



science & innovation

Department:
Science and Innovation
REPUBLIC OF SOUTH AFRICA

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE
TRAVEL, ACCOMMODATION AND
CONFERENCE (VENUE AND FACILITIES) SERVICES
FOR THE DEPARTMENT OF SCIENCE AND
INNOVATION FOR A PERIOD OF 36 MONTHS**

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BID VALIDITY PERIOD : 120 DAYS

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1. DEFINITIONS

- 1.1. **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 1.2. **24 After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 1.3. **Air travel** means travel by airline on authorised official business.
- 1.4. **Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., Line Manager of the traveller.
- 1.5. **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 1.6. **Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.
- 1.7. **Domestic travel** means travel within the borders of the Republic of South Africa.
- 1.8. **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 1.9. **International travel** refers to travel outside the borders of the Republic of South Africa.
- 1.10. **Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC to which all expenditure is charged.
- 1.11. **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 1.12. **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes, and resources needed to implement quality management.
- 1.13. **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar,

Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

- 1.14. **Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- 1.15. **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 1.16. **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- 1.17. **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
- 1.18. **Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of the Department.
- 1.19. **Travel Authorisation Form** is the official form utilised by the Department reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- 1.20. **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g., the personal assistant of the traveller.
- 1.21. **Travel Management Company or TMC** refers to the Company contracted to provide travel management services (Travel Agency).
- 1.22. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 1.23. **Value Added Services** are services that enhance or complement the general travel management services e.g., Rules and procedures of the airports.
- 1.24. **VAT** means Value Added Tax.
- 1.25. **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of the Department by a dedicated consultant to ensure a seamless travel experience.

1. INTRODUCTION

1.1 The Department of Science and Innovation is the department established amongst other things to:

- a) Develop the innovation capacity of the National System of Innovation (NSI) and thereby contributing to socio-economic development.
- b) Enhance South Africa's knowledge-generation capacity in order to produce excellent research outputs and turn some advanced findings into innovation products and processes.
- c) Develop appropriate Science, Technology and Innovations (STI) human capital to meet the needs of society.

The Department of Science and Innovation (DSI) requires service providers to provide booking arrangement for non-officials and officials, as travellers within the domestic and international markets. Travel arrangements will consist of air travel, hotel accommodation, airport transfers, shuttle services and car rentals through the appointed service provider.

DSI intends to carry out a procurement exercise to solicit proposals from experienced and professional travel agencies for the provision of travel and related services.

DSI does not guarantee exclusive procurement from the Travel Management Company (TMC) nor any minimum order or quantity of services. The Travel Management Company is expected to win over market share through its quality service and competitive prices.

1.2 It is against this background that the department requires effective, efficient logistical support in order to ensure that the strategic goals of the department are met.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL

2.1 The proposed contract with the Travel Management Company will cover airline ticketing, visa services and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for DSI staff members for purposes of official and non- DSI official/.

- 2.2 The successful bidders ("the Travel Management Company") will be required to sign a contract with the DSI to perform travel services specified under this Terms of Reference and agreeing to clearly identified service levels. The contract will be for three (3) years.
- 2.3 The DSI reserves the right to appoint one (1) or more TMC for the duration of the contract.

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

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

3.2 Procurement Legislation

- 3.2.1 DSI has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.3 Technical Legislation and/or Standards

- 3.3.1 Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services especially the Cost Containment measures on Travel and Subsistence issued by National Treasury and as amended

4. BRIEFING SESSION

- 4.1 No briefing session will be held but enquiries will be addressed via email at tenders@dst.gov.za

5. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	12 July 2021
Bid closing date	02 August 2021 @ 11h00
Commencement of the contract	1 st October 2021

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

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

6. CONTACT AND COMMUNICATION

- 6.1 A nominated official of the bidder(s) can make enquiries in writing, to tenders@dst.gov.za.

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

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

- 6.4 All communication between the Bidder(s) and DSI must be done in writing.

- 6.5** Whilst all due care has been taken in connection with the preparation of this bid, DSI makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DSI, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 6.6** If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSI (other than minor clerical matters), the Bidder(s) must promptly notify DSI in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DSI an opportunity to consider what corrective action is necessary (if any).
- 6.7** Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSI will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.8** All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

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

8. COUNTER CONDITIONS

- 8.1** Bidders' attention is drawn to the fact that amendments to any of the **bid conditions** or setting of counter conditions by bidders or qualifying any bid conditions will result in the **invalidation** of such bids.

9. FRONTING

- 9.1** Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent,

and legally compliant manner. Against this background the Government condemn any form of fronting.

9.2 The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition (the dtic), 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 10 years, in addition to any other remedies DSI may have against the bidder/contractor concerned.

10. SUPPLIER DUE DILIGENCE

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

11. SUBMISSION OF PROPOSALS

11.1 Bid documents (1 hard copy and 1 USB) may be couriered to DST Building 53, CSIR campus, Meiring Naude Road, Brummeria, Pretoria, on or before the closing date and time. For any enquiries must be made on time via email tender@dst.gov.za

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

11.3 Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBEE)
Exhibit 1: Pre-qualification documents <i>(Refer to Section 17.2 - Gate 0: Pre-qualification Criteria (Table 1))</i>	Exhibit 1: Pricing Schedule <i>(Refer to Section 16 – Pricing Model and Annexure B1 – Pricing Submission)</i>
FILE 1 (TECHNICAL FILE)	

<p>Exhibit 2:</p> <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. (Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist) 	
<p>Exhibit 3:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement (Refer to Section 20 – Service Level Agreement) 	
<p>Exhibit 4:</p> <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

12. PRESENTATION/DEMONSTRATION

12.1 DSI reserves the right to request presentations/demonstrations from the short-listed bidders as part of the bid evaluation process. Should this be a requirement, bidders will be informed in writing of the date and time as well as the scope of presentation to be made.

13. DURATION OF THE CONTRACT

13.1 The successful bidder will be appointed for a period of 36 months after which the tender will be advertised.

14. SCOPE OF WORK

14.1 Background

14.1.1 DSI currently uses XL Nexus and Travel with Flair to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a manual process. The travel requisition is manually captured on forms that go through a manual authorization approval procedure and are then forwarded to the DSI Travel Co-coordinator. The DSI Travel Co-coordinator forwards the requisition to the Travel Agency via email for bookings to be made.

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

- a) Provide DSI with the travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the service levels.
- b) Achieve significant cost savings for DSI without compromising services.

- c) Appropriately contain DSI's risk and traveler risk.

14.2 Travel Volumes

14.2.1 The current DSI total number of employees is 459 (may vary in future) and volumes per annum including air travel, accommodation, car hire, forex, conference, etc. are reflected on the table below for the 2019/20 Financial Year (FY) as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum ®
Air travel - Domestic	1769	7 241 411,00
Air Travel - Regional & International	185	6 081 286,00
Car Rental - Domestic	826	2 441 805,00
Car Rental - Regional & International	Included as part of transfers	
Shuttle Services - Domestic	Included as part of transfers	
Accommodation - Domestic	1241	3 572 248,00
Accommodation - Regional & International	170	2 875 427,00
Transfers - Domestic	1087	1 806 740,00
Transfers - Regional & International	0	
Bus/Coach bookings	8	112 000,00
Train - Regional & International	1	33 600,00
Conferences/Events	122	5 571 560,00
After Hours	428	
Parking	6	1755
Insurance	51	18 495,00
Forex	0	

14.2.2 Note: *These figures are projections based on the 2019/20 expenditure and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.*

14.3 Service Requirements

14.3.1 General

14.3.1.1 The successful bidder will be required to provide innovative travel management services.

Deliverables under this section include without limitation, the following:

14.3.1.2 The travel services will be provided to all Travelers travelling on behalf of DSI, locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that DSI is responsible for the arrangement and cost of travel.

- 14.3.1.3 Provide travel management services during normal office hours (Monday to Friday 8h00 to 17h00) and provide after hours and emergency services as stipulated in paragraph 14.3.6 (c).
- 14.3.1.4 Familiarisation with current DSI travel business processes.
- 14.3.1.5 Familiarisation with current DSI SCM Policy and Preferential Procurement Strategy, and implementations of controls to ensure compliance.
- 14.3.1.6 Familiarisation with current travel suppliers and negotiated agreements that are in place between DSI and third parties. Assist with further negotiations for better deals with travel service providers.
- 14.3.1.7 Familiarisation with current DSI Travel Policy and implementations of controls to ensure compliance.
- 14.3.1.8 Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- 14.3.1.9 Provide a facility for DSI to update their travellers' profiles.
- 14.3.1.10 Manage the third-party service providers by addressing service failures and complaints against these service providers.
- 14.3.1.11 Consolidate all invoices from travel suppliers and submit invoices to DSI.
- 14.3.1.12 Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- 14.3.1.13 Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to DSI.
- 14.3.1.14 It is **compulsory** for the bidder to be a member of **International Air Travel association (IATA)**. Being a member of ASATA (Association of South African Travel Agents) will be an added advantage. Proof of such membership must be submitted with the bid at closing date and time.

14.3.2 Reservations

14.3.2.1 The Travel Management Company will:

- a) Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b) Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.

- c) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d) Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e) Book the negotiated discounted fares and rates where possible.
- f) Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g) Book parking facilities at the airports where required for the duration of the travel.
- h) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i) Be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)
- j) Issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- k) Advise the Traveller of all visa and inoculation requirements well in advance.
- l) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n) Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- o) Note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
- p) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- q) Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by DSI are **noncommissionable**, where commissions are earned for DSI bookings all these commissions should be returned to DSI on a quarterly basis.
- r) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by DSI.
- s) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per DSI's instructions.

14.3.3 Air Travel

- 14.3.3.1 The TMC must be able to book full-service carriers as well as low cost carriers.

- 14.3.3.2 The TMC will book the most cost-effective airfares possible for domestic travel.
- 14.3.3.3 For international flights, the airline which provides the most cost effective and practical routings may be used.
- 14.3.3.4 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 14.3.3.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- 14.3.3.6 Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- 14.3.3.7 The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 14.3.3.8 The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- 14.3.3.9 The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 14.3.3.10 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 14.3.3.11 Assist with lounge access when required.

14.3.4 Accommodation

- 14.3.4.1 The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 14.3.4.2 The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is

located as close as possible to the venue or office or location or destination of the traveller.
- 14.3.4.3 This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with DSI's travel policy.
- 14.3.4.4 DSI travellers may only stay at accommodation establishments with which TMC has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the

traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or DSI.

14.3.4.5 Accommodation vouchers must be issued to all DSI travellers for accommodation bookings and must be invoiced to DSI as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

14.3.4.6 The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

14.3.4.7 Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

14.3.5 Car Rental and Shuttle Services

14.3.5.1 The TMC will book the approved category vehicle in accordance with the DSI Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel, and venue).

14.3.5.2 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

14.3.5.3 The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages, and accidents, etc. Details on how the accidents and damages will be handled must be provided.

14.3.5.4 For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers.

14.3.5.5 The TMC will book transfers in line with the DSI Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

14.3.5.6 The TMC should manage shuttle companies on behalf of the DSI and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

14.3.5.7 The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

14.3.6 after Hours and Emergency Services

14.3.6.1 The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

14.3.6.2 A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency travel requests.

14.3.6.3 After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and a 24hour service on weekends and Public Holidays.

14.3.6.4 A call center facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

14.3.6.5 The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

14.4 Venues and facilities

14.4.1 The TMC may be required to assist with sourcing of venues and facilities as and when a need arise for the department and ensure that all venues and facilities are rated accordingly in terms of the Tourism Rating Requirements and are in line with the Cost Containment measures issued by National Treasury.

14.4.1.1 Conferences and workshops

14.4.1.1.1 The TMC should cater for group arrangements for conferences according to the configured number of travellers as per the DSI Policy

14.4.1.1.2 The TMC will obtain three price comparisons from accommodation establishment that provides venue and facilities for conference at the best rate within maximum allowable rates as prescribed by National Treasury form time to time.

14.4.1.1.3 The TMC should arrange for block bookings at a negotiated rate

14.4.1.1.4 The TMC should prepare an analysis of each venue and submit a comparison to the DSI

14.4.1.2 Group Travel Management (Buses)

14.4.1.2.1 The TMC should cater for bus booking arrangements according to a configured number of travellers as per DSI Policy

14.5 Communication

14.5.1 The TMC will be required to conduct workshops and training sessions for Travel Bookers of DSI.

14.5.2 All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

14.5.3 The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

14.6 Financial Management

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

14.6.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to DSI for payment within the agreed time.

14.6.3 Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.

14.6.4 The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices DSI for the services rendered.

14.6.5 Where pre-payments are required for smaller Bed and Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

14.6.6 Consolidate Travel Supplier bill-back invoices.

14.6.7 In certain instances where institutions have a travel lodge card in place, the payment of air only is consolidated through a corporate card vendor.

14.6.8 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to DSI's Supply Chain Management Unit on the agreed time (e.g., weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

14.6.9 Ensure Travel Supplier accounts are settled timeously.

14.7 Technology, Management Information and Reporting

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

14.7.2 The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

14.7.3 All management information and data input must be accurate.

14.7.4 The TMC will be required to provide the DSI with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting

template requirements at no cost. The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

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

14.7.6 DSI may request the TMC to provide additional management reports.

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

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

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

14.7.9.1 **Travel**

14.7.9.1.1 After hours' Report.

14.7.9.1.2 Compliments and complaints.

14.7.9.1.3 Consultant Productivity Report.

14.7.9.1.4 Long term accommodation and car rental.

14.7.9.1.5 Extension of business travel to include leisure.

14.7.9.1.6 Upgrade of class of travel (air, accommodation, and ground transportation).

14.7.9.1.7 Bookings outside Travel Policy.

14.7.9.2 **Finance**

14.7.9.2.1 Reconciliation of commissions/rebates or any volume driven incentives.

14.7.9.2.2 Creditor's ageing report

14.7.9.2.3 Creditor's summary payments

14.7.9.2.4 Daily invoices

14.7.9.2.5 Reconciled reports for Travel Lodge card statement

14.7.9.2.6 No show reports.

14.7.9.2.7 Cancellation report

14.7.9.2.8 Receipt delivery report

14.7.9.2.9 Monthly Bank Settlement Plan (BSP) Report

14.7.9.2.10 Refund Log

14.7.9.2.11 Open voucher report, and

14.7.9.2.12 Open Age Invoice Analysis.

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

14.8 Account Management

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

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

14.8.3 The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.

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

14.8.5 Ensure that the DSI's Travel Policy and Cost Containment Measures issued by National Treasury are enforced.

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

14.9 Value Added Services

14.9.1 The TMC must provide the following value-added services:

14.9.1.1 Destination information for regional and international destinations:

14.9.1.2 Health warnings

14.9.1.3 Weather forecasts

14.9.1.4 Places of interest

14.9.1.5 Visa information

14.9.1.6 Travel alerts

14.9.1.7 Location of hotels and restaurants

14.9.1.8 Information including the cost of public transport.

14.9.1.9 Rules and procedures of the airports

14.9.1.10 Business etiquette specific to the country

- 14.9.1.11 Airline baggage policy; and
- 14.9.1.12 Supplier updates
- 14.9.1.13 Electronic voucher retrieval via web and smart phones
 - 14.9.1.14 SMS notifications for travel confirmations
- 14.9.1.15 Travel audits
- 14.9.1.16 Global Travel Risk Management
- 14.9.1.17 VIP services for Executives that include but is not limited to check-in support.

14.10 Cost Management

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

14.11 Quarterly and Annual Travel Reviews

- 14.11.1 Quarterly reviews are required to be presented by the Travel Management Company on all DSI travel activity in the previous three-month period. These reviews are comprehensive and presented to DSI's Supply Chain Management and Finance teams as part of the performance management reviews based on the service levels.
- 14.11.2 Annual Reviews are also required to be presented to DSI's Senior Executives.
- 14.11.3 These Travel Reviews will include without limitation, customer satisfaction survey and travellers' trends

14.12 Office Management

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

- 14.12.1.1 Senior Consultants
- 14.12.1.2 Intermediate Consultants
- 14.12.1.3 Junior Consultants
- 14.12.1.4 Travel Manager (Operational)
- 14.12.1.5 Finance Manager / Branch Accountant
- 14.12.1.6 Admin Back Office (Creditors / Debtors/Finance Processors)
- 14.12.1.7 Strategic Account Manager (per hour)
- 14.12.1.8 System Administrator (General Admin)

15 PRICING MODEL

15.1 DSI requires bidders to submit proposals using the transactional fee model for consideration.

15.1.1. Transaction Fees (Refer Annexure B1: Pricing Schedule)

- 15.1.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
- 15.1.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

15.1.2. Volume driven incentives

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

16 EVALUATION AND SELECTION CRITERIA

16.1 DSI has set minimum standards (Phases) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification (PHASE 1)	Criteria	Technical Evaluation Criteria (PHASE 2)	Price and B-BBEE Evaluation (PHASE 3)
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Bidders must submit all documents as outlined in paragraph 16.1.1.2 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Phase 2.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Phase 3 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Phase 3 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.
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16.1.1 Phase 1: Pre-qualification Criteria

16.1.1.1 Without limiting the generality of DSI's other critical requirements for this bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

16.1.1.2 During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES/ NO	Non-submission will lead to a zero (0) score on BBBEE/ service provider will not be disqualified
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign

Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration
IATA Licence / Certificate	YES	Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date and time. <i>Where a bidding company is using a 3rd Party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date and time.</i>
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure B1 in a separate envelope where hard copies are being submitted

16.1.2 Phase 2: Technical Evaluation Criteria = 100 points

16.1.2.1 All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to Annexure A2 for detailed information.

16.1.2.2 Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) will be evaluated in Phase 2 for functionality. Functionality will be evaluated as follows:

16.1.2.2.1 Desktop Technical Evaluation: Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 70% out of 80 points

16.1.2.2.2 Presentation and system demonstration: Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 70% of 20 points

16.1.2.2.3 The overall combined score must be equal or above 70% proceed to Phase 3 evaluation on Price and BBBEE.

16.1.2.3 As part of due diligence, DSI may conduct site visit(s) at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at DSI's sole discretion. The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
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Desktop Technical Evaluation (Annexure A2 – Technical Scorecard)	80	56
Presentation and <i>in loco</i> inspection or site visit	20	14
OVERALL COMBINED POINTS	100	70

16.1.3 Phase 3: Price and BBEE Evaluation (80+20) = 100 points

16.1.3.1 In terms of regulation 6 of the Preferential Procurement Regulations (2017) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be evaluated on the 80/20-preference point system in terms of which points are awarded to bidders based on the **bid price (maximum 80 points)** and B-BBEE status level of contributor (maximum 20 points).

16.1.3.2 Price Evaluation (80 Points)

The following formula will be used to calculate the points for price: Criteria	Points
Price Evaluation $Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$	80

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

16.1.3.3 BBEE Evaluation (20 Points)

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

16.1.3.3.2 B-BBEE points may be allocated to bidders on submission of the following documentation or evidence namely: a) A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and b) A valid B-BBEE Certificate or a Sworn Affidavit.

16.1.4 Joint Ventures, Consortiums and Trusts

16.1.4.1 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.

16.1.4.2 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.

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

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

16.1.5 Sub-contracting

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

16.1.5.2 The following is an extract from the PPPFA Act:

“Section 11(8) “A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer

qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.”

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

16.1.6 Consolidated points (80 + 20 = 100 points)

16.1.6.1 The Price and BBEE points will be consolidated. Only Bidders that have met the 80point threshold in Phase 2 will be evaluated in Phase 3 for price and BBEE.

17 GENERAL CONDITIONS OF CONTRACT

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

17.1.1. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSI is prepared to enter a contract with the successful Bidder(s).

17.1.2. The bidder submitting the General Conditions of Contract to DSI together with its bid, duly signed by an authorised representative of the bidder.

18 CONTRACT PRICE ADJUSTMENT

18.1 Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

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

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

19.2 DSI reserves the right to vary the proposed draft Service Level Indicators while negotiating with a bidder by amending or adding thereto.

19.3 Bidder(s) are requested to:

19.3.1 Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.

19.3.2 Explain each comment and/or amendment; and

19.3.3 Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

19.4 DSI reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to DSI or pose a risk to the organisation.

20 SPECIAL CONDITIONS OF THIS BID

20.1 DSI reserves the right to:

20.1.1 Award this tender to a bidder that did not score the highest total number of points, in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

20.1.2 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

20.1.3 Accept part of a tender rather than the whole tender.

20.1.4 Carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

20.1.5 Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

20.1.6 Cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

20.1.7 Award to multiple bidders based either on size or geographic considerations.

21 DSI REQUIRES BIDDER(S) TO DECLARE

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

21.1.1 Confirm that the bidder(s) is to:

21.1.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of DSI.

- 21.1.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- 21.1.1.3 Act with circumspection and treat DSI fairly in a situation of conflicting interests.
- 21.1.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- 21.1.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSI.
- 21.1.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
- 21.1.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of DSI as a client before any other consideration; and
- 21.1.1.8 Ensure that any information acquired by the bidder(s) from DSI will not be used or disclosed unless the written consent of the client has been obtained to do so.

22 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

22.1 DSI reserves its right to disqualify any bidder who:

- 22.1.1 either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DSI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 22.1.2 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- 22.1.3 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 22.1.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSI's officers, directors, employees, advisors or other representatives.
- 22.1.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in

order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

22.1.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity.

22.1.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.

22.1.8 Has in the past engaged in any matter referred to above; or

22.1.9 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of Whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

23.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DSI relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

23.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DSI against the bidder notwithstanding the conclusion of the Service Level Agreement between DSI and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24 PREPARATION COSTS

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

25 INDEMNITY

25.1 If a bidder breaches the conditions of this bid and, as a result of that breach, DSI incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or

confidentiality obligations), then the bidder indemnifies and holds DSI harmless from any and all such costs which DSI may incur and for any damages or losses DSI may suffer.

26 PRECEDENCE

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

27 LIMITATION OF LIABILITY

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

28 TAX COMPLIANCE

- 28.1 No tender shall be awarded to a bidder who is **not tax compliant**. DSI reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to DSI, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
- 28.2 DSI further reserves the right to cancel a contract with a successful bidder if such a bidder does not remain tax compliant for the full term of the contract.

29 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

30 GOVERNING LAW

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

31 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

32 CONFIDENTIALITY

- 32.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DSI's examination and evaluation of a Tender.
- 32.2 No part of the bid may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by DSI remain proprietary to DSI and must be promptly returned to DSI upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.
- 32.3 Throughout this bid process and thereafter, bidder(s) must secure DSI's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

33 DSI PROPRIETARY INFORMATION

- 33.1 Bidder will on their bid cover letter make declaration that they did not have access to any DSI proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

34 AVAILABILITY OF FUNDS

- 34.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, **DSI04/2021-22**, the DSI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services already delivered, up to the date of cancellation or suspension.