



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

**NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA**

TERMS OF REFERENCE

REF NO: NT001-2021

APPOINTMENT OF A SERVICE PROVIDER(S) FOR AN INDEPENDENT TECHNOLOGY SOLUTION FOR THE ONLINE BOOKING OF TRAVEL REQUIREMENTS FOR THE GOVERNMENT OF SOUTH AFRICA.

(ONLINE TRAVEL SOLUTION THAT PROVIDES A FULLY INTEGRATED, COMPLETE, EASY TO USE AND SCALABLE PLATFORM TO CREATE, APPROVE, BOOK, MANAGE, INTEGRATE AND DISTRIBUTE ALL TYPES OF TRAVEL PRODUCTS AND SERVICES)

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1. INTRODUCTION

- 1.1. National Treasury's (NT) legislative mandate is based in the Constitution of the Republic of South Africa of 1996, which calls for the establishment of a National Treasury to ensure transparency, accountability and sound financial controls in the management of the country's public finances. One of the divisions, the Office of the Chief Procurement Officer (OCPO), within NT is responsible for the modernisation and automation of supply chain management processes with a view of improving public sector procurement performance.**
- 1.2. Government is one of the single largest buyers of travel and accommodation services. National and Provincial Departments spend a considerable amount on travel and accommodation annually. This includes domestic air travel, car hire, accommodation (lodging), travel agency fees and foreign travel. Unfortunately, Government is unable to reap the benefits of economies of scale even though travel and accommodation provides opportunities for savings through better price negotiation and robust control measures.**
- 1.3. A need to review the manner of procuring certain strategic commodities has been identified. The Travel & Subsistence commodity has been identified as one such category. As part of ensuring effective and transparent use of financial and other resources, the OCPO is seeking to implement a technology solution that provides a single platform on which government travel bookings will be made and provide more visibility on the travel spend, travel trends and behaviour.**

2. ACRONYMS

GDS	Global Distribution System (Galileo, Amadeus, Sabre)
IATA	International Air Transport Association
LDS	Local Distribution System
NDC	New Distribution Capability
NT	National Treasury
OBT	Online Booking Tool
OCPO	Office of the Chief Procurement Officer
POPI	Promotion of Access to Information
RFI	Request for Information
RFP	Request for Proposal

SCM	Supply Chain Management
TMC	Travel Management Company

3. PURPOSE AND OBJECTIVES OF THE REQUEST FOR PROPOSAL

3.1. Purpose

3.1.1. The purpose of the RFP is to invite Technology Service Providers to provide proposals and innovative proposals for a customisable and integrated **Independent technology solution for the online bookings of government's travel requirements** that is GDS agnostic and can host multiple TMCs and can provide a fully integrated, complete, easy to use and scalable platform to create, approve, book, manage, integrate and distribute all types of travel products and services. The technology solution must also be NDC capable for air travel.

3.2. Overall Objectives

The overall objectives of this RFP are to:

- i. Leverage travel spend;
- ii. Improve payment to the travel industry;
- iii. Ensure best possible service for government travellers;
- iv. Improve compliance to travel processes and procedures;
- v. Realise targeted savings based on current travel spend;
- vi. Improve stakeholder relationships;
- vii. Improve spend data visibility;
- viii. Make better use of technology; and

4. THE CASE FOR AN ONLINE TRAVEL SOLUTION FOR GOVERNMENT

4.1. National Treasury need the system that is:

4.1.1. Efficient, fit for purpose and intelligent travel fulfilment solution is needed to manage travel and subsistence expenditure proactively to avoid the unnecessary high cost to government while addressing the current challenges faced.

4.1.2. It is envisaged that a streamlined and consistent workflow to be developed throughout the service value chain for Government Institutions to be the most cost-effective solution. This means that travel requests are initiated from multiple points across government and

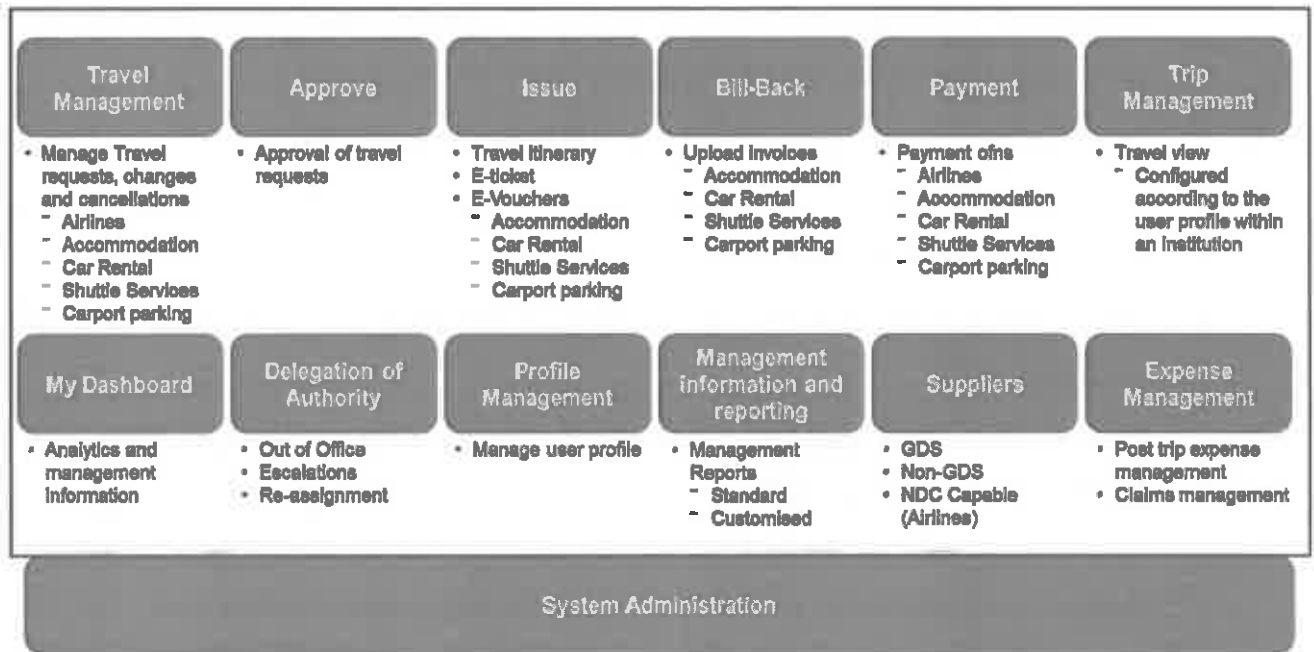
transacts along a defined workflow to the final payment process, offering a standardised end-to-end "procure to payment" process for travel related spend.

- 4.1.3. Able to standardise the Government Travel Management process.
- 4.1.4. Increasing the visibility of options available on Air Travel, Accommodation, Car Rental and Shuttle Services commodities.
- 4.1.5. Consolidating all the Travel Data generated by all Government Institutions that will assist in decision making.
- 4.1.6. Capable to provide of granular data/information on travel expenditure that will be used for Management Information purposes.
- 4.1.7. Able to reduce the cost of traditional booking process where a TMC provides consultants to process travel booking as compared to the self-booking process by travellers.
- 4.1.8. Assisting in improving the travel invoices payment by Government Institution to TMCs and Travel Suppliers.
- 4.1.9. Improving the cumbersome travel approval processes of Government Institution for travel arrangements and
- 4.1.10. Strengthening security of Personal Information of Government Officials in accordance with the POPI Act.

5. KEY FEATURES OF THE PROPOSED ONLINE TRAVEL SOLUTION

- 5.1. The key purpose for the implementation of a standardised end-to-end travel process for government is to introduce a uniform process to be followed by all government departments and the TMCs servicing these departments.
- 5.2. Some of the key features of the proposed Online Travel Solution must include, but is not limited, to the following:

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5.3. The Online Booking Solution Product Description

No.	Functionality	Description
1.	Travel Management	The functionality should allow the traveller/travel booker to request the travel arrangement in accordance to the applicable prescripts and instructions issued within the National Travel Policy Framework. This also includes changes and cancellations.
2.	Approve	The functionality should be able to certify that all travel arrangements requested by the traveller/travel booker are approved as per each institutional delegation of authority.
3.	Issue	This functionality should be able for the issuing of travel e-ticket, travel itinerary, and vouchers for accommodation, car rental, shuttle and carport services.
4.	Bill-back	The functionality should allow TMCs to upload invoices for accommodation, car rental, shuttle and carport.
5.	Payment	The functionality should pay airline tickets through travel lodge card immediately. Once the traveller or travel booker has travelled and invoices for accommodation and car rental etc. has been uploaded into the system through bill-back functionality, the invoices will be paid through the travel lodge card.
6.	Trip management	The functionality should allow that the traveller/travel booker view trip information according to configured user profile per institution.

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7.	My dashboard	The functionality should allow that the traveller/travel booker view analytics and management information according to configured user profile.
8.	Delegation of authority	The functionality should warrant the travel approver to delegate another official when out of office. This functionality also allows for escalation when travel arrangement is not approved within a certain time period
9.	Profile management	The functionality should ensure that the traveller/travel booker manages their own user profile, user preferences, loyalties and reward information, etc.
10.	Management information and reporting	The functionality should allow all institutions to view management information for reporting and monitoring purposes
11.	Suppliers	The functionality should ensure that all GDS and non GDS suppliers' stock or information is part of the system.
12.	Expense Management...	The Online Booking Tool must preferable have an expense management capability or be able to be developed.. The module must allow the Traveller to capture the Incidental Cost Receipts into the system. The module must also allow the Traveller to capture kilometre travelled during an official trip The captured claim must be submitted, approved and paid as per the institution's financial delegations.
13.	System administration	The functionality should ensure that all institutions have the ability to manage users (including TMCs and visitors) of the system, configure the workflow according to the institution delegation of authority, manage institution airline deal codes etc.
14.	System administration Alerts	The system must flag all policy déviations and missed savings.

6. FUNCTIONAL REQUIREMENTS

6.1. Listed below are key functional requirements outlining specific functions that must be performed by the proposed OBT to meet business objectives. Institution specific and detail functional requirements will be outlined as part of the business service specification.

6.1.1. Travel Management

Req. No.	Feature	Requirement	Attributes
REQ001	Default	The system must automatically default to the traveller's profile category according to the policy rules with regard to class of travel (economy class, three (3)-star accommodation, group B car, etc.	Profile information
REQ002	Capture booking	The system must be able to capture flight date and time, departing airport, destination airport, accommodation type, car rental, shuttle, and carport including the final destination when the traveller/travel Booker completes the travel booking.	Booking information that include flight, accommodation, car rental, shuttle and carport.
REQ003	View	The system must be able to display to the traveller/travel Booker all available stock of flights, accommodation, car rental, shuttle and car port from GDS and non GDS.	Flights tickets, accommodation, car rental, shuttle and carport
REQ004	View	The system must display/default user profile according to travel policy prescripts	User preferences, official level/designation, economy/business class, class of travel... (car rental vehicle category and class of accommodation
REQ005	Default	The system must authenticate the traveller and default to the traveller's business unit	Profile information
REQ006	Warning/Alert	The system must alert the traveller/travel bookers of other travel bookings that have already been loaded on the system (future bookings)	Booking information
REQ007	Warning/Alert	Once the selection of the airline ticket has been made by the traveller/travel Booker, the system must alert the traveller/travel Booker of how long the ticket will be reserved for and of any ticket rules	Rules of the ticket
REQ008	Restart	Should travel booking expire or the travel booking is no longer active,	Booking Information

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		the system must allow the traveller/travel booker to restart the travel booking previously made	
REQ009	Capture	The system must allow individual travellers to make travel bookings themselves (without the intervention of the travel booker or travel consultant)	Booking information
REQ010	Capture	The system must allow group travel bookings	Booking information
REQ011	Change booking	The system must be able to allow the traveller/travel booker to make changes to the travel booking with reasons	Booking information
REQ012	Attach	The system must be able to provide for attachment of supporting documents	Motivation / authorization documents
REQ013	Cancel booking	The system must be able to allow the traveller/travel booker to make cancellation to the travel booking with reasons	Booking information
REQ014	Attach	For international travel requests, the system must allow the traveller to attach supporting documents	Motivation for trip, financial implication of the visit and the support delegation, including the roles of each official
REQ015	Capture booking	The system must alert the traveller/travel booker of visa requirements, travel insurance, health warning requirements, travel alerts, airline baggage policy, etc.	Booking information that includes flight, accommodation, car rental/shuttle, and carport
REQ016	Submit booking	In the event that the traveller does not have time to make travel arrangement, the system must be able to allow the traveller/travel booker to submit the travel request to the TMC.	Booking information
REQ017	Capture booking	The TMC must be able to capture the travel request on behalf of the traveller	Booking information
REQ018	Alert	Alert the traveller/travel booker when budget is not available	Budget information

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REQ019	Capture booking	Set unlimited number of rate rules (regional rates) and "rate tiers"	Booking information
REQ020	Display	The system should display all available stock from all suppliers (sorted by price or other parameters, etc.)	Available stock
REQ021	Select	The system must allow the user to select from the displayed suppliers	Suppliers information

6.1.2. Travel Management – Air

Req No.	Feature	Requirement	Attributes
REQ001	Default	System must default to the traveller's profile category according to the policy rules. It must only display the class of the air ticket that complies with the traveller's profile category (e.g. economy class, business class)	Profile information
REQ002	Default	The system must automatically default to the departure airport, destination airport, date and time of flight as was captured	Booking information
REQ003	Changes	The system must allow the traveller/travel booker to make changes to the flight booking	Booking Information
REQ004	View	The system must display all available flights from all airlines to the chosen destination and the preferred time (as well as, flights two (2) hours before and two (2) hours after the preferred time)	Flight Information
REQ005	Select	The system must allow the traveller/travel booker to select the preferred flight	Booking information
REQ006	View	The system must display the rules of the flight	Non-refundable, cancellation fees apply, food not included, extra baggage costs, etc
REQ007	Capture	The system should allow the traveller to rate the service of the airline	Rating information

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REQ008	Capture	The system must allow the traveller/travel booker to deviate from the institution travel policy with reasons and supporting documentation.	Booking information
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6.1.3. Travel Management – Accommodation

Req No.	Feature	Requirement	Attributes
REQ001	Default	System must default to the traveller's profile category according to the policy rules. It must only display the accommodation facilities that complies with the traveller's profile category.	Profile Information
REQ002	Capture	The system should allow the traveller/travel booker to deviate from the institution travel policy with reasons and supporting document	Booking information Supporting information
REQ003	Capture	The system must allow the user to capture final destination of accommodation	Booking information
REQ004	Changes	The system must allow the traveller/travel booker to make changes to the accommodation booking	Booking information
REQ005	View	Once the traveller/travel booker has captured the destination, the system must be able to display the available accommodations within 5 km radius	Accommodation Information
REQ006	View	The system must be able to display the rules and amenities of the accommodation facility	Cancellation fees, non-smoking, WIFI, complimentary shuttle services, free parking, pool etc.
REQ007	Select	The system must allow prepayment if the supplier request for one	Prepayment

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REQ008	Capture	The system should allow the traveller to rate the establishment, suppliers etc. based on the accommodation facility's service, comfort, cleanliness etc.	Rating information
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6.1.4. Group Travel Management – Accommodation

Req No.	Feature	Requirement	Attributes
REQ001	Capture	The system must cater for group arrangement according to the configured number of travellers as per institution policy.	Booking information
REQ002	Capture	The system must allow both the TMC or travel booker to make travel arrangement for group travel	Booking Information
REQ003	Capture	The system must be able to allow manual travel arrangement based on blocked booking/negotiated rates	Booking Information

6.1.5. Travel Management – Car Rental

Req No.	Feature	Requirement	Attributes
REQ001	Default	The system must default to the traveller's profile category according to the polity rules. It must only display the car rental group that comply to the traveller's profile category	Profile Information
REQ002	Capture	The system should allow the traveller to rate the car rental company's service	Rating information
REQ003	Capture	The system should allow the traveller/travel booker to deviate from the institution travel policy with reasons and supporting documentation	Booking Information

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REQ004	Capture	The system must automatically default to pick up point and delivery point (usually an airport)	Booking information
REQ005	Extend / Changes	The system must allow the traveller/travel booker to extend or make changes to the car rental booking	Booking information
REQ006	Select	The system must allow the traveller/travel booker to select fuel card to be included in the service.	Booking information
REQ007	Select	The system must allow traveller/travel booker to select pick-up/drop-off point or delivery point in cases where no flights are involved e.g. travelling from Pta to Limpopo)	Booking information
REQ008	Capture	The system should allow the traveller/travel booker to deviate from the policy with reasons and authorisation letter	Booking information

6.1.6. Travel Management – Shuttle Services

Req No.	Feature	Requirement	Attributes
REQ001	Select	The system must be able to allow the traveller/travel booker to select the pick-up point and drop off point	Pick-up and Drop-off point
REQ002	Change	The system must allow the traveller/travel booker to make changes/cancellations	Booking information
REQ003	Capture	The system should allow the traveller/travel booker to rate performance of driver, suppliers etc. based on the trip	Rating information

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6.1.7. Approval

Req No.	Feature	Requirement	Attributes
REQ001	Submit booking	The system must allow the traveller/travel booker to submit the booking to the authorizing official	Booking Information
REQ002	Workflow	The system must allow the authorising official to approve/reject the booking	Booking Information
REQ003	Configuration	The system must allow configuration according to the delegation of authority within the Institution	Delegation of Authority
REQ004	SMS/Email notification	The system must allow configuration according to the delegation of authority within the institution	SMS/Email notification

6.1.8. Issue

Req No.	Feature	Requirement	Attributes
REQ001	Issue	Once the travel booking has been approved, the system must be able to issue travel itinerary for the traveller/travel booker	Travel itinerary
REQ002	Issue	Once the travel booking has been approved, the system must be able to issue e-ticket for airline	e-ticket
REQ003	Issue	The e-ticket for airline must also be available on a mobile device	e-ticket
REQ004	Issue	Once the travel booking has been approved, the system must be able to issue accommodation, car rental, shuttle vouchers	Vouchers
REQ005	Re-issue	The system must allow the traveller/travel booker to re-issue vouchers, e-ticket and travel itinerary	Travel documents

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6.1.9. Bill Back

Req No.	Feature	Requirement	Attributes
REQ001	Attach	The TMC must be able to upload the invoices and credit notes for accommodation, car rental, shuttle, and carport services	Invoices

6.1.10. Payment

Req No.	Feature	Requirement	Attributes
REQ001	Payment	The system must be able to immediately pay flight ticket via travel lodge card, once approval has been granted.	Flight ticket
REQ002	Attach	The system must be able to allow TMCs to upload the invoices for payment purposes	Invoice information
REQ003	Payment	The system must be able to pay accommodation and car rental, shuttle, and carport via the travel lodge card once the invoice has been submitted	Payment information
REQ004	Interface	The system must be able to interface with any payment systems used by the institutions	Payment information
REQ005	Multiple TMCs	The system must allow multiple use of TMC IATA licences	IATA licences

6.1.11. Trip management

Req No.	Feature	Requirement	Attributes
REQ001	View	The system must be able to display all trip information of the traveller as well as the status of approval	Travel information

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6.1.12. My Dashboard

Req No.	Feature	Requirement	Attributes
REQ001	View	The system must be able to provide the user role-based dashboard (analytics, management information etc.)	Management Information

6.1.13. Delegation of authority

Req No.	Feature	Requirement	Attributes
REQ001	Assign	The system must allow the approver to assign another official for delegation of-authority purposes.	Official information
REQ002	Assign	The system must allow out of office, re-assignment and escalation functionality	Assignment / escalation

6.1.14. Profile Management

Req No.	Feature	Requirement	Attributes
REQ001	Create	The system must allow the user and system administrator to create a user profile	Profile Information
REQ002	Create	The system must be able to integrate with the institution human resource system	Human resource information
REQ003	Change	The system must allow the user or system administrator to make amendments to the user profile details	Profile information
REQ004	Capture	The system must allow the user to capture preferences	Profile information
REQ005	Capture/change	The system must allow the traveller to include their applicable loyalties and reward programmes	Loyalties and reward information

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REQ006	View profile	The system must allow the user to view user profile, including user official level/designation, economy/business class of travel (car rental vehicle category), class of accommodation	Pro
REQ007	Create temporary profile	The system must allow to create a temporary profile for a visitor with start and end date, it must be automatically deactivated on the end date	Visitors information

6.1.15. Management Information and Reporting

Req No.	Feature	Requirement	Attributes
REQ001	Reports	The system must provide standard reports, statutory reports, ad-hoc reports and customisable reports etc for all spheres of government. (National & Provincial Departments; Municipalities and State Own Entities).	Management Information
REQ002	Reports	The system must allow the user to download the report in any format <u>Excel, PowerPoint, PDF, etc. in any version</u>	Management information

6.1.16. Suppliers

Req No.	Feature	Requirement	Attributes
REQ001	View	The system must be able to interface with any GDS or LDS or any other individual equivalence The system must be NDC capable for airline stock	Available stock on airline, accommodation, car rental/shuttle information and carports
REQ002	View	The system must allow the upload of any inventory that is on a GDS or LDS, this includes institution specific negotiated rates The system must be NDC capable for airline stock	Available stock on airline, accommodation, car rental/shuttle information and carports

6.1.17. System Administration

Req No.	Feature	Requirement	Attributes
REQ001	Maintenance	The system must allow the system administrator of an institution to manage users (traveller/travel booker, visitors and TMCs)	Booking information
REQ002	Maintenance	The system must allow the system administrator to configure the workflow according to the Institution delegation of authority	Delegation of authority information
REQ003	Maintenance	The system must allow the system administrator to configure the number of officials per institution group (group travel arrangement)	Booking information
REQ004	Maintenance	The system must allow the system administrator to configure the airline deal codes/contracts per institution per airline	Deals/discount information

6.2. Interfaces

The required system must provide a Standard Open API to which all the below systems must interface.

No.	Interfaces	Description
1.	Human resource systems	The personal information of the traveller/travel booker
2.	Budget/Financial Systems	The available cost centre budget
3.	Travel lodge card suppliers	Account reconciliation information
4.	GDS/LDS/other equivalent	The available stock (live) in airline, accommodation, car rental and shuttle
5.	Central supplier database (CSD) information	The information about all supplier's information on all spheres of government
6.	Departments of Home Affairs (DHA)	Identification information

6.3. Business Requirements

6.3.1. Security requirements

The protection of information such as documents against intruders, transmission and caption of information must be accounted for, system must be available for all services at all times and system must comply with applicable regulations, law, policies and standards.

6.4. Non-functional requirements

This section briefly describes the proposed non-functional requirements.

Req. No.	Feature	Requirements
NFR001	Identification	<p>According to POPI Act, a responsible party must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:</p> <ol style="list-style-type: none"> loss of, damage to or unauthorised destruction of personal information; and unlawful access to or processing of personal information <p>Based on the protection of personal information the following sections must be addressed within the system The system must support unique user identification. All users must have a unique identifier (user ID) for their personal use only, and a password or PIN authentication technique to substantiate the claimed identity of the user.</p>
NFR002	Authentication	<p>Authentication functionality must be managed for standard use, per user/functionality of the system with the following principle:</p> <ol style="list-style-type: none"> Checking the validity of the credentials against some kind of security information repository. Mapping the login identity to the correct user identity.
NFR003	Security management	<p>The system will require some sort of management that is to control who can do what, generally given to more trusted role (e.g. system administrator). The architecture needs to enforce a uniform role-based security model across the entire information system. The role-based authorisation model must ensure that only authorised users have access. Authorisation can be performed by presentation (what client window?), function (what can I do?) and data (what ranges of data may I see?). The system must be able to apply data-level security that restricts access to data accordance to ownership and rights defined per ownership. The system must be capable of restricting user access based on data content criteria, for example, restricting user's access to data for a specific institution or specific data owner.</p>
NFR004	Performance and availability requirements	<p>The system must provide evidence of adequate performance and response times for commonly performed functions under the normal operating conditions for which it is intended. It was indicated that the system must be available for operation 24 hours a day, seven days a week. The availability of system must also be based on the business continuity plan of the institution.</p>
NFR005	Backup and recovery requirements	<p>The requirement with the OBT is that a proper back-up and contingency procedure must be introduced to ensure accurate roll back should data corruption occurs. Recovery of backups needs to be performed according to an institution definable criterion, as per institution disaster recovery plan.</p>
NFR006	Audit trail requirements	<p>To ensure accountability, the system must be able to automatically record an audit trail of events under the control of the system, storing information about:</p> <ol style="list-style-type: none"> the action that is being carried out; the object(s) to which the action is being applied;

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		<ul style="list-style-type: none"> c. the user carrying out the action; d. the date and time of the event; and e. before and after values on updates.
NFR007	Scalability (vertical/horizontal)	<p>Government institutions range drastically in size it must be ensured that the system have the capacity to be scaled to satisfy changed demands made on the system, such as changes in data volumes, number of transactions or number of users etc. Therefore, hosting infrastructure must be scalable to cater for additional implementations (users, database, and application set) to large Increase in users, workload or transactions, implementations and integrated systems. Hardware must be able to scale easily as capacity requirements grow. It must incorporate virtualisation of infrastructure to create a shared architecture where new services can be defined in hours. This in conjunction with clustering technology must be provided to allow for rapid expansion with limited impact. Additionally, the system must be able to execute on multiple platforms. —</p> <p>The following are the other requirements that the department alluded to, that will certainly have an impact on the scalability of the product:</p> <ul style="list-style-type: none"> a. other payment options, other than the travel lodge card; b. the possibility of other payment gateway integration to two or three parties
NFR008	Documentation	<p>Documents are required through the system life cycle, a set of guidelines and help documentation are required. The following training guidelines are required: development guide; installation guide; configuration guide; administration guide; and user help documentation.</p> <p>User documents are required in order to assist with the user functionality, user guides, white papers, on-line help, quick-reference guides etc. <u>Documents are required to describe abilities within the framework as a guide for the information system.</u> This implies the generic characteristics according to which the information system must comply with. These guides will be utilised by typical information system developers, technicians, configuration consultants, administrators, and information system users.</p>
NFR009	Archiving	<p>Archiving is required for moving data from the live (production) environment to another media. It must be possible to archive selectively for a specific criterion: e.g. date range, e.g. data older than five (5) years. Archive restoring capability needs to be provided that can extract data according to archive log-definition. The system must adhere to data retention and archive-policy and procedure for specific institution.</p>
NFR010	Interoperability	<p>The system must comply with standards that are relevant to systems interconnectivity, data interoperability and information access as mandated by the MIOS.</p> <p>With reference to the above, the system must provide an intuitive user interface whose flow of logic is driven by the business and/or functional process. The user interface must be provided in a set of presentations through which the user interacts with the system that supports specific data to be displayed, and task to be done. This must ensure a generic look</p>

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		and feel throughout the system recognisable in all the user interface utilised and must work in uniformity.
NFR011	Compliance	To deliver IT value, the proposed system must: increase productivity; be cost effective; and improve service delivery by providing: interoperability using internationally recognised open standards to allow for automatic sharing and exchange of data; IT security for data integrity, availability and prevention of access by unauthorised individuals; economies-of-scale; and elimination of duplication of data, functions and systems.
NFR012	Adaptability	The information system must be able to survive being able to move from one platform to another by ensuring that all application software is reasonably easily moved to alternate platforms. The system must also be able to allow multiple TMC to use the system, each with their own IATA licence to access the GDS, LDS and other stock to fulfil the bookings.
NFR013	Product maintenance	Due to scalability of the system, the system maintenance is a requirement in order to identify and rectify issues that may arise after the implementation or system life span. Hosting and infrastructure planned monitoring will be required to eliminate or reduce any unexpected emergencies and possible system down from random disasters, inadequate and outdated equipment which may affect productivity.
NFR014	Product support	Product user training must be provided to enable ease of use and effective usage of the system and to inform the user how to perform business functions. This includes extensive on-line user documentation, implementation and post-implementation functional support, user interface configuration, collaborative government to business interface, workflow and comprehensive system administration. The following must be taken into consideration when arranging training for the institution: <ul style="list-style-type: none"> a. training must happen against the background of a defined and continuously reviewed training needs analysis; b. learning objectives and outcomes must be defined; c. curricula must be contextual, current and easy to understand; d. system training must occur in the context of the applicable business processes and general governance; e. training modules must be maintained taking both system and business process evolution into account; and f. training must be provided on a 'just in time basis' in order to limit the regression of knowledge between training and actual usage by a specific end-user.

NFR015	Service management centre	The department require centralised office to receive all system queries telephonically to provide product support, log queries and route system queries to the relevant maintenance support Personnel. This service will be used by all the institutions in order for the officials to receive quick response. This in turn will assist the institutions to have historical transactions of all the calls logged with the call centre including detail incidents records, this in turn will enable the development of good practices to measurement of performance.
NFR016	System hosting	As far as possible the system must utilise a centralised hosting infrastructure supported by a fully disaster recovery centre. Hosting infrastructure must be scalable to cater for additional implementations (users, database, and application set) to large increase in users, workload or transactions, implementations and integrated systems. Hardware must be able to scale easily as capacity requirements grow.

7. IMPLEMENTATION CONSIDERATIONS

7.1. A number of criteria and considerations play a critical role in the successful implementation of this technology solution. Bidders are required to submit a detailed implementation plan that takes the following into consideration.

7.1.1. Project Methodology

Bidders are required to develop and submitted a detailed Project Methodology that will be used for the project. The Project Methodology should but not limited to contain the following:

- a) System Development;
- b) Change Management;
- c) Training;
- d) Piloting;
- e) Full Roll Out and
- f) Support

7.1.2. Change Management

For systematic approach in dealing with the transition from current travel procurement models to OBT within the institutions, it is imperative to have change management for creating awareness, engaging and communicating with all the affected stakeholders in order to manage the change impact.

The Bidder's detailed Change Management implementation plan must have been developed and submitted. The Change Management should be rolled out by a professional Change Management Consultant/ Specialist or Company. Proof of qualification and/ or registration must be provided with the plan. If the function is outsourced, documents detailing (Registration, Company Profile, Qualification/ Registration & References) must be provided with the plan.

As the OBT will be deployed in all spheres of government and is going to impact on all travelers, the Change Management Process must target all travelers. In order to reduce the large scale of process, the concept of Change Management Champions appointment is recommended. The Change Management Champions will be trained and they will facilitate Change Management Training and Awareness in their respective institutions.

The number of officials who will be trained and participate in the Change Management Process are as follows:

- Cross Functional Project Team for OBT = 20
- National department = 84
- Provincial Departments = 234
- State Own Entity = 262
- Metro Municipalities = 16
- District Municipalities = 88
- Total = 704

8.1.5. Skills Transfer

The bidder is required to transfer knowledge and skills to both National Treasury and SITA on all the elements of the system. The bidder must develop and submit the Skills Transfer Plan and the Skills Transfer Implementation Plan.

8. TECHNOLOGY SELECTION

- 8.1. The selection and implementation of the solution is that it must be "independent", Global Distribution System (GDS) and TMC agnostic and must have a minimal cost impact on government as a whole.
- 8.2. The solution must be user-friendly and standardised across all government institutions to ensure a seamless and unified approach to travel fulfilment. It must enable the following:
- 8.2.1. Workflow (Ease of Use) - The tool must be simple to use with a workflow that the users can follow intuitively without referring to a manual.
- 8.2.2. Content - The maximum and widest available travel content must be made available that includes non-GDS content to travellers. The platform must integrate with various providers or aggregators to provide as much options as possible to ensure multiple options are available including negotiated preferred fares, hotel and car hire rates.
- 8.2.3. New Distribution Capability (NDC):- NDC must enable the travel industry to transform the way air products are retailed to corporations, leisure and business travellers, by addressing the industry's current distribution limitations: product differentiation and time-to-market, access to full and rich air content and finally, transparent shopping experience. ¹
- 8.2.4. Policy compliance and workflow simplicity - The solution must be designed on the basis of policy compliance and focuses on simplifying the workflow for both self-book and offline bookings. This extends to mobile interface and travel requisitioning whilst ensuring the workflow integrity is maintained through multiple media.
- 8.2.5. Access - User access must be enabled through a single sign-on which confirms with the established authentication process. Once activated, the selection of travel options will be filtered by means of individual profiles as informed by the National Travel Policy and Institutional Travel Policies.
- 8.2.6. The online travel solution must be able to operate on Microsoft Technology and VMWARE Virtual Environment, or similar. (Must be able to accommodate any current IT configuration of the Department).
- 8.2.7. The Supplier must specify the potential bandwidth requirements for a technology solution of this magnitude.

8.2.8. The potential capacity for storage of information must be specified.

9. IMPLEMENTATION STRATEGY

9.1. The bidder should make sure that the developed Implementation Strategy is implemented. The main areas of implementation will cover the following:

- 9.1.1. **Project Plan** – The clear Project Methodology and detailed Project Management Plan should be implemented.
- 9.1.2. **Change Management; Training and Support Plans** – All the detailed developed plans should be implemented.
- 9.1.3. **Pilot** – The developed solution should be piloted at identified sites identified by the CFPT prior to the full roll-out to enable proper testing in a safe environment. Piloting will be conducted on one institution from each sphere of government.
- 9.1.4. **Phased roll-out** – Implementation to be phased-in at the different spheres of government after the pilots have successfully been completed.
- 9.1.5. **Handing Over** - The Skills Transfer Plan should be implemented and the System and all the Project Information & Records must be handed over to NT and SITA.

10. TRAINING AND SUPPORT

10.1. Travelers, bookers and approval authorities (collectively referred to as users) must be trained on the government online travel solution. An approach of super-users and train-the-trainer must be considered. The stats for officials to be trained are as follows:

Government Institution	Super Users	Train a Trainer	System Administrator
National Treasury	10	4	2
SITA	10	4	4
National Departments	42	84	42
Provincial Departments	9	234	117
State Own Entities	131	262	131
Metropolitan Municipality	8	16	8
District Municipality	44	88	44
Totals	254	692	348

10.2. The Service Provider should submit a Detailed Training Plan which will be considered for implementation.

- 10.3. Bidders must indicate if training will be conducted by in house (bidder's officials) personnel or if it will be outsourced. If the function is outsourced, documents detailing (Registration, Company Profile, Qualification/ Registration/ Accreditation & References) must be provided with the plan.
- 10.4. There will be a need for an e-learning training to be used that can be accessed by everybody at any given time. The e-learning must include the simulation on how the solution works and how it integrates with various government systems used to procure travel management. The e-learning Training must include steps and links that take the users to the booking site.

11. TECHNICAL SUPPORT

11.1. Two types of support services will be required:

11.1.1. Technical Support to National Treasury, SITA, Provinces and Government Institutions is required.

11.1.2. Technical and functional support to be provided to government institutions and, or appointed TMCs with regards to the functioning and use of the OBT. This service to be provided by the appointed Technology Service Provider and will be accessible at all times to ensure support. The Support will include services such as system change requests, customization of system requirements, enhancements to the system, technical difficulties, system down-time, system administration etc.

a) Three-tier support -

- i. **Super-Users** – Each government Institution will identify a Super-Users who will act as first tier support.
- ii. **System Administrators** – Each government institution to identify a system administrator(s) (usually an IT competent person) to be trained as second tier support. Once conversant, they will become internal champions and will have access to support resources to resolve any technical or functional queries.
- iii. **Technical and functional support** – The appointed service provider to provide the third-tier support (potentially in collaboration with SITA) for a period of time to address any technical or functional queries, handle any system enhancements, change requests, customisation, etc. that may arise from any government institution, super users or system administrators.

- b) The Service Provider will be requirement to set up a **Dedicated Fully Resourced Call Centre** which will be known as (OBT DCC) to service government institutions in all government spheres 24/7.

12. EVALUATION OF THE BID

12.1 EVALUATION AND SELECTION CRITERIA

National Treasury has set minimum standards (Gates) that a bidder must meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the four stages that bidder must qualify before proceeding to the next stage. The stages are structured as follows:

Pre-qualification Criteria (Stage 0)	Technical Evaluation Criteria (Stage 1)	Technical Evaluation Criteria (Presentation & demonstration) (Stage 2)	Price and B-BBEE Evaluation (Stage 3)
<p>Bidders' response will be evaluated on the submission of all documents as required by SCM.</p> <p>Only bidders that comply with all this criteria will proceed to Stage 1.</p>	<p>Bidders' response will be evaluated in terms of their technical response to the required solution using Technical Evaluation Template.</p> <p>Bidder(s) are required to achieve a minimum of 65% out of 100 points to proceed to Stage 2 (System Demonstration and functional compatibility evaluation)</p>	<p>Bidders' will be required to demonstrate this system and will be evaluated on compatibility of the system to the requirements as on Desk Top Technical Evaluation.</p> <p>Bidder(s) are required to achieve a minimum of 65% out of 100 points to proceed to Stage-3 (B-BBEE and Price)</p>	<p>Bidder(s) will be evaluated out of 100 total scoring points of B-BBEE and Price.</p> <p>This stage will only apply to bidder(s) who have met and exceeded the threshold of 65% out of 100 points from Stage 2.</p>

EXAMPLE OF A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4

Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
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12.3 TECHNICAL EVALUATION – STAGE 1

#	Item	Weight	Scoring	Remarks
1.	General	30		
1.1	Provide a detailed implementation strategy for implementing the project. The strategy must cover the following plans: <ul style="list-style-type: none"> a. Project Methodology • Implementation methodology to include & not limited to: <ul style="list-style-type: none"> • System Development; • Piloting; • Full Roll Out and • Support b. Detailed Training Plan and c. Detailed Change Management Plan 	15	1 For not submitting any document 2 For submitting Methodology only 3 For submitting Methodology with one plan 4 For submitting Methodology with two plans 5 For submitting a Methodology with more than 2 plans.	
1.2	Provide a list of current and previous projects which are of a similar operation required whom we may contact for references. The contracts should be for the past 3 years. The list must contain the following details as per attached (Annexure B) : <ul style="list-style-type: none"> • Company Name, 	15	1 For not listing any Projects 2 For listing 1 Projects 3 For listing 2 Projects 4 For listing 3 Projects 5 For listing more than 3 Projects	

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	<ul style="list-style-type: none"> Contact Person, Address, contact Number, Duration of Contract, Value of the Project and Brief Description of the services rendered (relevant to the travel booking) 				
2.	System Management Information and Reporting	30			
2.1	Minimum of 10 Standard Reports	10			1 For 1-4 Reports 2 For 5-9 Reports 3 For 10-14 Reports 4 For 15-19 Reports 5 For 20 and More
2.2	Minimum of 5 Statutory Reports	5			1 For 1-2 Reports 2 For 3-4 Reports 3 For 5-6 Reports 4 For 7-8 Reports 5 For 9-10 and More
2.3	Minimum of 3 Ad-hoc Reports	3			1 For 1 Report 2 For 2 Reports 3 For 3 Reports 4 For 4 Reports 5 For 5 and More
2.4	Minimum of 2 Customised Reports	2			1 For 1 Report 2 For 2 Reports 3 For 3 Reports 4 For 4 Reports 5 For 5 and More
2.5	System Capabilities The system must have the capabilities in downloading report in Excel, PowerPoint, PDF, etc in any versions	10			1 For 1-4 Capability 2 For 5-9 Capabilities 3 For 10-14 Capabilities 4 For 15-19 Capabilities 5 For 20 and More Capabilities

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3.	Technical Support		30		
3.1	Technical Support Plan		15		1 For no Support Plan 5 For Support Plan
3.2	System Support Team NT & Institutions		15		1 For no Support Team 5 For Support Team
4.	Skills Transfer		10		
4.1	Detailed Skills Transfer Plan to NT and SITA (Methodology)		5		1 For no Transfer Plan 5 For Transfer Plan
4.2	Skills Transfer Implementation Plan to NT and SITA		5		1 For no Implementation Plan 5 For Implementation Plan
5.	TOTAL		100		
	Threshold		65%		

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12.3 Technical Evaluation Criteria (Presentation & demonstration) (Stage 2)

#	Technical Evaluation Criterion	Weight	Reference in Bid Document	Reference Page in Bidders Proposal	Comments
TO BE COMPLETED BY THE TENDERING INSTITUTION					
PRESENTATION					
<p>Part A: Presentation must not exceed 60 minutes</p> <ul style="list-style-type: none"> - System Demonstration to confirm the functionality - Bidders will be evaluated on system compatibility from Section 6.1.1 to 6.1.16 and 6.2 		Weight = 100	Annexure A		
<p>Part B: Site Visits</p> <p>National Treasury reserve the right to conduct unannounced site visits to short listed bidder's premises.</p>					

BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder's Name) will: --

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

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)

13. FORMAT AND SUBMISSION OF RFP

13.1. Format

The bidders responding to the RFP must submit their well packaged responses as follows:

Section 1: Company Profile

Detailed company profile. The information provided must be able to assist evaluators to have a clear understanding of the company.

Section 2: Functional Capabilities of the OBT or Technology Solution

Detailed information about the functional capability of the proposed OBT or technology solution. The information provided must cover all elements as described in this RFP document as comprehensive as possible. The response must ideally cover the problem statements in paragraph 5.3 as well as the key features and functional requirements in paragraphs 6 of this RFP.

Section 2: Implementation Strategy

Detailed implementation strategy including training plan must be submitted with the proposal. The strategy must cover paragraph 7,8, 10 and 11 of this RFP.

Section 3: Evaluation Documents

Bidder must submit 12.3 Evaluation Documents (Evaluation Criteria and Desktop Evaluation Technical Scorecard), Reference Letters and Annexure A together with the RFP document. The declaration on 12.3 must be signed accordingly. Annexure A (Pricing Proposal) must be submitted in a separate envelope which must be submitted together with the RFP.

Section 4: Any other documents (optional)

In this section respondents are free to add any additional documents that may be deemed relevant to the RFP.

- 13.2 The RFP response must be packaged for submission as hard copies (1 original and 4 copies and **one soft copy (memory stick)**)

14. DEMONSTRATION

- 14.1 Kindly note that respondents will be invited to demonstrate their proposed solutions in terms of Stage 2 on Annexure A of the Evaluation Criteria.

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15. NON- COMPULSORY BRIEFING SESSION

Date: 19 March 2021

Time: 10:00 am

Venue: via Microsoft Teams

The link will be available on the eTender portal and National Treasury's website.

16. CONTACT INFORMATION

- Any Technical Enquiries must be directed to Mr Phale Naake, 012 315 5883, phale.naake@treasury.gov.za



Special Conditions of Contract

NT001-2021:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR AN INDEPENDENT TECHNOLOGY SOLUTION FOR THE ONLINE BOOKING OF TRAVEL REQUIREMENTS FOR THE GOVERNMENT OF SOUTH AFRICA.

(ONLINE TRAVEL SOLUTION THAT PROVIDES A FULLY INTEGRATED, COMPLETE, EASY TO USE AND SCALABLE PLATFORM TO CREATE, APPROVE, BOOK, MANAGE, INTEGRATE AND DISTRIBUTE ALL TYPES OF TRAVEL PRODUCTS AND SERVICES)

CLOSING DATE: 9 APRIL 2021 AT 11:00 AM.

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale.
- f) National Treasury has set minimum standards (Gates) that a bidder must meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the four stages that bidder must qualify before proceeding to the next stage. The stages are structured as follows:

Pre-qualification Criteria (Stage 0)	Technical Evaluation Criteria (Stage 1)	Technical Evaluation Criteria (Presentation & demonstration) (Stage 2)	Price and B-BBEE Evaluation (Stage 3)
<p>Bidders' response will be evaluated on the submission of all documents as required by SCM.</p> <p>Only bidders that comply with all this criteria will proceed to Stage 1.</p>	<p>Bidders' response will be evaluated in terms of their technical response to the required solution using Technical Evaluation Template.</p> <p>Bidder(s) are required to achieve a minimum of 65% out of 100 points to proceed to Stage 2 (System Demonstration and functional compatibility evaluation)</p>	<p>Bidders' will be required to demonstrate this system and will be evaluated on compatibility of the system to the requirements as on Desk Top Technical Evaluation.</p> <p>Bidder(s) are required to achieve a minimum of 65% out of 100 points to proceed to Stage 3 (B-BBEE and Price)</p>	<p>Bidder(s) will be evaluated out of 100 total scoring points of B-BBEE and Price.</p> <p>This stage will only apply to bidder(s) who have met and exceeded the threshold of 65% out of 100 points from Stage 2.</p>

EVALUATION CRITERIA

#	Item	Weight	Scoring	Remarks
1.	General	30		
1.1	<p>Provide a detailed implementation strategy for implementing the project. The strategy must cover the following plans:</p> <ul style="list-style-type: none"> a. Project Methodology <ul style="list-style-type: none"> • Implementation methodology to include &not limited to: • System Development; • Piloting; • Full-Roll Out and • Support b. Detailed Training Plan and c. Detailed Change Management Plan 	15	<p>1 For not submitting any document</p> <p>2 For submitting Methodology only</p> <p>3 For submitting Methodology with 1 plan</p> <p>4 For submitting Methodology with 2 plans</p> <p>5 For submitting a Methodology with more than 2 plans.</p>	
1.2	<p>Provide a list of current and previous projects which are of a similar operation required whom we may contact for references. The contracts should be for the past 3 years. The list must contain the following details as per attached (Annexure B):</p> <ul style="list-style-type: none"> • Company Name, • Contact Person, • Address, contact Number, _____ • Duration of Contract, • Value of the Project and _____ • Brief Description of the services rendered (relevant to the travel booking) 	15	<p>1 For not listing any Projects</p> <p>2 For listing 1 Projects</p> <p>3 For listing 2 Projects</p> <p>4 For listing 3 Projects</p> <p>5 For listing more than 3 Projects</p>	
2.	System Management Information and Reporting	30		
2.1	Minimum of 10 Standard Reports	10	<p>1 For 1-4 Reports</p> <p>2 For 5-9 Reports</p> <p>3 For 10-14 Reports</p> <p>4 For 15-19 Reports</p>	

2.2	Minimum of 5 Statutory Reports	5	5 For 20 and More 1 For 1-2 Reports 2 For 3-4 Reports 3 For 5-6 Reports 4 For 7-8 Reports 5 For 9-10 and More	
2.3	Minimum of 3 Ad-hoc Reports	3	1 For 1 Report 2 For 2 Reports 3 For 3 Reports 4 For 4 Reports 5 For 5 and More	
2.4	Minimum of 2 Customised Reports	2	1 For 1 Report 2 For 2 Reports 3 For 3 Reports 4 For 4 Reports 5 For 5 and More	
2.5	System Capabilities The system must have the capabilities in downloading report in Excel, PowerPoint, PDF, etc in any versions	10	1 For 1-4 Capabilities 2 For 5-9 Capabilities 3 For 10-14 Capabilities 4 For 15-19 Capabilities 5 For 20 and More Capabilities	
3.	Technical Support	30		
3.1	Technical Support Plan	15	1 For no Support Plan 5 For Support Plan	
3.2	System Support Team NT & Institutions	15	1 For no Support Team 5 For Support Team	
4.	Skills Transfer	10		
4.1	Detailed Skills Transfer Plan to NT and SITA (Methodology)	5	1 For no Transfer Plan 5 For Transfer Plan	
4.2	Skills Transfer Implementation Plan to NT and SITA	5	1 For no Implementation Plan 5 For Implementation Plan	
5.	TOTAL	100		
	Threshold	65%		

Technical Evaluation Criteria (Presentation & demonstration) (Stage 2)

#	Technical Evaluation Criterion	Weight	Reference in Bid Document	Reference Page in Bidders Proposal	Comments
TO BE COMPLETED BY THE TENDERING INSTITUTION			TO BE COMPLETED BY THE BIDDER		
PRESENTATION		Weight = 100	Annexure A		
	<p>Part A: Presentation must not exceed 60 minutes</p> <ul style="list-style-type: none"> - System Demonstration to confirm the functionality - Bidders will be evaluated on system compatibility from Section 6.1.1 to 6.1.16 and 6.2 	<p>The bidder must score 65 out of all the elements listed in the Desk Top Evaluation Score Card (attached as Annexure C)</p>	Stage 2.		
	<p>Part B: Site Visits</p> <p>National Treasury reserve the right to conduct unannounced site visits to short listed bidder's premises.</p>				

EXAMPLE OF A RATING SCALE THAT MAY USED

Rating	Definition	Score
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5

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- g) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65 % for stage 2: presentation and demonstration will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 65% for stage 2: presentation and demonstration proposal will be disqualified and the financial proposal will remain unopened
- j) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 3.1.

- c. The State reserves the right to arrange contracts with more than one contractor

2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level , the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

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

Failure to submit a fully complete B-BBEE certificates / sworn affidavit will lead to no award of points for preference.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
 - e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
 - f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
 - g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
 - h. Points scored will be rounded off to the nearest 2 decimals.
 - i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
 - j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- k. Joint Ventures, Consortiums and Trusts**
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
 - Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
 - The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

I. Subcontracting after award of tender

- A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3. MANDATORY REQUIREMENTS

3.1 Proof of Registration summary report from Central Supplier Database.

FAILURE TO ADHERE TO THE CONDITION WILL LEAD TO DISQUALIFICATION

4. TAX COMPLIANCE STATUS

4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 working days.

5. VALUE ADDED TAX

5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury.

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person

acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

11. FRONTING

- a. The National Treasury 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 National Treasury condemns any form of fronting.

- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

12. PRESENTATION

National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

12.1 NON-COMPULSORY BRIEFING SESSION:

Date: 19 March 2021

Time: 10:00 am

Venue: via Microsoft Teams

The link will be available on the eTenders portal and National Treasury's website.

13. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury.

14. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal (as per section 13 of the TOR) envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

14.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT001-2021

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR AN INDEPENDENT TECHNOLOGY SOLUTION FOR THE ONLINE BOOKING OF TRAVEL REQUIREMENTS FOR THE GOVERNMENT OF SOUTH AFRICA.

Bid closing date and time: 9 April 2021 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

14.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT001-2021:

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR AN INDEPENDENT TECHNOLOGY SOLUTION FOR THE ONLINE BOOKING OF TRAVEL REQUIREMENTS FOR THE GOVERNMENT OF SOUTH AFRICA.

Bid closing date and time: 9 April 2021 AT 11H00

Name and address of the bidder:

The Technical Proposal envelope must contain one original hard copy document, clearly marked "Original", and four (4) hardcopies, clearly marked "Copy".

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: Thivhileli Matshinyatsimbi/ Knowledge Ndou

E-mail : Thivhileli.Matshinyatsimbi@treasury.gov.za / KnowledgeNdou@treasury.gov.za

For Technical enquiries:

All bid enquires can be directed to:

a) Name : Phale Naake

Email : phale.naake@treasury.gov.za



#	ITEM	UNIT COST	VAT	NUMBERS	TOTAL COSTS
1	Cost price including warrantee / guarantee for the System		R0,00		R0,00
2	Maintenance and Support		R0,00		R0,00
3	Change Management		R0,00	704	R0,00
4	Training		R0,00	1 294	R0,00
5	Other (Specify)		R0,00		R0,00
6	TOTALS		R0,00		R0,00

NB: Cost price rolled out for 5 years (Monthly Payment for 5 years)

1.1 A maintenance, support and warrantees agreement over 5 years must be included;

1.2 The cost must include all the softwares and licences required to render the system operational upon purchasing.

2. Bidders must provide a schedule indicating maintenance intervals within the warantee period.

3. Bidders must also provide a schedule of pricing indicating mainetnace costs over a period of 5 years post warrantee.

4. Bidders must note that Change Management only be in the first year.

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)



DESKTOP EVALUATION TECHNICAL SCORECARD

DESKTOP EVALUATION TECHNICAL SCORECARD FOR SYSTEM DEMONSTRATION

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Points calculation	Response Yes/No	Max Points	Actual point	Conversion to 80%	Total Score
FUNCTIONALITY:					
82 points with weight of 1 & 9 points with a weight of 2 = 100	YES = 1 point x weight	100	65	52	52
TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING:					
8 points with various weights = 20	YES = 1 point x weight	20	13	-	13
Total % Achieved					65%

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
DESKTOP EVALUATION					
		100			
#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2	FUNCTIONALITY	Weight = 80	SECTION		
TO BE COMPLETED BY THE EVALUATOR					

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ 01	<p>Travel Management:</p> <p>The system must automatically default to the traveller's profile category according to the policy rules with regard to class of travel (economy class, three (3)-star accommodation, group B car, etc.</p>		Section 6.1.1		TO BE COMPLETED BY THE EVALUATOR
REQ02	<p>The system must be able to capture flight date and time, departing airport, destination airport, accommodation type, car rental, shuttle, and carport including the final destination when the traveller/travel Booker completes the travel booking.</p>		Section 6.1.1		
REQ03	<p>The system must be able to display to the traveller/travel Booker all available stock of flights, accommodation, car rental, shuttle and car port from GDS and non GDS.</p>		Section 6.1.1		
REQ04	<p>The system must display/default user profile according to travel policy prescripts</p>		Section 6.1.1		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ05	The system must authenticate the traveller and default to the traveller's business unit		Section 6.1.1		
REQ06	The system must alert the traveller/travel bookers of other travel bookings that have already been loaded on the system (future bookings)		Section 6.1.1		
REQ07	Once the selection of the airline ticket has been made by the traveller/travel booker, the system must alert the traveller/travel booker of how long the ticket will be reserved for and of any ticket rules		Section 6.1.1		
REQ08	Should travel booking expire or the travel booking is no longer active, the system must allow the traveller/travel booker to restart the travel booking previously made		Section 6.1.1		
REQ09	The system must allow individual travellers to make travel bookings themselves (without the intervention of the travel booker or travel consultant)		Section 6.1.1		
REQ10	The system must allow group travel bookings		Section 6.1.1		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ11	The system must be able to allow the traveller/travel Booker to make changes to the travel booking with reasons		Section 6.1.1		TO BE COMPLETED BY THE EVALUATOR
REQ12	The system must be able to provide for attachment of supporting documents		Section 6.1.1		
REQ13	The system must be able to allow the traveller/travel Booker to make cancellation to the travel booking with reasons		Section 6.1.1		
REQ14	For international travel requests, the system must allow the traveller to attach supporting documents		Section 6.1.1		
REQ15	The system must alert the traveller/travel Booker of visa requirements, travel insurance, health warning requirements, travel alerts, airline baggage policy, etc.		Section 6.1.1		
REQ16	In the event that the traveller does not have time to make travel arrangement, the system must be able to allow the traveller/travel Booker to submit the travel request to the TMC.		Section 6.1.1		
REQ17	The TMC must be able to capture the travel request on behalf of the traveller		Section 6.1.1		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION			TO BE COMPLETED BY THE EVALUATOR		
REQ18	Alert the traveller/travel booker when budget is not available		Section 6.1.1		
REQ19	Set unlimited number of rate rules (regional rates) and "rate tiers"		Section 6.1.1		
REQ20	The system must display all available stock from all suppliers (sorted by price or other parameters, etc.)		Section 6.1.1		
REQ21	The system must allow the user to select from the displayed suppliers		Section 6.1.1		
	Travel Management + Air				
REQ1	System must default to the traveller's profile category according to the policy rules. It must only display the class of the air ticket that complies with the traveller's profile category (e.g. economy class, business class)		Section 6.1.2		
REQ2	The system must automatically default to the departure airport, destination airport, date and time of flight as was captured		Section 6.1.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION			TO BE COMPLETED BY THE EVALUATOR		
REQ3	The system must allow the traveller/travel booker to make changes to the flight booking		Section 6.1.2		
REQ4	The system must display all available flights from all airlines to the chosen destination and the preferred time (as well as, flights two (2) hours before and two (2) hours after the preferred time)		Section 6.1.2		
REQ5	The system must allow the traveller/travel booker to select the preferred flight		Section 6.1.2		
REQ6	The system must display the rules of the flight		Section 6.1.2		
REQ7	The system should allow the traveller to rate the service of the airline		Section 6.1.2		
REQ8	The system must allow the traveller/travel booker to deviate from the institution travel policy with reasons and supporting documentation.		Section 6.1.2		
	Travel Management – Accommodation		Section 6.1.3		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ1	System must default to the traveller's profile category according to the policy rules. It must only display the accommodation facilities that complies with the traveller's profile category.		Section 6.1.3		
REQ2	The system should allow the traveller/travel Booker to deviate from the institution travel policy with reasons and supporting document		Section 6.1.3		
REQ3	The system must allow the user to capture final destination of accommodation		Section 6.1.3		
REQ4	The system must allow the traveller/travel Booker to make changes to the accommodation booking		Section 6.1.3		
REQ5	Once the traveller/travel Booker has captured the destination, the system must be able to display the available accommodations within 5 km radius		Section 6.1.3		
REQ6	The system must be able to display the rules and amenities of the accommodation facility		Section 6.1.3		
REQ7	The system must allow prepayment if the supplier request for one		Section 6.1.3		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ8	The system should allow the traveller to rate the establishment, suppliers etc. based on the accommodation facility's service, comfort, cleanliness etc.		Section 6.1.3		TO BE COMPLETED BY THE EVALUATOR
	Group Travel Management – Accommodation		Section 6.1.4		
REQ1	The system must cater for group arrangement according to the configured number of travellers as per institution policy.		Section 6.1.4		
REQ2	The system must allow both the TMC or travel Booker to make travel arrangement for group travel		Section 6.1.4		
REQ3	The system must be able to allow manual travel arrangement based on blocked booking/negotiated rates		Section 6.1.4		
	Travel Management – Car Rental		Section 6.1.5		
REQ1	The system must default to the traveller's profile category according to the polity rules. It must only display the		Section 6.1.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	car rental group that comply to the traveller's profile category				
REQ2	The system should allow the traveller to rate the car rental company's service		Section 6.1.5		
REQ3	The system must allow the traveller/travel Booker to deviate from the institution travel policy with reasons and supporting documentation		Section 6.1.5		
REQ4	The system must automatically default to pick up point and delivery point (usually an airport)		Section 6.1.5		
REQ5	The system must allow the traveller/travel Booker to extend or make changes to the car rental booking		Section 6.1.5		
REQ6	The system must allow the traveller/travel Booker to select fuel card to be included in the service.		Section 6.1.5		
REQ7	The system must allow traveller/travel Booker to select pick-up/drop-off point or delivery point in cases where no flights are involved e.g travelling from Pta to Limpopo)		Section 6.1.5		
REQ8	The system must allow the traveller/travel Booker to deviate from the policy with reasons and authorisation letter		Section 6.1.5		
TO BE COMPLETED BY THE EVALUATOR					

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	Travel Management – Shuttle Services		Section 6.1.6		TO BE COMPLETED BY THE EVALUATOR
REQ1	The system must be able to allow the traveller/travel booker to select the pick-up point and drop off point		Section 6.1.6		
REQ2	The system must allow the traveller/travel booker to make changes/cancellations		Section 6.1.6		
REQ3	The system should allow the traveller/travel booker to rate performance of driver, suppliers etc. based on the trip		Section 6.1.6		
	Approval				
REQ1	The system must allow the traveller/travel booker to submit the booking to the authorizing official		Section 6.1.7		
REQ2	The system must allow the authorising official to approve/reject the booking		Section 6.1.7		
REQ3	The system must allow configuration according to the delegation of authority within the institution		Section 6.1.7		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ4	The system must allow configuration according to the delegation of authority within the institution Issue		Section 6.1.7		
			Section 6.1.8		
REQ1	Once the travel booking has been approved, the system must be able to issue travel itinerary for the traveller/travel booker		Section 6.1.8		
REQ2	Once the travel booking has been approved, the system must be able to issue e-ticket for airline		Section 6.1.8		
REQ3	The e-ticket for airline must also be available on a mobile device		Section 6.1.8		
REQ4	Once the travel booking has been approved, the system must be able to issue accommodation, car rental, shuttle vouchers		Section 6.1.8		
REQ5	The system must allow the traveller/travel booker to re-issue vouchers, e-ticket and travel itinerary Bill Back		Section 6.1.8		
			Section 6.1.9		
TO BE COMPLETED BY THE EVALUATOR					

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE EVALUATOR
REQ1	The TMC must be able to upload the invoices and credit notes for accommodation, car rental, shuttle, and carport services Payment		Section 6.1.9		
REQ1	The system must be able to immediately pay flight ticket via travel lodge card, once approval has been granted.		Section 6.1.10		
REQ2	The system must be able to allow TMCs to upload the invoices for payment purposes		Section 6.1.10		
REQ3	The system must be able to pay accommodation and car rental, shuttle, and carport via the travel lodge card once the invoice has been submitted		Section 6.1.10		
REQ4	The system must be able to interface with any payment systems used by the institutions		Section 6.1.10		
REQ5	The system must allow multiple use of TMC IATA licences		Section 6.1.10		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	Trip management		Section 6.1.11		TO BE COMPLETED BY THE EVALUATOR
REQ1	The system must be able to display all trip information of the traveller as well as the status of approval		Section .1.11		
	My Dashboard		Section 6.1.12		
REQ1	The system must be able to provide the user role-based dashboard (analytics, management information etc.)		Section 6.1.12		
	Delegation of authority		Section 6.1.13		
REQ1	The system must allow the approver to assign another official for delegation of authority purposes.		Section 6.1.13		
REQ2	The system must allow out of office, re-assignment and escalation functionality		Section 6.1.13		
	Profile Management		Section 6.1.14		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
REQ1	The system must allow the user and system administrator to create a user profile		Section 6.1.14		
REQ2	The system must be able to integrate with the institution human resource system		Section 6.1.14		
REQ3	The system must allow the user or system administrator to make amendments to the user profile details		Section 6.1.14		
REQ4	The system must allow the user to capture preferences		Section 6.1.14		
REQ5	The system must allow the traveller to include their applicable loyalties and reward programmes		Section 6.1.14		
REQ6	The system must allow the user to view user profile, including user official level/designation, economy/business class of travel (car rental vehicle category), class of accommodation		Section 6.1.14		
REQ7	The system must allow to create a temporary profile for a visitor with start and end date, it must be automatically deactivated on the end date		Section 6.1.14		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	Management Information and Reporting		Section 6.1.15		TO BE COMPLETED BY THE EVALUATOR
REQ1	The system must provide standard reports, statutory reports, ad-hoc reports and customisable reports etc.		Section 7.1.15		
REQ2	The system must allow the user to download the report in any format Excel, PowerPoint, PDF, etc. in any version		Section 7.1.15		
	Suppliers		Section 6.1.16		
REQ1	The system must be able to interface with any GDS or LDS or any other individual equivalence The system must be NDC capable for airline stock		Section 6.1.16		
REQ2	The system must allow the upload of any inventory that is on a GDS or LDS, this includes institution specific negotiated rates The system must be NDC capable for airline stock		Section 6.1.16		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	System Administration		Section 6.1.17		TO BE COMPLETED BY THE EVALUATOR
REQ1	The system must allow the system administrator of an institution to manage users (traveller/travel booker, visitors and TMCs)		Section 6.1.17		
REQ2	The system must allow the system administrator to configure the workflow according to the institution delegation of authority		Section 6.1.17		
REQ3	The system must allow the system administrator to configure the number of officials per institution group (group travel arrangement)		Section 6.1.17		
REQ4	The system must allow the system administrator to configure the airline deal codes/contracts per institution per airline		Section 6.1.17		
	Interfaces		Section 6.2		
REQ1	Human resource information of the traveller/travel booker		Section 6.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	TO BE COMPLETED BY THE EVALUATOR				
REQ2	Budget/Financial Systems: The available cost centre budget		Section 6.2		
REQ3	Travel lodge card suppliers: Account reconciliation information		Section 6.2		
REQ4	GDS/LDS/other equivalent: The available stock (live) in airline, accommodation, car rental and shuttle Account reconciliation information		Section 6.2		
REQ5	Central supplier database (CSD) information: The information about all supplier's information on all spheres of government		Section 6.2		
REQ6	Departments of Home Affairs (DHA): Identification information		Section 6.2		
3	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	Weight = 20	SECTION 15.6		
1.	It must "independent", Global Distribution System (GDS) and TMC agnostic and must have a minimal cost impact on government as a whole.	2	Section 8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2.	<p>Workflow (Ease of Use) –</p> <p>The tool must be simple to use with a workflow that the users can follow intuitively without referring to a manual.</p>	5	Section 8		TO BE COMPLETED BY THE EVALUATOR
3.	<p>Performance and Reliability –</p> <p>The proposed solution must allow for direct access to the GDS Open Platform and hence limits the reliance on unpredictable third-party solutions that are prone to functional flaws.</p>	3	Section 8		
4	<p>Content –</p> <p>The maximum and widest available travel content must be made available that includes non-GDS content to travellers. The platform must integrate with various providers or aggregators to provide as much options as possible to ensure multiple options are available</p>	2	Section 8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	including negotiated preferred fares, hotel and car hire rates.				
5.	New Distribution Capability (NDC):- NDC will enable the travel industry to transform the way air products are retailed to corporations, leisure and business travellers, by addressing the industry's current distribution limitations: product differentiation and time-to-market, access to full and rich air content and finally, transparent shopping experience.1	2	Section 8		
6	Policy compliance and workflow simplicity – The solution must be designed on the basis of policy compliance and focuses on simplifying the workflow for both self-book and offline bookings. This extends to mobile interface and travel	2	Section 8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	requisitioning whilst ensuring the workflow integrity is maintained through multiple media.				
7.	Staying ahead with Industry changes The integrity of the workflow as encapsulated in the solution set will be maintained and managed by the defined independent travel management entity to be appointed to manage the solution in its entirety. This ensures dedicated resources that are committed to a relevant, reliable and contemporary solution provision that remains consistent with industry changes.	2	Section 8		
8.	Access – User access is enabled through a single sign-on which confirms with the established authentication process.	2	Section 8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION				
	Once activated, the selection of travel options will be filtered by means of individual profiles as informed by the National Travel Policy and Institutional Travel Policies.				TO BE COMPLETED BY THE EVALUATOR

BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder's Name) will: --

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of National Treasury;
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat National Treasury fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with National Treasury;

- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of National Treasury as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from National Treasury will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____
(Bidding Company's Name)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NT001-2021	CLOSING DATE:	9/04/2021	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) FOR AN INDEPENDENT TECHNOLOGY SOLUTION FOR THE ONLINE BOOKING OF TRAVEL REQUIREMENTS FOR THE GOVERNMENT OF SOUTH AFRICA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:					
TENDER INFORMATION CENTRE (TIC)					
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
240 Madiba Street between					
ABSA and Urban Eatery Restaurant					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[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]					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[(IF YES ENCLOSE PROOF)]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[(IF YES ANSWER PART B:3 BELOW)]</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE) -</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>National Treasury</p>	<p>CONTACT PERSON</p>	<p>Phale Naake</p>
<p>CONTACT PERSON</p>	<p>Thivhilell Matshinyatsimbi</p>	<p>TELEPHONE NUMBER</p>	<p>064 756 8554</p>
<p>TELEPHONE NUMBER</p>		<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p>phale.naake@treasury.gov.za</p>
<p>E-MAIL ADDRESS</p>	<p><u>thivhilell.matshinyatsimbi@treasury.gov.za / knowledge.ndou@treasury.gov.za</u></p>		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: NT001-2021

CLOSING TIME 11:00 ON 9 April 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

APPOINTMENT OF A SERVICE PROVIDER(S) FOR AN FOR AN INDEPENDENT TECHNOLOGY SOLUTION FOR THE ONLINE BOOKING OF TRAVEL REQUIREMENTS FOR THE GOVERNMENT OF SOUTH AFRICA.

1. Services must be quoted in accordance with the attached terms of reference and the attached.

Total cost of the assignment (R inclusive VAT)

R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid _____

3. Are the rates quoted firm for the full period? Yes/No

4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Contact Person: Thivhileli Matshinyatsimbi / Knowledge Ndou

E-mail address: thivhileli.matshinyatsimbi@treasury.gov.za / knowledge.ndou@treasury.gov.za

Any enquiries regarding technical enquiries may be directed to –

Name : Phale Naake

Email : phale.naake@treasury.gov.za

Number : 012 315 5883

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means -

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

.....
.....
.....

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

2.8.1 If so, furnish particulars:

.....
.....
.....

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

2.9.1 If so, furnish particulars.

.....
.....

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Pearsal Number



4 DECLARATION

I, THE UNDERSIGNED (NAME).....

**CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

- quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

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

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

7	4
8	2
Non-compliant contributor	0

6. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box):

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number.....

8.3 Company registration
number.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

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

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to

such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Ja365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium^a will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 69 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question	Yes	No
13. Africa or does a permanent establishment or branch represent the employer in the Republic? If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14. Will you be required to perform any work outside of the Republic?		
15. Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

Date	Description	Debit	Credit	Date	Description	Debit	Credit	Date
1/1/20	Balance							
1/15/20	Bank	1000						
1/20/20	Bank	500						
1/25/20	Bank	200						
2/1/20	Bank	1500						
2/10/20	Bank	800						
2/15/20	Bank	300						
2/20/20	Bank	1200						
2/25/20	Bank	600						
3/1/20	Bank	1800						
3/10/20	Bank	900						
3/15/20	Bank	400						
3/20/20	Bank	1100						
3/25/20	Bank	700						
4/1/20	Bank	1600						
4/10/20	Bank	850						
4/15/20	Bank	350						
4/20/20	Bank	1300						
4/25/20	Bank	650						
5/1/20	Bank	1700						
5/10/20	Bank	950						
5/15/20	Bank	450						
5/20/20	Bank	1400						
5/25/20	Bank	750						
6/1/20	Bank	1850						
6/10/20	Bank	1000						
6/15/20	Bank	500						
6/20/20	Bank	1500						
6/25/20	Bank	800						
7/1/20	Bank	1900						
7/10/20	Bank	1050						
7/15/20	Bank	550						
7/20/20	Bank	1600						
7/25/20	Bank	850						
8/1/20	Bank	1950						
8/10/20	Bank	1100						
8/15/20	Bank	600						
8/20/20	Bank	1700						
8/25/20	Bank	900						
9/1/20	Bank	2000						
9/10/20	Bank	1150						
9/15/20	Bank	650						
9/20/20	Bank	1800						
9/25/20	Bank	950						
10/1/20	Bank	2050						
10/10/20	Bank	1200						
10/15/20	Bank	700						
10/20/20	Bank	1900						
10/25/20	Bank	1000						
11/1/20	Bank	2100						
11/10/20	Bank	1250						
11/15/20	Bank	750						
11/20/20	Bank	2000						
11/25/20	Bank	1050						
12/1/20	Bank	2150						
12/10/20	Bank	1300						
12/15/20	Bank	800						
12/20/20	Bank	2100						
12/25/20	Bank	1100						
1/1/21	Bank	2200						

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): Questionnaire B:**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (Including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of Incorporation:	
Jurisdiction of Incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question	Yes	No	
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

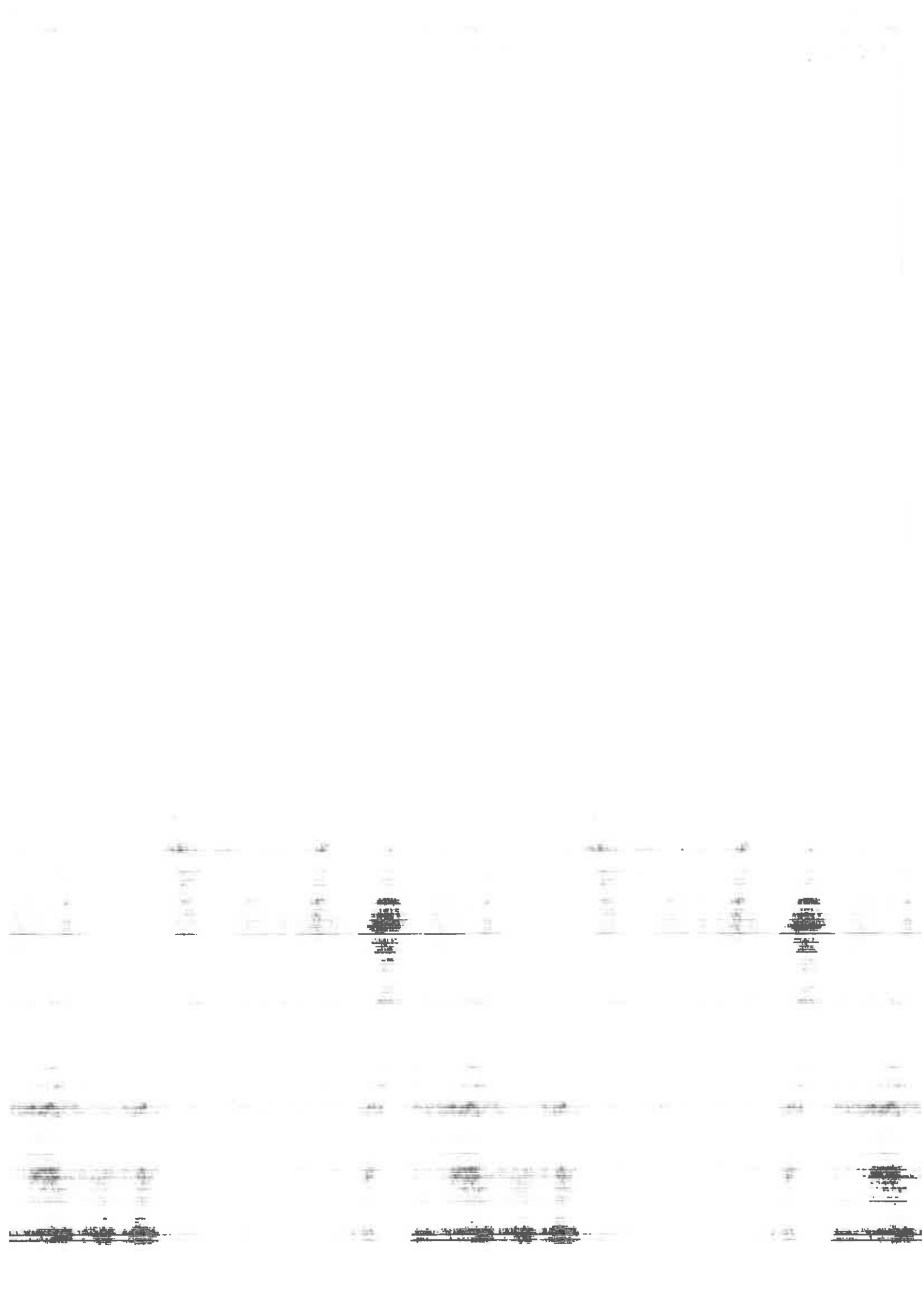
DEPARTMENT OF NATIONAL TREASURY

Question	Yes	No
11. of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client, or any associated institution, in relation to the client?		
12. Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
13. Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
14. Have you ever been classified as a Labour Broker or personal services company (Including Close Corporation and Trust) by SARS or any other client?		
14. If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:



Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

• The General Conditions of Contract will form part of all bid documents and may not be amended.

• Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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31. Notices
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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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision of 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.

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 wilful misconduct, and in the event 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.