide any of the above requirements within (7) days before awarding, will lead to automatic disqualification of the bid proposal.

14.5 Phase 2: Technical Mandatory Requirements

14.5.1 At least 5 years valid Association of South African Travel Agents (**ASATA**) and **International Air Transport Association (IATA)** membership (compulsory) International travel support network 5 years proof of valid membership (ASATA and IATA)

14.6 Phase 3: Evaluation On Functionality

14.6.1 Bids that have qualified on the pre-qualification requirements will be further evaluated strictly according to the criteria set out below.

14.6.2 Bids must meet a minimum threshold of 70% for the technical elements, otherwise they will be regarded as non-responsive and be disqualified.

14.6.3 Bids that do not meet or exceed 70% of the technical threshold will not be evaluated further.

14.6.4 Each bid's technical proposal will be evaluated as per the criteria below in respect to the evaluation matrix and will be rated according to the scoring guide.

14.6.5 Bidders must furnish detailed information in substantiation of compliance to the evaluation criteria In order to ensure meaningful participation and effective comparison.

	Criteria	Sub-Criteria	Scoring Guide	Total Weight/ Score
1	Company Experience: Service provider must have proven years of experience in industry, with written and signed references of clients where similar services in both public and private sectors were provided, on: ▪ Rendering online travel management services for various organisations ▪ Facilitation of international travel, including proof of support network for international trips ▪ Provision of VIP client services Non-attachment of signed client references = 0	Company Profile with detailed Portfolio of similar work done in both public and private sectors: ▪ 5 years and above ▪ 1-4 years. ▪ Below 12 months Proof of signed contactable references on clients' official letterhead, where services were provided: ▪ 6 or more signed reference letters ▪ 3-5 signed reference letters ▪ 1-2 signed reference letters ▪ 0 signed reference letters	10 5 0 15 10 5 0	25
2	Team Capability, Qualifications and Experience Project Manager: Submit a detailed CV on experience in managing Travel Management Services, with certified copies of 3 year SAQA accredited tertiary Qualification(s) in relevant travel related industry. Non-attachment of copies of CVs and certified = 0	Project Lead/ Principal -Key Accounts Manager (KAM): a) Detailed CV, with years of relevant experience in managing services/ projects of a similar nature and proven knowledge and use of industry online GDS software: b) Copies of relevant qualifications, ▪ 5 years plus experience ▪ Less than 5 years' experience Accounts Manager:	15 10	25

		a) Detailed CV, with years of relevant experience in providing services/ projects of a similar nature and proven knowledge and use of industry online GDS software: b) Copies of relevant qualifications, 3 years plus experience - Less than 3 years' experience	5 0	
		Service Consultant: a) A detailed CV, with at least 5 years of relevant experience in providing services/ projects of a similar nature 5 years plus experience - Less than 5 years' experience	5 0	
3	Business/ Technical Capability Requirements: - Evidence of possession/ access to online booking tool, compatible with Department's software environment (Microsoft 365, IOS, Android, Huawei mobile platforms) - Online Web-based solution/ tool that requires no hardware installation on Departmental premises	Evidence of own or access to third party online booking system 6 years or more on company use of online booking tool 1-5 years or more on company use of online booking tool - Below 12 months on company use of online booking tool	15 10 5 0	25
4	Proposal on Delivery of Key Functional Requirements Submit a detailed proposal on how the online booking system will provide and deliver the Departmental online travel management services, in response to all (each and every) Key Functional Requirements, as listed under Sections 4 and 5 of this document NB: Omission of any phase of Key Functional Requirements under Sections 4 and 5 in Bid Proposal, will render the proposal = 0	A detailed proposal on how online service will cater for Departmental travel needs, per numbered phase/ section of each Key Functional requirements and deliverables therein, as outlined under Sections 4 and 5 of this document.	25	25
	Total		100	

NB:

- All bids that scored less than ⁷⁰~~75~~ out of 100 on functionality will not be considered for the live presentation/demonstration phase 4
- In the event that, the project lead/ engagement manager leaves the employ of the service provider (for whatever reason) during the contract, the appointed service provider must replace them with a qualified and competent project lead person who equally satisfies the respective listed skills.

14.7 Phase 4 Presentation/ Demonstration of the system

- 14.7.1 Bids that have qualified on the pre-qualification requirements will be further evaluated strictly according to the criteria set out below.
- 14.7.2 Bids must meet a minimum threshold of 90% for the technical elements, otherwise they will be regarded as non-responsive and be disqualified.
- 14.7.3 Bids that do not meet or exceed 90% of the technical threshold will not be evaluated further.
- 14.7.4 Each bid's presentation will be evaluated as per the attached presentation/demonstration criteria

NB:

- All bids that scored less than 90 out of 100 on functionality will not be considered for the pricing evaluation.
- In the event that, the project lead/ engagement manager leaves the employ of the service provider (for whatever reason) during the contract, the appointed service provider must replace them with a qualified and competent project lead person who equally satisfies the respective listed skills.

14.8 Phase 5: Evaluation on Price and Specific Goals

- 14.8.1 Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations, 2022.

80/20 PREFERENCE POINT SYSTEM

	Points (80/20)
Price	80
Specific Goals	20
Total points for Price and SPECIFIC GOALS	100

- 14.8.2 A maximum of Twenty (20) points may be allocated and awarded to a tender in line with the selected specific goals (Women, Youth, Disability). In cases where there are some specific goals that must be selected, such goals must be clearly specified in the RFQ/RFP including the required list of returnable documents to enable the NDoHS to allocate points.

- 14.8.3 The points must be allocated and awarded as follows:

Specific goals allocated for procurement	Number of points allocated (80/20 system)	Proof to claim points for specific goals with the tender
Promotion of Women owned entities	10 51% or more owned by Women	a certified copy of the founding documentation of the company with which the ownership is listed Certified copy of identity document such as SA ID book. latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company.
Promotion of Youth owned entities	8 51% owned or more by Youth	a certified copy of the founding documentation of the company with which the ownership is listed. Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration.

			latest Central Supplier Database (CSD) report with Youth as owners/shareholders/directors of the company.
Promotion of entities owned by disabled people	2	51% or more owned by people living with disabilities	a certified copy of founding documentations of the company with which the ownership is listed A signed letter from a duly authorised medical practitioner. latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company

14.8.4 The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

14.8.5 The following formula must be used to calculate the points out of 80 for price in respect of tender with a rand value not exceeding R 50 million (*inclusive of all applicable taxes*). The lowest acceptable tender must score 80 points for price, and other tenders which are high in price must score fewer points, on *pro rata* basis.

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

Where -

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration; and
 P_{min} = Price of the lowest acceptable tender

15 RULES OF BIDDING/ SPECIAL CONDITIONS OF the BID and CONTRACT

15.1 The shortlisted companies will be required to conduct a presentation to the Department at no cost to the NDoHS.

15.2 The NDoHS will enter into a single contract with a single company for the delivery of the work set out in these terms of reference. It will be expected that the contracted company has necessary expertise secured via subcontract, or under a joint venture arrangement.

15.3 The required service must commence one week after the official order has been placed and contract signed.

15.4 The service provider will be required to sign a Nondisclosure agreement regarding the protection of NDoHS Personal information that is in the department.

15.5 Personnel of the service provider shall adhere to security regulations of the NDoHS. This entails issues like locking all valuables and computer equipment, remove of any computer equipment from the Department's premises.

15.6 On submission of bid proposals:

15.6.1 South African companies submitting bids as part of a consortium or joint venture, must submit Valid Tax Compliance status- Pin issued by SARS;

15.6.2 Foreign companies submitting bids must familiarise themselves with the South African laws and local conditions and take them into account in preparation of such bid proposals.

15.6.3 Bids proposals must be costed in South African Rands, on a fixed rates per hour basis.

- 15.6.4 Bidders' costs of preparing bids and negotiating contracts will not be reimbursed.
- 15.6.5 Bidding companies may ask for clarification on these terms of reference up to close of business 48 hours before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email: tendersenquiries@dhs.gov.za
- 15.6.6 Bidding companies must not contact the Department or any member of the bid committees members, on any matter pertaining to their bid, from the time when bids are submitted to the time that the contract is awarded to the successful bidder. Any bidder who attempts or engages in acts of influencing any bid specification, evaluation, comparison, adjudication or award processes or decision in any matter, may result in rejection of the bid concerned.
- 15.6.7 No incomplete tenders, late tenders and tenders received telegraphically or per facsimile shall be accepted.
- 15.6.8 A two-envelope system must be used, with one envelope containing only the price proposal and the other envelope containing the technical proposal, Tax Compliance status- Pin, and all other tender documents.
- 15.6.9 Bids must be submitted in copies of two separate batches of the (1) Technical and (2) Price proposal, with one USB copy and 2 exact hard copies of the original technical and price proposal.
- 15.6.10 The deadline for submission of bids is **11h00 on 13 September 2024**
- 15.6.11 Bids must be submitted by hand to: **THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 260 JUSTICE MOHAMED STREET, GOVAN MBEKI BUILDING PRETORIA, 0001**
- 15.6.12 Bids must be clearly marked:
 Bid Number: **VA49/38 – 2023/24**
 Service provider
 National Department of Human Settlements; Directorate: Supply Chain Management
 Attention: Demand and Acquisitions
- 15.7 The Department reserves the right to:
- 15.7.1 To withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- 15.7.2 To call interviews with short-listed bidders before final selection.
- 15.7.3 To negotiate prices with the preferred bidder.
- 15.7.4 To return late bid submissions unopened.
- 15.7.5 Not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format may invalidate your bid.
- 15.8 The Department is not bound to accept any of the submitted bids.

16 GENERAL CONDITIONS OF CONTRACT

- 16.1 The general conditions of contract as enclosed in the standard bidding documents apply.

17 COMPULSORY BRIEFING SESSION

- 17.1 Prospective service providers **will** be expected to attend a Compulsory Briefing session.

Date: 03 September 2024

**Address: Main Boardroom, Ground floor
 National Department of Human Settlements
 Govan Mbeki House
 240 Justice Mahomed Street**

Sunnyside,Pretoria
0002
Time:10H00

N.B It is highly recommended that bidders must attend the compulsory briefing session as proposals of bidders who did not attend the compulsory briefing session will not be considered.

16. ENQUIRIES: tendersenquiries@dhs.gov.za

PHASE 3 EVALUATION CRITERIA PRESENTATION ANNEXURE B

KEY FUNCTIONAL REQUIREMENTS

1 Enabled Information System Interfaces and Integration and system administration

No	Feature	Requirement	Attributes	YES	NO
1	HR Information Extraction	System must be able to extract information from the Department's Human Resource Management Systems (PERSAL, HR Manage, SmartGov)	Human resource information		
2	Finance Information Extraction	System must be able to i extract information from Financial Management and Payment systems used by Department (LOGIS, BAS)	Budget and Payment information		
3	Multiple TMCs	System should allow multiple use of TMC IATA licenses	IATA Licenses		
4	Configuration and Maintenance	System should allow the Departmental Project Manager and System Administration to:			
		• Manage users (traveler/ travel booker, verifier, approver, visitors and TMC)	Booking information		
		• Configure and allocate workflow processes and privileges to designated officials according to the Departmental delegations of authority	Delegation of authority information		
		• Configure the number of officials per institution group (group travel arrangements)	Booking information		
		• Configure the airline deal codes/ contracts per institution per airline	Deals/ discounts information		

2 User Profile Management

No	Feature	Requirement	Attributes	YES	NO
1	Create	System must allow travel bookers per cost centre to create and make amendments to user profiles	Traveler Profile information		
2	Change	System should allow Departmental Project Manager and system administrator to monitor to user profile details	Profile information		
3	Capture	System should allow user to capture travel preferences within approved profile category	Profile information		
4	Capture/ Change	System should allow traveler to capture/ upload their applicable loyalties and reward programs	Loyalties and rewards information		
5	View	System should allow user, travel requester, verifier, approver and project manager to view traveler's profile, including user official salary level/ designation, travel class (economy/ business class for air travel, car rental, accommodation)	Profile information		
6	Create and delete temporary profile	System should allow system administrator and travel requester to create visitor temporary profile with start and end date, which must be automatically deactivated on end date	Visitor information		
7	Password	System should allow users at various levels to allocate and update personal passwords to log onto the system to process requests	Profile Security information		

3 Travel Management

No	Feature	Requirement	Attributes	YES	NO
1	Default	System should automatically default to:			
		• Traveler's profile with regards to travel class/ category (economy, Car Group, three (3)-star accommodation, etc.) according to policy rules	Profile information		
		• Authenticate traveler against their cost centre			
2	Capture	System should enable traveler/ travel booker to capture travel booking details, including:	Booking information		
		• Flight dates, times and travel class; departing and destination airports			
		• Car rental type, category, pick-up and drop-off			
		• Own vehicle drop-off and pick-up carports and, including alternative drop-off address			
		• Shuttle pick-up and drop off addresses and times			
		• Accommodation type, category, including check-in and check-out dates			
		• Ability to capture actual booking time on real time			
		• Ability to reflect after hours bookings			
3	Capture	System should allow travel booker to request and capture group travel bookings across different cost centres	Booking information		
4	View	System should be able to display and enable traveler/ travel booker to view all options of available flights, flight ticket, car rental, shuttle and accommodation from GDS and non GDS.	Booking information		
		System should alert the traveler/ travel booker:			

5	Warning/ Alert	- Of other travel bookings that have already been loaded on the system (future bookings) - Once a selection has been made of an airline ticket, car hire and/ or accommodation, of duration of the reservation and any applicable rules/ conditions thereof	Booking information		
6	Restart	Should the travel booking expire or be no longer active, the system should allow the traveler/ travel booker to restart the previously made travel booking	Booking information		
7	Attachments	System should allow the traveler/ travel booker to upload attachment of supporting documents	Motivation/ authorization documents		
8	Change	System should allow the traveler/ travel booker to make changes to travel booking with recorded reasons	Booking information		
9	Cancellations	System should allow the traveler/ travel booker to make cancellations to the whole/ partial travel booking with recorded reasons	Booking information		
10	International travel				
10.1	Attach	System should allow the traveler to upload trip supporting documents, including: - Trip Motivation - Trip authorization, - Trip financial implications, - Support delegation, - Role of each travelling official	Trip motivation, authorization, financial and other supporting documents		
10.2	Capture booking	System should alert the traveler/ travel booker of all mandatory requirements and policies for visa, passport, travel insurance, health records, travel alerts, airline baggage, product limitations, etc	International travel requirements and rules		
11	Submit	System should be able to allow the traveler/ travel booker to submit travel request to the TMC, in the event that, they are not able to make own travel arrangement	Booking information		
12	Capture booking	TMC stand-by staff should be able to process travel booking on behalf of traveler, on received request	Booking information		
13	Alert/ Budget	System should be able to detect and alert the traveler/ travel booker when travel funds are insufficient/ not available	Budget information		
14	Capture	Set unlimited number of rate rules (regional rates) and "rates tiers"	Booking information		
15	Select	System should allow the user to select preferred (qualifying) option from displayed suppliers	Supplier information		

4 Travel Management- Air

No.	Feature	Requirement	Attributes	YES	NO
1	Default	System should (in line with policy rules) default to: - The traveler's profile, with display of only the class of air ticket within the traveler's profile category (e.g. Economy or business class) - Only display available flights, date, time, departure and destination airports, as captured during booking	Profile information Booking information		
2	Capture	System should allow the traveler/travel booker to deviate from the institution travel policy on flight bookings with recorded reasons and supporting documentation	Booking information		
3	Select	System should allow the traveler/travel booker to select preferred flight from displayed options	Booking information		
4	View	System should display: - All available flights options within the preferred time, across various airlines (including flights two (2) hours before and two (2) hours after preferred time) - The flight rules and conditions including non-refundable costs, cancellation fees, exclusions, extra baggage costs, etc	Flight information		
5	Changes and Cancellations	System must allow the traveler/ travel booker to - Make changes/reschedule the flight booking at least two hours before the scheduled flight take-off with recorded reasons, (in case of emergencies, e.g. traffic, accidents, weather, etc) - Cancel the flight booking at least two hours before the scheduled flight take-off with recorded reasons	Booking information		

6	Feedback	System should allow the traveler to rate quality of the airline's service on trip completion	Rating information		
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5. Travel Management- Car Rental

No	Feature	Requirement	Attributes	YES	NO
1	Default	System should (in line with policy rules) default to the traveler's profile:			
		• With display of only the car rental group within the traveler's profile category, at requested reservation date and time	Profile information		
		• The traveler's pick-up point and drop-off points (usually from home address to airport)	Booking information		
2	Capture	System should allow the travel booker to deviate from the institution travel policy with reasons, authorization and supporting documentation	Booking information		
3	Select	System should allow the traveler/ travel booker to:			
		• Select inclusion of fuel card in the service (VIP travel profile locked)	Booking information		
		• Select car pick-up and/ drop-off points, where there are no flights involved e.g. travelling from Pretoria to Limpopo, Mpumalanga, North West, etc			
5	Extend/ Changes	System must allow the traveler/ travel booker to extend or make changes to the car rental booking (subject to delegated approver)	Booking information		
6	Feedback	System should allow the traveler to rate the car rental company's service on trip completion	Rating information		

6 Travel Management- Shuttle services

No	Feature	Requirement	Attributes	YES	NO
1	Select	System should allow the traveler/ travel booker to select the pick-up point and drop off points	Pick-up and Drop-off information		
2	Change	System should allow the traveler/ travel booker to make changes/ cancellations	Booking information		
3	Capture	System should allow the traveler/ travel booker to rate performance of driver, suppliers etc. on trip completion	Rating information		

7 Travel Management- Accommodation

No.	Feature	Requirement	Attributes	YES	NO
1	Default	System should (in line with policy rules) default to the traveler's profile, to only display available accommodation facilities within the traveler's category, at requested reservation dates	Profile information		
2	Select	System should allow the traveler/ travel booker to select destination from displayed options	Booking information		
3	View	System should display:	Accommodation information		
		• Once the traveler/ travel booker has captured the destination, available accommodation options within 5km radius • The accommodation facility's amenities, rules and conditions including, non-refundable costs, cancellation fees, non-smoking, WIFI, complimentary shuttle services, free parking, pool, gym, exclusions, etc			
4	Select	System should allow traveler/ travel booker to select one of the displayed available accommodation facilities, at requested reservation dates, including check-in and check-out dates	Booking information		
5	Capture	System should allow the traveler/travel booker to deviate from the institution travel policy on accommodation bookings with recorded reasons and supporting documentation	Booking information		
6	Pre-payment	System should allow making of a pre-payment, on request	Prepayment		
7	Cancellations	System must allow the traveler/ travel booker to cancel confirmed accommodation booking at least seven (7) hours before the check-in time with recorded reasons	Booking information		
8	Feedback	System should allow traveler to rate the quality of accommodation facility's service on trip completion (comfort, cleanliness, meals, etiquette, etc.)	Rating information		

8. Group Travel Management- Accommodation

No	Feature	Requirements	Attributes	YES	NO
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1	Capture	System should allow capturing of group travel arrangements according to the configured number of travelers as per institution policy	Booking information		
2	Capture	System should allow both the travel booker or TMC to make group travel arrangements	Booking information		
3	Capture	System should allow manual travel arrangements based on blocked booking/ negotiated rates	Booking information		

9 Travel Management- Approval

No	Feature	Requirements	Attributes	YES	NO
1	Privilege Configuration	System should allow configuration of process privileges in line with Departmental delegation of authority	Delegation authority		
2	Submit booking	System should allow the traveler/ travel booker to submit booking to verifier and authorizing officials	Booking information		
3	Workflow	System should allow:	Booking information		
		• Delegated Verifier Official to recommend/ not recommend travel booking with recorded reasons			
		• Approver per Cost Centre to approve/ reject travel booking			
4	SMS/ Email notification	System must be able to send an SMS and Email notification to traveler/ travel booker, verifier or Authorizing official pertaining the travel booking.	SMS/ Email notification		
		• To verifier, alerting them of requested travel booking for verification.			
		• Verifier must be able to alert approver via SMS, on either recommended approval or declination of booking.			
		• To approver, alerting them of requested travel booking for approval.			
		• Approver must be able to reply via SMS to either approve or decline a booking.			
		• To traveler/ travel booker notifying them of approval status of travel request			
		• To traveler with travel details of approved travel (flight, car hire, accommodation)			

10 Travel Management- Delegation of Authority

No	Feature	Requirement	Attributes	YES	NO
1	Assign	System should allow:	For approvals only		
		• Approver to assign another delegated approver from another cost centre to approve a travel request on their behalf	Assignment for approval		
		• Out of office re-assignment and escalation functionality	Re-assignment/		
		• An override approval facility to enable the delegated official to override an approval in the absence of the designated approver	Approval override		
2	Escalation	• Must allow traveler/ travel booker to escalate travel request to DDG within the same Branch/ Cost Centre, if it is not approved within a certain time period.	Escalation		

11 Travel Management- Issue

No	Feature	Requirement	Attributes	YES	NO
1	Issue	Once the travel booking has been approved:			
		• System must be able to issue a travel itinerary for the traveler/ travel booker	Travel Itinerary		
		• System must be able to issue e-ticket for airline	e-ticket		
		• System must be able to issue car rental, shuttle and accommodation vouchers	Vouchers		
		• The e-ticket and vouchers must also be available on a mobile device (SMS and email)	SMS/ Email notification		
2	Re-issue	System should allow the traveler/ travel booker to re-issue e-ticket, vouchers and travel itinerary	Travel documents		

12 Trip Management- My Dashboard

No	Feature	Requirement	Attributes	YES	NO
1	View	System should be able to display:			
		• All trip information of the traveler as well as the status of approval	Travel information		
		• Role-based dashboard (analytics, management information etc) to the users	Management information		

13. Bill Back

No	Feature	Requirement	attributes	YES	NO
1	Attach	TMC should be able to upload invoices and credit notes for rendered flights, accommodation, car rental, shuttle and carport services	Invoices and Credit Notes		

14. Payment

No	Feature	Requirement	Attributes	YES	NO
1	Payment	System should be able to make immediate payment for flight ticket via travel lodge card, after approval has been granted	Immediate payment		
	Pre-payment	System should allow making of a pre-payment for any of the travel services, on request in line with Departmental travel policy (flight, car rental, shuttle, accommodation, etc)	Prepayment		
2	Upload	System should allow TMCs to upload and submit invoices and other supporting documentation for payment	Invoice information		
3	Payment	System should be able to invoice accommodation and car rental, shuttle, and carport via the (Bill-Back) once the invoice has been submitted (30 days payment)	Invoice information		
4	Interface	System should be able to interface with any payment systems used by Department (LOGIS, BAS)	Payment information		
5	Multiple TMCs	System should allow multiple use of TMC IATA licenses	IATA Licenses		

15 Management Information and Reporting

No	Feature	Requirement	Attributes	YES	NO
1	Reports	System should be able to generate reports (standard, statutory, ad-hoc and customizable etc)	Management information		
2	Reports	System should allow the user to download the report in any format and version (Excel, PowerPoint, PDF, etc)	Management information		

16. Suppliers

No	Feature	Requirement	attributes	YES	NO
1	View	System should be:	Available stock on airline, accommodation, car rentals/ shuttle and carports information		
		• Able to interface with any GDS or LDS or any other individual equivalence			
		• NDC capable for airline stock			
2	Upload	System should allow the uploading of any inventory that is on a GDS or LDS, including institution specific negotiated rates			

Bidders who score less than 90% of the above criteria will be disqualified and not be evaluated in the next phase

NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS ("DHS") OPERATOR CHECKLIST

The purpose of this questionnaire is to assess the level of compliance of the third parties to which the DHS appoints as Operator.

This questionnaire must be completed by the service provider and/or the DHS together with the service provider, where the service provider Processes Personal Information on behalf of the DHS or where the activities affect the protection of Personal Information of which the DHS is the Responsible Party. Please provide any additional information that is necessary for us to ascertain your level of compliance.

	DEFINITIONS
Data Subject	means the person to whom Personal Information relates.
Information Officer	means the Director General, or a person delegated by him as such.
Information Regulator	means the regulator in South Africa tasked with ensuring compliance with POPIA.
Operator	means a person who processes Personal Information for the DHS in terms of a contract or mandate, without coming under the direct authority of the DHS.
Personal Information	means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to— (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.
Processing	means the collection, receipt, recording, organization, collation, storage, updating, modification, retrieval, alteration, consultation or use of Personal Information.
Responsible Party	means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information.
Special Personal Information	means Personal Information concerning the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a Data Subject, or the criminal behaviour of a Data Subject.
Personal Information of Children	means Personal Information concerning a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him- or herself.



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

OPERATOR COMPLIANCE CHECKLIST

Company Name:			
Registration Number:			
Nature of Services:			
No	Question	Answer	Additional Information
1	Have you registered your Information Officer and, where relevant, your Deputy Information Officer with the Regulator?		If yes, please specify the Information Officer and Deputy Information Officer:
2	In the event that you have delegated the role of Information Officer or the Deputy Information Officer, is there a formal authorisation or delegation in place?		
3	Have you implemented any formal data privacy and protection policies or procedures within your organisation?		If yes, please specify the policies and procedures:
4	Have you conducted a POPIA Gap Assessment/Analysis/Personal Information Impact Assessment?		If in progress, please advise when it is expected to be completed by:
5	Do you have any Operators that provide key parts of the service to us?		If yes, please specify the company and the service:
6	Have you reviewed and compiled a list of all of your Operators?		
7	Have you entered into an Operator agreement with all your Operators?		
8	Have you implemented a ROPA (Record of Processing Activities)?		
9	Have you considered whether you are required to implement a PAIA Manual and if so, has it been implemented?		
10	Is there a process in place to identify all reasonably foreseeable internal and external risks to Personal Information?		
11	Is there a process in place to establish and maintain appropriate security safeguards against the risks identified?		If yes, please specify the security safeguards in place:
12	Is there a process in place to regularly verify that the safeguards are effectively implemented, for example, have you employed someone to conduct a security		
13	Is there a process in place to ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards?		
14	Do you have physical access control measures to secure access to the premises where Personal Information is stored?		
15	Do you restrict access to Personal Information to trained and authorised staff members?		
16	Have you implemented a procedure to be followed in the event of a security compromise / data breach?		
17	Have you ensured that you have appropriate privacy notices in place and that they are displayed?		
18	Have you implemented a Data Subject Rights Procedure?		
19	If you are established outside the Republic of South Africa, have you appointed a representative in South Africa for the purposes of POPIA implementation?		

20	Have you developed appropriate procedures to ensure that Personal Information is accurate and up to date?		
21	Have you reviewed your direct marketing practices and amended it in line with POPIA?		
22	Have you trained your employees on POPIA and all policies and procedures that have been implemented as part of your compliance framework?		
23	Do you have a data retention policy or procedure in place that advises you how and when to retain and destroy data?		
24	Are there any transfers of Personal Information outside the Republic of South Africa?		If yes, please specify the countries and list the safeguards taken to protect data. e.g. Data Processing Agreement etc.:
25	Are cloud services used for the services you provide?		If yes, please specify where the servers for the Personal Information are located:

Yes

No

Not applicable

In progress



ANNEXURE A3

PRICING SUBMISSION

BID NO:

VA49/38-2023/24

RFP NAME:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION
OF TRAVEL MANAGEMENT COMPANY TO THE NATIONAL TREASURY
FOR A PERIOD OF THREE (3) YEARS.

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **RFP/BID** _____ contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

- 2.1.1 Bidders must submit a paper copy **and an electronic copy** of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.
- 2.1.2 Bidders must sign all paper copies of their Pricing Schedule.
- 2.1.3 Bidders must complete and submit the templates attached, which is/are **management fee model onsite and offsite, transactional fee model onsite and offsite**
- 2.1.4 Bidders must reference RFP/BID main document section 15.2 for current travel volumes.

2.2 Input spreadsheets

- 2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook
- 2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

- 2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.



TEMPLATE 1: TRANSACTION FEE MODEL
ON-SITE SERVICES

BID NO:

VA49/38-2023/24

RFP NAME:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRAVEL
MANAGEMENT COMPANY TO THE NATIONAL TREASURY FOR A PERIOD OF THREE (3)
YEARS.

BIDDER NAME

1.1 TRANSACTION FEES

						ONLINE BOOKINGS		
ITEM	Transaction Type	Estimated Volume				Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International					R	-	R -
2	Air Travel – Regional					R	-	R -
3	Air Travel – Domestic					R	-	R -
4	Air Travel – International (Re-issue)					R	-	R -
5	Air Travel – Regional (Re-issue)					R	-	R -
6	Air Travel – Domestic (Re-issue)					R	-	R -
7	Refunds – Air Domestic					R	-	R -
8	Refunds – Air Regional					R	-	R -
9	Refunds – Air International					R	-	R -
10	Car Rental – Domestic					R	-	R -
11	Car Rental – Regional					R	-	R -
12	Car Rental – International					R	-	R -
13	Transfers/Shuttle – Domestic					R	-	R -
14	Transfers/Shuttle – Regional					R	-	R -
15	Transfers/Shuttle – International					R	-	R -
16	Accommodation – Domestic					R	-	R -
17	Accommodation – Regional					R	-	R -
18	Accommodation – International					R	-	R -
19	Bus/Coach Bookings					R	-	R -
20	Train bookings – International					R	-	R -
21	Visa Assistance					R	-	R -
22	(Provision of documents and advice)					R	-	R -
23	Courier services for travel documentation					R	-	R -
24	SMS Notifications					R	-	R -
25	Parking bookings					R	-	R -
26	Cancellations					R	-	R -
27	Changes to bookings					R	-	R -
28	After Hours Services					R	-	R -
29	Additional Ad-hoc Reports (per report)					R	-	R -
30	Customised Reports (per report)					R	-	R -
31	Travel Lodge card Reconciliation					R	-	R -
32	Debtors Account Reconciliation					R	-	R -
33	Other (Specify)					R	-	R -
34	Other (Specify)					R	-	R -
35	Other (Specify)					R	-	R -
36	Other (Specify)					R	-	R -
37	Other (Specify)					R	-	R -
Total		0						R -
Percentage Split between Online Booking and Traditional Booking			Percentage Traditional			Percentage Online		R -
PRICE THAT WILL BE USED FOR EVALUATION PURPOSES				R -				

1.2 CONFERENCE TRANSACTION FEE

Item	Description	Percentage Fee	Comment
1	Conference Transaction Fee (as a % of the Total turnover of the event)		

PART A INVITATION TO BID

NB: ORIGINAL TENDER DOCUMENTS FOR FUNCTIONALITY AND FINANCIAL OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES MARKED BID PROPOSAL ENVELOPE 1: FUNCTIONALITY AND ENVELOPE 2: FINANCIAL OFFER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:		VA49/38 – 2023/24		CLOSING DATE: 13 SEPTEMBER 2024		CLOSING TIME: 11:00	
DESCRIPTION		PROFESSIONAL SERVICE					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS,							
DR RUTH MOMPATI BUILDING							
260 JUSTICE MAHOMED STREET,							
SUNNYSIDE, PRETORIA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON							
TELEPHONE NUMBER							
FACSIMILE NUMBER							
E-MAIL ADDRESS		tenderenquiries@dhs.gov.za		E-MAIL ADDRESS		tenderenquiries@dhs.gov.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ 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?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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 PIN 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.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NB: ORIGINAL TENDER DOCUMENTS FOR FUNCTIONALITY AND FINANCIAL OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES MARKED BID PROPOSAL ENVELOPE 1: FUNCTIONALITY AND ENVELOPE 2: FINANCIAL OFFER

NAME OF BIDDER:	BID NO.: BID VA49/38 – 2023/24
CLOSING TIME 11:00	CLOSING DATE: 13/09/2024

OFFER TO BE VALID FOR... 90... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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BID VA49/38 – 2023/24 THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER ONLINE TRAVEL SERVICES FOR THE DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 (THIRTY SIX) MONTHS)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a **ceiling price** based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

.....

.....

.....

.....

R.....

R.....

R.....

R.....

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

.....

.....

.....

R..... days

R..... days

R..... days

R..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

.....

.....

.....

.....

.....

Name of Bidder:

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Tendersenquiries@dhs.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

SBD4

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

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

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women		10		
Youth		08		
People with Disabilities		02		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;

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

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|--|---|
| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP) 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.