ANNEXURE A1



Request for bids for provision of travel management services for a period of thirty-six (36) months.

C-BRTA/HO/0082

Date Issued: 10 May 2024

Closing date and time: 04 July 2024 at 11:00

Bid Validity Period: 90 days

TENDER BOX ADDRESS:

350 WITCH-HAZEL AVENUE, ECO POINT OFFICE PARK,
BLOCK A, ECO- PARK,
CENTURION

METHOD OF SUBMISSION: ONE (1) ORIGINAL COPY AND ONE (1) USB FLASH DRIVE

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1. INTRODUCTION

The Cross-Border Road Transport Agency (C-BRTA) is a Schedule 3A Agency established through the Cross-Border Road Transport Act 4 of 1998 and provides advice, regulation, facilitation, and law enforcement in respect of commercial cross border road transport. The Act gives the C-BRTA mandate to license commercial cross border road transport operators by issuing permits to operate.

2. PURPOSE OF THIS REQUEST FOR BID (RFB)

The purpose of this Request for Bid (RFB) is to solicit proposals from potential bidder(s) for the provision of travel management services to C-BRTA. This RFB document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by C-BRTA for the provision of travel management services to C-BRTA. This RFP does not constitute an offer to do business with C-BRTA, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. **DEFINITIONS**

- 3.1. **Accommodation** means the rental of lodging facilities while away from one's place ofabode, but on authorised official duty.
- 3.2. **After-hours service** refers to an enquiry or travel request that is carried out after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 3.3. **Air travel** means travel by airline on authorised official business.
- 3.4. **Authorising Official** means the employee who has been delegated to authorise travelin respect of travel requests and expenses, e.g. line manager of the traveller.

- 3.5. **Car Rental** means the rental of a vehicle for a short period of time by a Traveller forofficial purposes.
- 3.6. **Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.
- 3.7. **Domestic travel** means travel within the borders of the Republic of South Africa.
- 3.8. **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 3.9. **Commerce** refers to the Government's buy-site for transversal contracts.
- 3.10. International travel refers to travel outside the borders of the Republic of South Africa.
- 3.11. A 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 TMCat to which all expenditure is charged.
- 3.12. **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).
- 3.13. **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 3.14. Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes, and resources needed to implement quality management.
- 3.15. Regional travel means travel across the border of South Africa to any of the SADCCountries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- 3.16. **Service Level Agreement** (**SLA**) is a contract between the TMC and Government that defines the level of service expected from the TMC.
- 3.17. **Shuttle Service** means the service offered to transfer a Traveller from one point toanother, for example from place of work to the airport.

- 3.18. Third party fees are fees payable to third party service providers that provide travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- 3.19. Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
- 3.20. **Traveller** refers to a Government official, consultant or contractor travelling on officialbusiness on behalf of Government.
- 3.21. Travel Authorisation is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- 3.22. **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.
- 3.23. **Travel Management Company** or TMC refers to the Company contracted to providetravel management services (Travel Agents).
- 3.24. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 3.25. Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
- 3.26. **VAT** means Value Added Tax.
- 3.27. VIP or Executive Service means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to C-BRTA 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).

- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

C-BRTA 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).

4.3. Technical Legislation and/or Standards

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

5. BRIEFING SESSION

Not applicable.

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government etender portal / print media / Tender Bulletin	04 June 2024
Questions relating to bid from bidder(s)	24 June 2024
Bid closing date	04 July 2024 at 11:00
Notice to bidder(s)	C-BRTA will endeavour to inform bidders of the progress until conclusion of the tender.

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

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

7. CONTACT AND COMMUNICATION

- 7.1. Enquiries may be forwarded via email tenders@cbrta.co.za. Bidder(s) must reduce all enquiries to writing and send to the above email address.
- 7.2. The delegated office of C-BRTA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for C-BRTA in respect of the bid between the closing date and the awardof the bid by the Bidder(s) is discouraged.

- 7.4. All communication between the Bidder(s) and C-BRTA must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, C-BRTA makes no representations or warranties that the contentof the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. C-BRTA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 7.6. 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 C-BRTA (other than minor clerical matters), the Bidder(s) must promptly notify C-BRTA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford C-BRTA an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by C-BRTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. 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.

8. LATE BIDS

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

9. LATE BIDS

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

10. COUNTER CONDITIONS

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

11. FRONTING

11.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemns any form of fronting.

The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 daysfrom 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 C-BRTA may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

12.1. C-BRTA 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

13. SUBMISSION OF PROPOSALS

Bid documents may either be posted to **350 Witch-Hazel Avenue**, **Eco Point Office Park,Block A, Eco- Park, Centurion**, **Pretoria** (preferably registered mail) OR placed in the tender box **OR** couriered to the aforesaid address on or before the closing date and time.

- 13.1. Bid documents will only be considered if received by C-BRTA before the closing date and time, regardless of the method used to send or deliver such documents to C-BRTA.
- 13.2. The bidder(s) are required to submit **one (1) original file and one (1) USB flash drive** with content of each file by the Closing date. The file and USB flash drive
 must be marked correctly and sealed separately for ease of reference during
 the evaluation process. Furthermore, the file and information in the USB flash
 drive must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE AND SPECIFIC GOALS)
Exhibit 1: Pre-qualification documents (Refer to Section 17.1 - Gate 0: Pre- qualification Criteria (Table 1)) Exhibit 2:	Exhibit 1: Pricing Schedule (Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)
 Technical Responses and Bidder Compliance Checklist for Technical Evaluation Supporting documents for technical responses. 	
(Refer to Section 17.2 - Gate 1A: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecardand Compliance Checklist) and Gate 2B- Presentation Evaluation	
 Exhibit 3: General Conditions of Contract (GCC) Draft Service Level Agreement (Refer to Section 20 – Service Level Agreement) 	
Exhibit 4:Company ProfileAny other supplementary information	

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

14. PRESENTATION / DEMONSTRATION

C-BRTA reserves the right to request presentations/demonstrations from the short-listed bidders as part of the bid evaluation process.

15. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of **36 (thirty-six)** months. with an option to renew in C-BRTA's sole discretion for an additional 24 (twenty-four) months on the same terms and conditions unless the parties agree otherwise.

16. SCOPE OF WORK

16.1. Background

The C-BRTA currently uses manual system to manage the travel requisition and travel expense processes within the travel management lifecycle. Thetravel requisition process is currently on a manual process and is manually captured on forms that go through a manual authorisation approval procedure and together with the travel quotes obtained from travel management company (TMC), are then forwarded to the C-BRTA travel co-ordinator in SCM. The C-BRTA travel co-ordinator then generates a purchase order (PO) which manually goes through an approval workflow process and then scan an approved PO and send via email through to the TMC for travel booking.

- a. C-BRTA's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:
- Provide C-BRTA with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction with the service levels;
- c. Achieve significant cost savings for C-BRTA without any degradation in the services;
- d. Appropriately contain C-BRTA's risk and traveller risk.
- e. The C-BRTA operates at the different South African border posts and remote areas closer to the boarder. The TMC must have a database of accommodation, and conference facilities closer to the border to ensure convenience and cost savings.

16.2. Travel Volumes

The current C-BRTA total volumes per annum include air travel, accommodation, car hire, conference, transfers etc. The table below details the number of transactions for the financial year 2023/2024 as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	400	R2 250 000,00
Air Travel - Regional & International	50	R1 500 000,00
Car Rental - Domestic	450	R2 500 000,00
Car Rental - Regional & International	50	R500 000,00
Shuttle Services - Domestic	250	R900 000,00
Accommodation - Domestic	1000	R5 000 000,00
Accommodation - Regional & International	100	R1 500 000,00
Transfers - Regional & International	50	R300 000,00
Bus/Coach bookings	10	R200 000,00
Train - Regional & International	10	R50 000,00
Conferences/Events	50	R1 800 000,00
After Hours	100	R1 500 000,00
Insurance	50	R90 000,00
GRAND TOTAL	2570	R18 090 000,00

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

16.3. Service Requirements

16.3.1. General

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation of the following:

a) The travel services will be provided to all Travellers travelling on behalf of C-BRTA locally, regionally, and internationally. This will include employees and contractors, consultants, and clients where the agreement is that C-BRTA is responsible for the arrangement and cost of travel.

- b) Provide travel management services during normal office hours (Monday toFriday 8h00 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c) Familiarisation with current C-BRTA travel business processes.
- d) Familiarisation with current travel suppliers and negotiated agreements that are in place between C-BRTA and third parties. Assist with furthernegotiations for better deals with travel service providers.
- e) Familiarisation with the current C-BRTA Travel Policy and implementation of controls to ensure compliance.
- f) Penalties incurred as a result of the inefficiency or fault of a travel consultantwill be for the TMC's account, subject to the outcome of a formal dispute process.
- g) Provide a facility for C-BRTA to update their travellers' profiles.
- h) Manage the third-party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices from travel suppliers.
- j) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

16.3.2. Reservations

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. respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
- h. facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- j. advise the Traveller of all visa and inoculation requirements well in advance.
- assist with the issuing of travel insurance for international trips where required.

- I. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- n. note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
- 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.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by C-BRTA are non-commissionable, where commissions are earned for C-BRTA bookings all these commissions should be returned to C-BRTA on a quarterly basis.
- q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by C-BRTA.
- r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per C-BRTA's instructions.

16.3.3. Air Travel

- a. The TMC must be able to book full-service carriers as well as low-cost carriers.
- The TMC will book the most cost-effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

- g. The TMC will also assist with the booking of charters for VIPs utilizing the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused etickets as per the agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

16.3.4. Accommodation

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with C-BRTA's travel policy.
- d. C-BRTA travellers may only stay at accommodation establishments with which the National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will 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 C-BRTA.
- e. Accommodation vouchers must be issued to all C-BRTA travellers for accommodation bookings and must be invoiced to C-BRTA as

per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. The cancellation of accommodation bookings must be done promptly to guardagainst no show and late cancellation fees.

16.3.5. Car Rental and Shuttle Services

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

16.3.6. After Hours and Emergency Services

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

- A dedicated consultant/s must be available to assist VIP/Executive
 Travellers with after-hours or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after-hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after-hours and emergency services. This must include purchase order generation of the request within 24 hours.

16.4. Communication

- 16.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of C-BRTA.
- 16.4.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 16.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

16.5. Financial Management

- 16.5.1. The TMC must implement the rates negotiated by C-BRTA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 16.5.2. The TMC will be responsible for managing the service provider accounts. This will include the timely receipt of invoices to be presented to C-BRTA for payment within the agreed period.
- 16.5.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.

- 16.5.4. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 16.5.5. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to C-BRTA's Financial Department on the agreed period (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.
- 16.5.6. Ensure Travel Supplier accounts are settled timeously.

16.6. Technology, Management Information and Reporting

- 16.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 16.6.2. The TMC must implement an Online Booking Tool to facilitate domestic bookings to optimize the services and related fees.
- 16.6.3. All management information and data input must be accurate.
- 16.6.4. The TMC will be required to provide the C-BRTA 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/Accountant http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant https://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant https://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant https://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Accountant https://www.treasuryInstruction/Accountant https://www.treasuryInstruction/Accountant https://www.treasuryInstruction/Accountant https://www.treasuryInstruction/Accountant https://www.treasuryInstruction/Accountant/ https://www.treasuryInstruction/Accountant/ https://www.treasuryInstruction/Accountant/ https://www.treasuryInstruction/Accountant/ https://www.treasuryInstruction/Accountant/ https://www.treasuryInstruction/Accountant/ <a

- 16.6.5. Reports must be accurate and be provided as per C-BRTA's specific requirements at the agreed time. Information must be available on a transactional level that reflects detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 16.6.6. C-BRTA may request the TMC to provide additional management reports.
- 16.6.7. Reports must be available in an electronic format, for example Microsoft Excel.
- 16.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

i. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation, and ground transportation);
- g) Bookings outside Travel Policy.

ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives:
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- I) Open Age Invoice Analysis.

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

16.7. Account Management

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

16.8. Value Added Services

The TMC must provide the following value-added services:

- 16.8.1. Destination information for regional and international destinations:
 - i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest:
 - iv. Visa information:
 - v. Travel alerts;

- vi. Location of hotels and restaurants:
- vii. Information including the cost of public transport;
- viii. Rules and procedures of the airports;
- ix. Business etiquette specific to the country;
- x. Airline baggage policy; and
- xi. Supplier updates
- 16.8.2. Electronic voucher retrieval via web and smart phones;
- 16.8.3. SMS notifications for travel confirmations;
- 16.8.4. Travel audits:
- 16.8.5. Global Travel Risk Management;
- 16.8.6. VIP services for Executives that include, but not limited to check-in support.

16.9. Cost Management

- 16.9.1. The National Treasury cost containment initiative and the C-BRTA'sTravel Policy is establishing a basis for a cost savings culture.
- 16.9.2. It is the obligation of the TMC Consultant to always advise on the most costeffective option, and costs should be within the framework of the National Treasury's cost containment instructions.
- 16.9.3. The TMC plays a pivotal role in providing high quality travel-related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.
- 16.9.4. 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 C-BRTA's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

16.10. Quarterly and Annual Travel Reviews

16.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all C-BRTA travel activity in the previous three-monthperiod. These reviews are comprehensive and presented to C-BRTA's Procurement and Finance teams as part of the performance management reviews based on the service levels.

16.10.2. Annual Reviews are also required to be presented to C-BRTA's Senior Executives.

16.11. Office Management

- 16.11.1. The TMC to ensure high quality service to be always delivered to the C-BRTA's travellers. The TMC is required to provide C-BRTA with highly skilled and qualified human resources of the following roles but not limited to:
 - a. Intermediate Consultants
 - b. Senior Consultant
 - c. Operations Manager
 - d. Finance Support Staff
 - e. Account Manager
 - f. System Administrator (General Admin)

17. PRICING MODEL

C-BRTA requires bidders to propose pricing for the transactional fee model.

17.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

- 17.1.1. 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.
 - i. Off-site option (Template 2)

- 17.1.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.
- 17.1.3. The C-BRTA reserves the right to negotiate the percentage of conference facilities or any other fee with the bidder who scored the highest points of Price and Specific Goals.

17.2. Volume driven incentives

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

18. EVALUATION AND SELECTION CRITERIA

C-BRTA has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consists of the following:

Pre-qualification Criteria(Gate 0)	Criteria (Gate 1)	Systems	Price and Specific Goals Evaluation (Gate3)
Bidders must submit all	Bidder(s) are required to	Bidder(s) are	Bidder(s) will be
documents as outlined in	achieve overall minimum	required to achieve	evaluated out of 100
Table 1 below.	of 75 points out of 100	overall minimum of	points and Gate 3 will
Only bidders that comply	points to proceed to Gate	75 points out of	only apply to bidder(s)
with ALL these criteria will proceedto Gate 1.	2 (Presentation and Systems Demonstration).	100 points to proceed to Gate 3 (Price and Specific Goals)	who have met and exceeded the threshold of 75 points.

18.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of C-BRTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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

Documents that must be submitted	YES	ubmission of any of the items against which a is denoted shall result to immediate lification
Invitation to Bid – SBD 1	NO	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	NO	i. Proof of Central Supplier Database report. NB: The bidder will be given Seven (7) days to correct tax non-compliance, failure will result to a disqualification.
Bidders Disclosure Form – SBD4	NO	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on B-BBEE
Bidders Declaration Form – Database of facilities in remote areas next to the borders	NO	Complete and sign the supplied pro forma document
IATA Licence / Certificate	YES	 i. Bidders are required to submit their copy of International Air Transport Association (IATA) licence/ certificate at the closing date. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and a copy of the certificate to that effect at closing date.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

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

Only Bidders that have met the Pre-Qualification Criteria in **Gate 0** will be evaluated in **Gate 1** for functionality and those who scored points as per the minimum threshold of **75 points** out of **100 points** will be evaluated in **Gate 2** for presentation and systems demonstration. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation (Gate 1) Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 75 points of 100 points. Failure to achieve a minimum of 75 points would result in bidders not proceeding to the next stage of evaluation (Gate 2).
- ii. Presentation and system demonstration (Gate 2) Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 75 points out of 100 points. Failure to achieve a minimum of 75 points would result in bidders not proceeding to the next stage of evaluation (Gate 3 -Price and Specific Goals).

As part of due diligence, C-BRTA will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at C-BRTA's sole discretion.

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

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	100	75
Presentation and On-site Reference Checks (system demonstration)	100	75

18.2. Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points

Only Bidders that have met the **75 points** threshold in **Gate 2** will be evaluated in **Gate 3** for price and Specific goals. Price and Specific goals will be evaluated as follows:

In terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals evaluation (maximum 20 points)

I Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation	
$Ps = 80 \begin{pmatrix} Pt - P \min \\ 1 - P \min \end{pmatrix}$	80

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

ii. Gate 3 – Specific Goals (20 Points)

a. Specific goals Points allocation

A maximum of 20 points may be allocated to a bidder for specific goals in accordance with the table below:

No	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Means of verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
A	BBBEE Level 1 - 4	10	BBBEE or Sworn affidavit submitted with the bid	
В	100% Women owned Enterprises	5	Central Supplier Database	
С	Enterprises owned by Disable people	5	Medical report	
D	Total point claimed	D= A -	+ B + C	

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- Valid B-BBEE Certificate or Sworn Affidavit
- Central Supplier Database (CSD); and
- Medical Report

a. 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. C-BRTA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

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

19. GENERAL CONDITIONS OF CONTRACT

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which C-BRTA is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to C-BRTA together with its bid, duly signed by an authorised representative of the bidder.

20. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be made 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

21. SERVICE LEVEL AGREEMENT

- 21.1. Upon award C-BRTA and the successful bidder will conclude a ServiceLevel Agreement regulating the specific terms and conditions applicable to the services being procured by C-BRTA more or less in the format of thedraft Service Level Indicators included in this tender pack.
- 21.2. C-BRTA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 21.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 21.4. C-BRTA 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 C-BRTA or pose a risk to the organisation.

22. SPECIAL CONDITIONS OF THIS BID

C-BRTA reserves the right:

- 22.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 22.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 22.3. To accept part of a tender rather than the whole tender.
- 22.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 22.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 22.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 22.7. Award to multiple bidders based either on size or geographic considerations.
- 22.8. To request the bidder(s) to submit database of facilities in remote areas or closer to different borders of entry in the Republic of South Africa and proof of grading of the facilities by a recognized regulator prior award of this bid. Bidders are required to complete a declaration form- Annexure A4, or database of facilities next to the borders of the Republic of South Africa.
- 22.9. To visit the facilities for confirmation of existence and status of acceptability by CBRTA.

23. C-BRTA REQUIRES BIDDER(S) TO DECLARE

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

23.1. Confirm that the bidder(s) is to: –

- Act honestly, fairly, and with due skill, care, and diligence, in the interests
 of C-BRTA;
- b. Have and employ effectively the resources, procedures, and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat C-BRTA 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 C-BRTA:
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of C-BRTA as a client before anyother consideration; and
- h. To ensure that any information acquired by the bidder(s) from C-BRTA will not be used or disclosed unless the written consent of the clienthas been obtained to do so.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 24.1. **C-BRTA** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized 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 recognized stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - 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;

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

25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 25.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that C-BRTA 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.
- 25.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by C-BRTA against the bidder notwithstanding

the conclusion of the Service Level Agreement between C-BRTA 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.

26. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing C-BRTA, 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.

27. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, C-BRTA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/orenforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds C-BRTA harmless from any and all such costs which C-BRTA may incur and for any damages or losses C-BRTA may suffer.

28. PRECEDENCE

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

29. LIMITATION OF LIABILITY

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

30. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. C-BRTA 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 taxcompliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to C-BRTA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. C-BRTA further reserves the right tocancel a contract with a successful bidder in the event that such bidder does not remaintax compliant for the full term of the contract.

31. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. C-BRTA 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 the National Treasury by another government institution.

32. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of anykind 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.

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

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

34. CONFIDENTIALITY

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

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

Throughout this bid process and thereafter, bidder(s) must secure C-BRTA'swritten approval prior to the release of any information that pertains to (i) the potentialwork 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 processand civil action.

35. C-BRTA PROPRIETARY INFORMATION

The bidder will on their bid cover letter make declaration that they did not have access to any C-BRTA 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).

36. AVAILABILITY OF FUNDS

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

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