**Appointment of Travel Agencies** 

To provide Travel Management Services to the South African Social Security Agency



Request for Proposal to render Travel Management Services to the South African Social Security Agency (SASSA For the period of 36 months)

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#### 1. INTRODUCTION

- 1.1 The South African Social Security Agency (SASSA) was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). SASSA is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants in such a way that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well as the integrity of the whole system.
- 1.2 Currently the structure of SASSA is as follows:



1.3 SASSA employees are required, on a regular basis, to perform their duties away from their normal place of work and therefore require the services of competent Travel Agencies to coordinate their travel and accommodation arrangements.

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#### SPECIAL CONDITIONS OF THE CONTRACT

### Bidders must comply with the following special condition:

- a. The bidder is required to have a minimum of 4 (four) years' experience in the travel industry. This must be confirmed by the fully completed table of experience on **Annexure A**.
- b. The Operations Manager is required to have a minimum of 4 (four) years' experience in the Travel Industry, (CV must be submitted) with a minimum of three contactable referees.
- c. The Key Accounts Manager is required to have a minimum of 4 (four) years' experience in the Travel Industry, (CV must be submitted) with a minimum of three contactable referees.
- d. The Finance Manager is required to have a minimum of 4 (four) years' experience in Financial Management for accurate invoices and statements and overall financial management of multiple Travel Accounts, (CV must be submitted) with a minimum of three contactable referees.
- e. The Team Leader/ Office Manager is required to have a minimum of 3 (three) years' experience in the Travel Industry, (CV must be submitted) with a minimum of three contactable referees.
- f. The bidder is required to have experience of processing a minimum of 18 000 transactions per year as referenced in the fully completed table of experience.
- g. Bidders are required to submit their current and valid International Air Transport Association (IATA) licence/ certificate (certified copy not older than 3 months) at the closing date of the bid.
- h. Complete Desktop Evaluation Technical Scorecard and Compliance Checklist (Annexure I).
- i. The bidders are required to submit completed sets of audited annual financial statements between the periods (2017 and 2019), in the name of the bidding entity, to conduct financial statement analysis.
- j. Submit letters of good financial standing from the travel supplier who has negative financial standing as per the feedback from the travel suppliers. Refer to Section 13.2

NB: Non-compliance with these conditions shall invalidate the bid for all the item(s) concerned.

#### **BID CONDITIONS**

- a. Presentation bidders may be required to present their bid proposals for clarity provision purposes.
- b. Bidders shall be disqualified if found to have misrepresented information in their bid proposals.
- c. Bidders must submit their bid proposals in line with the bid specifications and the attached Annexures.

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d. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure that a bid is regarded as responsive, it is imperative to comply with all conditions pertaining to this bid and to complete all the mandatory response fields for the individual items specified.

### e. SASSA reserves the right:

- (i) Not to award or cancel this Bid at any time and shall not be bound to accept the lowest or any bid.
- (ii) To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidders who have not been awarded the status of the preferred bidders.
- (iii) To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- (iv) To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidders have been notified of their status as such.
- (v) To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest priced bid.
- (vi) Award to multiple bidders to spread the risk.

# 2. PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

- 2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidders for the provision of travel management services to the South African Social Security Agency (SASSA).
- 2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by SASSA for the provision of travel management services to the Agency.
- 2.3. This RFP does not constitute an offer to do business with SASSA but merely serves as an invitation to bidders to facilitate a requirements-based decision process.
- 2.4. SASSA seeks to enter into an agreement with two competent Travel Agencies that are fully accredited members of IATA (International Air Transport Association) with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements. One Travel Agency will provide travel services onsite and the other Travel Agency will provide services offsite.
- 2.5. The successful bidders will therefore be expected to provide services in line with the office allocations which will be made by SASSA.

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### 3. **DEFINITIONS**

Accommodation means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.

After-hours service means an enquiry or travel request that is actioned after normal working hours.

**Agency** means the Head Office and Regional Offices (including their respective District Offices, Local Offices and Service Points) of the South African Social Security Agency, a juristic entity established in terms of Section 2 of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004).

Air travel means to travel by airline on authorised official business.

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.

Car Rental means the rental of a vehicle for a short period of time by a Traveller for official purposes.

Domestic travel means to travel within the borders of the Republic of South Africa.

Emergency service means a travel booking made when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

International travel means to travel outside the borders of the Republic of South Africa.

Regional travel means to 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.

SASSA means the South African Social Security Agency.

Service Level Agreement (SLA) means the service standards which must be met by the Travel Agencies.

**Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.

Third party fees are fees payable to third party service providers that provide travel related services on an ad hoc basis that is not directly provided by the TRAVEL AGENCIES. These fees include visa fees and courier fees.

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**Transaction Fee** means a fee charged for each specific service type e.g. international air ticket, charged per type per transaction per Traveller.

**Travel Coordinator** is an official mandated by the SASSA branch/department/unit/region to coordinate travel arrangements for Travellers within that branch/department/unit/region.

Travel Agency means the business or company contracted by SASSA to provide travel related services in accordance with the conditions of the contract.

**Travel Voucher** means a document issued by the Travel Agencies to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. rules and procedures of the airports.

VAT means Value Added Tax

VIP or Executive Service means the specialised and personalised travel management services to selected employees of the Agency by a dedicated consultant to ensure a seamless travel experience.

### 4. INFORMATION SESSION

4.1. Bidders are required to send all the enquiries to the following email address: SassaTravelBid2020@sassa.gov.za.

#### 5. COUNTER CONDITIONS

5.1. The 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 may result in the invalidation of such bids.

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#### 6. FRONTING

- 6.1. 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.
- 6.2. 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 the bid proposal. 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 an enquiry / investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies SASSA may have against the bidder/contractor concerned.

#### 7. SUPPLIER DUE DILIGENCE/MONITORING CONTRACT COMPLIANCE

7.1. SASSA reserves the right to monitor compliance to the service standards during the contract period. This may include site visits.

#### 8. SUBMISSION OF PROPOSALS

- 8.1. Bid documents will only be considered if received by SASSA before the closing date and time.
- 8.2. The bidders are required to submit two copies of File 1 (original and one duplicate) and one original of File 2 the on-site and offsite transaction fee models must be sealed in an envelope. Each file must be marked correctly for ease of reference during the evaluation process. Furthermore, the file dividers must be clearly labelled and submitted in the following format:

SBD Forms	PRICING SCHEDULE
All SBD Forms	On-Site and Offsite
FILE DIVIDER	Transaction Fee Models must be enclosed in an envelope.

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BBBEE Certificate

#### FILE DIVIDER

Joint Venture Agreement (where applicable)

### FILE DIVIDER

Company Profile

#### FILE DIVIDER

Current and valid proof of registration with <u>IATA</u>

#### FILE DIVIDER

Two dated and signed letters from the bidder's clients

### FILE DIVIDER

Fully Completed Table of Experience (Annexure A)

#### FILE DIVIDER

- Fully completed and signed off Desktop Evaluation Technical Scorecard and Compliance Checklist (Annexure I).
- Technical proposal prepared in line with the criteria listed in Annexure 1 – Desktop Evaluation Technical Scorecard and Compliance Checklist which are as follows:
  - RESERVATIONS

### FILE DIVIDER

COMMUNICATION

#### FILE DIVIDER

FINANCIAL MANAGEMENT

### FILE DIVIDER

• TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

#### FILE DIVIDER

ACCOUNT MANAGEMENT

#### FILE DIVIDER

VALUE ADDED SERVICES

#### FILE DIVIDER

#### FILE DIVIDER

Letters on good Financial Standing with four main accommodation suppliers and two main car hire suppliers which confirm that you have 30 days bill back accounts with them. These letters must have the following information: name of the supplier, contact person, rank and contact numbers (NB: letters must not be older than 3 months).

#### FILE DIVIDER

 Three (3) consecutive years audited/reviewed financial statements – 2017, 2018 and 2019

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COST MANAGEMENT

FILE DIVIDER

 OFFICE MANAGEMENT (Operations & Finance Management)

FILE DIVIDER

 CVs of the Operations Manager, Finance Manager, Key Accounts Manager and Team Leader.

FILE DIVIDER

 Transitional Plan

8.3. NB: Bidders are requested to initial each page of the Bid document on the bottom right hand corner.

#### 9. DURATION OF THE CONTRACT

9.1. The successful bidders will be appointed for a period of 36 (thirty six) months.

#### 10. SCOPE OF WORK

#### 10.1. Background

- 10.1.1 SASSA has well established travel management processes from the inception of the booking until the invoicing stage. The successful bidders will therefore be required to align their processes with SASSA's and comply at all times. The applicable processes are attached as follows:
  - a) Normal Booking Process (within official hours) Refer to Annexure B;
  - b) Afterhours Booking Process Refer to Annexure C;
  - c) Conference Booking Process Refer to Annexure D;
  - d) Emergency Booking Process Refer to Annexure E;
  - e) Invoicing Process Refer to Annexure F.
- 10.1.2 SASSA is using an Oracle System to generate travel orders and process invoices. The number of travel orders issued per request depends on the number of services required by the Traveller, e.g. air travel, car hire, accommodation, shuttle, etc. Invoicing must therefore be aligned to the issued travel orders.

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- 10.1.3 The Oracle System has down times of limited periods mainly during the December/January holidays for system maintenance purposes and at the beginning of each financial year for finalization of previous financial year end processes. This means travel orders and invoices cannot be processed during these down times, however travel booking requests still need to be processed by the Travel Agencies using the emergency letter issued by SASSA.
- 10.1.4 SASSA's primary objective in issuing this RFP is to enter into an agreement with successful bidders who will achieve the following:
  - a) Provide SASSA with the best travel management services that are consistent and reliable and will maintain a high level of Traveller satisfaction in line with the service standards;
  - b) Achieve significant cost savings for SASSA without any degradation in the services;
  - c) Appropriately contain SASSA risk and Traveller risk.

#### 10.2. Travel Volumes

10.2.1 The current travel transactions and expenditure total volumes per annum include air travel, accommodation, car hire, conference, etc. The table below details the number of transactions for April to December 2019, which also serve as estimated volumes and expenditure for the new contract as follows:

Service Category	Estimated Number of Transactions per annum	
Air Travel – Domestic	3364	
Air Travel - Regional & International	10	
Car Rental - Domestic	1637	
Car Rental - Regional & International	1	
Shuttle Services – Domestic	926	
Accommodation – Domestic	14 334	
Accommodation - Regional & International	7	
Shuttle Services - Regional & International	1	
Bus/Coach bookings	0	
Train - Regional & International	0	
Conferences/Events	261	
After Hours	97	
Parking	61	
Insurance	0	
Forex	0	
GRAND TOTAL	20 699	

NB: SASSA does not have a centralized budget for group bookings (i.e. 10 or more Travellers) nor does it have a centralised system for coordinating group bookings. SASSA is therefore unable to provide information on the number of groups processed in the current financial year. Secondly, the successful

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bidders must organise themselves internally so that they can be able to handle group bookings. If 10 or more Travellers from different areas/places are attending one meeting, the Travel Agencies will receive one order for the conference venue and individual orders for accommodation and other required services except in exceptional circumstances.

Note: These figures are projections based on the 2019/20 financial year (April to December 2019) and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposals.

### 10.3. Service Requirements

#### 10.3.1 General

The successful bidders will be required to provide travel management services adhering to the following requirements:

- a. The travel services will be provided to all Travellers travelling on behalf of SASSA. This will include employees, contractors, consultants, clients, etc.; where the agreement is that SASSA is responsible for the arrangement and cost of travel.
- b. Familiarisation with current SASSA travel business processes.
- c. Familiarisation with current travel suppliers and negotiated agreements that are in place between SASSA and third parties/travel suppliers and also between National Treasury and third parties/travel suppliers.
- d. Familiarisation with current SASSA Travel Management Policy and implementation of controls to ensure compliance.
- e. Penalties incurred as a result of the inefficiency or fault of a Travel Consultant will be for the Travel Agencies' account, subject to the outcome of a formal dispute process.
- Provide a facility for SASSA to update their Travellers' profiles.
- g. Assist to manage the travel suppliers by addressing service failures and complaints against them.
- h. Consolidate all invoices from travel suppliers.
- Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent Travel Agencies to ensure a smooth transition.

# 10.3.2 Reservations

The Travel Agencies shall:

- Always endeavour to make the most cost effective travel arrangements.
- b. Be well conversant with all travel requirements for destinations to which Travellers will be travelling and advise the Travellers of alternative plans that are more cost effective and more convenient where necessary.

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- c. Obtain a minimum of <u>three (3)</u> price comparisons for <u>flight and conferencing travel requests</u> where the routing or destination permits.
- d. Book the negotiated discounted fares and rates where possible.
- e. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the Traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. Book parking facilities at the airports where required for the duration of the trip.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Have the ability to facilitate group bookings (e.g. for meetings, conferences, events, etc.).
- Issue all necessary travel documents, itineraries and vouchers timeously to a Traveller prior to departure dates.
- j. Advise the Traveller of all visa and inoculation requirements well in advance.
- k. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- I. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- Mote that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n. Note that visa applications will be the responsibility of the Travel Agencies as and when requested by SASSA. The relevant information must be supplied to the Traveller during the booking stage where visas will be required.
- o. Ensure that airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by SASSA are non-commissionable. Where commissions are earned for SASSA bookings, all these commissions should be returned to SASSA on a monthly basis. SASSA has a right to communicate this condition to the relevant travel suppliers.
- p. Facilitate international and regional travel services that the Department of International Relations and Cooperation is not able to process.

#### 10.3.2.1 Air Travel

- a. Booking and amending air travel arrangements.
- b. Issuing electronic tickets (e-ticketing) as introduced and implemented by various service providers.
- c. Booking full service carriers as well as low cost carriers.
- d. Booking the lowest airfares possible for domestic travel.
- e. For international flights, the airline which provides the most cost effective and practical routings may be used.

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- f. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- g. Airline tickets must be delivered electronically to the Traveller promptly after booking before the departure times.
- h. Assisting with the booking of charters for VIPs utilising the existing transversal term contract (National Treasury) where applicable as well as the sourcing of alternative service providers for other charter requirements.
- i. Tracking and management of unused e-tickets as per agreement with the institution.
- j. The Management (MIS) Report must include the proof of savings on air travel.

## 10.3.2.2 Airport Parking

- a. Booking and amendments of airport parking arrangements as and when requested.
- b. Negotiating discounts on standard tariffs with all available airport parking providers.

#### 10.3.2.3 Vehicle Rental

- a. Booking and amendments of car hire arrangements as and when requested.
- Negotiating discounts on standard tariffs for car rental with all available car hire companies.

### 10.3.2.4 Shuttle Service (including Rail and Bus Travel)

- Booking and amendments of shuttle arrangements as and when requested.
- b. Negotiating discounts on standard tariffs with all available shuttle providers.
- For international travel; the Travel Agencies may offer alternative ground transportation to the Traveller that may include rail, buses and shuttle services.

## 10.3.2.5 Accommodation

- Booking and amendments of accommodation arrangements with hotels, guest houses, etc. as and when required.
- b. Negotiating discounts on standard tariffs with all available accommodation providers.
- c. Confirming the suitability of domestic accommodation facilities.
- d. The Travel Agencies will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- e. The Travel Agencies will obtain four 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. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house, lodge or Bed & Breakfast) in accordance with SASSA's Travel Management Policy.
- f. SASSA Travellers may only stay at accommodation establishments with which SASSA 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 Travel Agencies will source suitable accommodation bearing in mind the requirement of convenience for the Traveller and conformation with acceptable costs, or

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as stipulated in written directives issued from time to time by the National Treasury or SASSA.

## 10.3.2.6 Conferences/Workshops/Teambuilding/Other Sessions

- Booking and amendments of conference arrangements with hotels, guest houses, etc. as and when required.
- b. Negotiating discounts on standard tariffs with the relevant travel suppliers.

#### 10.3.2.7 Chauffer Service

- Booking and amendments of shuttle arrangements as and when requested.
- Negotiating discounts on standard tariffs with all available travel suppliers.

## 10.3.2.8 Delivery Service

a. All travel documentation (vouchers, etc.) must be timely delivered to the travelling official or his or her nominee via email or any other agreed upon means of delivery.

#### 10.3.3 After-Hours Service

- a. The Travel Agencies must provide an after-hours service that will ensure availability of a team equipped to deal with any aspect of the Travellers' plans that may need last minute attention or adjustment – ranging from new bookings, cancellations, amendments, etc.
   The after-hours telephone number must be accessible at all times.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with afterhours or emergency assistance.
- c. After-hours services must be provided from Monday to Friday outside the official hours (17h00 to 08h00) 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. One quotation must be submitted for any new transaction processed after-hours.

## 10.3.4 Travel Management Policy

- a. SASSA shall train the officials of the Travel Agencies on the Travel Management Policy and any amendments thereof.
- b. The Travel Agencies must be well conversant with the Travel Management Policy of SASSA and comply with all its provisions. It is the Travel Agencies' responsibility to ensure that all its newly appointed officials, processing SASSA's travel bookings, receive training on the provisions of the Travel Management Policy.
- c. The Travel Agencies will be expected to align their processes with SASSA's Travel Management Policy, processes and procedures. SASSA will not change its internal Travel Policy, processes, procedures to suit the Travel Agencies' processes and procedures.

### 10.3.5 Expected Performance Standards

a. SASSA has compiled the draft expected performance standards which must be met by the Travel Agencies. The document is attached as Annexure J.

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### b. Bidders are requested to:

- Comment on the expected performance standards and where necessary make proposals;
- Each comment and/or amendment must be explained; and
- All changes and/or amendments made must be in an easily identifiable colour, font and easily tracked for ease of reference.
- c. SASSA 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 SASSA or pose a risk to the organisation.
- d. The performance standards must be signed off by SASSA and the successful bidders within 30 days of signing the Services Agreement/Contract.

#### 10.3.6 Meetings

- a. As part of contract management, SASSA and the successful Travel Agencies will convene various meetings, e.g. Operations meetings, Finance meetings, Supplier management meetings and the Travel Roadshows. The Travel Roadshows will happen once a year per region and Head Office, etc.
- b. SASSA will not be responsible for travel costs of the successful bidders linked to the above mentioned meetings and travel roadshows.

#### 10.3.7 Surveys

a. The Travel Agencies must conduct surveys on a six monthly basis to measure client satisfaction and provide reports to SASSA.

#### 10.3.8 Other Services

a. The Travel Agencies must also assist, when required, with the arrangements of Visas, Passports, Foreign exchange, Traveller's cheques, excess baggage, flight meals and any other special assistance.

#### 10.3.9 Communication

- The Travel Agencies may be requested to conduct workshops and training sessions for Travel Coordinators and Travellers of SASSA.
- b. All enquiries must be investigated and prompt feedback be provided in accordance with the service standards.
- c. The Travel Agencies must ensure sound communication with all stakeholders.

## 10.3.10 Financial Management

<u>NB:</u> The bidders must propose clearly articulated procedures and processes for handling all financial management matters linked to SASSA's requirements.

## 10.3.10.1 Invoicing

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- a. Submit invoices (on a bi-weekly basis) as proof that the required services have been rendered and used, so that payment can be made by SASSA. Invoices and all other required documentation must be submitted to relevant SASSA offices (Head Office and Regional Offices).
- b. Submit correct invoices with correct supporting documentation (e.g. laundry slips, meal slips for accommodation invoices, etc.) to correct SASSA offices.
- c. Submit only final invoices, not partial ones (e.g. invoice with outstanding laundry slips shall not be accepted, etc.).
- d. All invoices and supporting documentation relating to travel bookings for a specific month must be submitted together.
- e. Ensure that invoices are submitted within a 3-month period from date of service.
- f. Submit proof of all travel services that have been cancelled.
- g. Submit discs/CDs for invoice copies (with supporting documentation) to the relevant SASSA offices on a monthly basis to enable reprinting where necessary.
- h. Submit interim statements, on a bi-weekly basis, to relevant SASSA offices with comments on the status of each invoice.
- Submit accurate account statements, on a monthly basis, which are a true reflection of outstanding amounts.
- j. Submit accurately reconciled Travel Lodge Card Statements bi-weekly.
- k. All invoice queries must be resolved timeously.
- After-hours invoicing must be done per call.
- m. Checklists for documents to be attached on various invoices are attached as Annexure

  F to the Bid Document.

## 10.3.10.2 Payment for Services by SASSA

- a. The Travel Agencies shall make use of the Travel Lodge Cards (10 Lodge Cards one for Head Office and 9 for Regions) arranged by SASSA to process the payment for air tickets.
- b. For all land arrangements, the Travel Agencies will be required to offer a 30-day bill-back account facility to SASSA. 'Bill back', refers to the supplier sending the bill back to the Travel Agencies, who, in turn, invoices SASSA for the services rendered. These invoices will be paid via an electronic funds transfer system within 30 days after receipt of invoices.
- c. All payments shall be done in line with the PFMA and SASSA's Finance Policies and Procedures.

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- d. The Travel Agencies must maintain good 30-day bill-back accounts with the travel suppliers, to ensure smooth processing of travel bookings which meet the service standards prescribed by SASSA.
- e. Where pre-payments are required, the Travel Agencies shall be expected to pay upfront for services and SASSA shall only pay after the submission of the applicable invoices.

### 10.3.10.3 Adherence to Negotiated Rates

The Travel Agencies must:

- a. Implement the rates negotiated by SASSA with travel suppliers or the discounted air fares, and the maximum allowable rates established by the National Treasury where applicable.
- Enable savings on total annual travel expenditure and this must be reported and proof provided during operations meetings.

## 10.3.10.4 Creation of Separate Accounts for Head Office and Regions

a. The Travel Agencies must create separate accounts for SASSA Offices (Head Office and each Region). In total it will be ten accounts because each SASSA Office has its own budget.

### 10.4 Transitional Plan

10.4.1 The Travel Agencies must provide a detailed transitional plan for implementing the new contract without service interruptions and engage with the incumbent Travel Agencies to ensure a smooth transition. The transitional plan will form part of the Services Agreement between SASSA and the newly appointed Travel Agencies before commencement date.

## 10.5 Technology, Management Information and Reporting

- 10.5.1 The Travel Agencies must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 10.5.2 The Travel Agencies must implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible to any unauthorised parties.

## 10.5.3 Cost Containment Reports

10.5.3.1 The Travel Agencies will be required to provide SASSA with a Cost Containment Report that is in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

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10.5.3.2	The http://ww	reporting vw.treasury.gov.za	templates /legislation/pfma/Tr	can easuryInstruc	be ction/Accour	found ntantGeneral,asp	on <u>x</u>
10.5.3.3	Reports	must be available	in an electronic form	mat, for exam	ple Microso	ft Excel.	P
10.5.3.4	An exan	ple of this report n	nust be attached to	the bid propo	osal.		

# 10.5.4 Management (MIS) Reports

10.5.4.1 Management reports on detailed expenses (including hotels/lodges/B&Bs, car hire companies used, etc.) for the previous month for each service and inclusive of all savings must be submitted on or before the 7<sup>th</sup> day of the following month. Each SASSA office must have its individual report (Head Office and Regional Offices). In addition, an all-inclusive report reflecting expenditure for all SASSA offices must be compiled and submitted to Head Office within the same period. An example of the management report format must be attached to the bid proposal. The proposed management report will be refined (if necessary) and agreed upon with the successful bidders. The management report must be comprised of the following elements:

## a. Operations

- Transactions per item code;
- Split of service fee per item;
- Supplier breakdown;
- Passenger spend;
- Savings achieved;
- Savings missed;
- Refunds processed per carrier;
- · Conferences per supplier;
- Cost center spend;
- Number of transactions per month;
- Bookings outside Travel Policy;
- Traveller Behaviour (requiring attention);
- Long term accommodation and car rental;
- Compliments and complaints:
- · Consultant Productivity Report;
- Upgrade of class of travel (air, accommodation and ground transportation, etc.).

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#### b. Finance

- Reconciliation of commissions/rebates or any volume driven incentives;
- Creditor's ageing report;
- Creditor's summary payments;
- No show report;
- · Cancellation report;
- Invoice Receipt Delivery Report;
- Refund Log;
- Unused airline tickets:
- Open Age Invoice Analysis.

NB: The proposed management (MIS) report will be refined (if necessary) and agreed upon with the successful bidders.

# 10.5.5 Travel Orders/Open Vouchers Handling and Reports

- 10.5.5.1 The Travel Agencies must compile and submit a list of travel orders to each SASSA Office, that have not yet been invoiced and those that have been cancelled, on a monthly basis. This report must be submitted together with the management report.
- 10.5.5.2 Open vouchers must not be allowed to remain open beyond ninety days.
- 10.5.5.3 An example of the Travel Orders/Open Vouchers Report must be attached to the bid proposal. The proposed Travel Orders/Open Vouchers report will be refined (if necessary) and agreed upon with the successful bidders.

### 10.5.6 After-Hours Report and Documentation

- 10.5.6.1 The Travel Agencies must compile after hours reports for all affected SASSA offices and they must be in line with the format that will be agreed upon. The reports must be submitted on a daily basis if an after-hours request(s) has been processed by the Travel Agencies.
- 10.5.6.2 The report must have the following information: name of the caller, Traveller details, region, date and time of the call, purpose of the call, action taken, authorizer details and cost implications.
- 10.5.6.3 An example of the After-Hours Report must be attached to the bid proposal and will be refined and agreed upon with successful bidders. Each report must be accompanied by one quotation per new request processed after-hours.

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#### 10.5.7 Disclosure of Commissions/Rebates

### 10.5.7.1 It is important to note the following:

- a. Government has negotiated non-commissionable fares and rates with the major travel suppliers.
- b. No override commissions earned through SASSA reservations will be paid to the Travel Agencies.
- c. An open book policy shall apply the Travel Agencies shall be expected to disclose any other commissions earned through SASSA's travel transaction volumes and SASSA must be reimbursed accordingly.
- d. **NB:** SASSA has a right to, on a continuous basis, check and confirm with travel suppliers if any commissions have been/are paid to the Travel Agencies.
- e. Disclosure in this regard must be done on a quarterly basis via a formal letter signed by the CEO or Managing Director of each of the Travel Agencies.

### 10.6 Account Management

- 10.6.1 An Account Management structure must be put in place to respond to the needs and requirements of SASSA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- 10.6.2 The Travel Agencies must have a Key Accounts Manager who will be responsible for the management of the SASSA's separate accounts (i.e. Head Office and Regions).
- 10.6.3 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 10.6.4 A complaint handling procedure must be in place and implemented to manage and record the compliments and complaints of the Travel Agencies and travel suppliers.
- 10.6.5 Ensure that the SASSA's Travel Management Policy is enforced.
- 10.6.6 The Key Accounts Manager must be well conversant with the Services Agreement and Service Level Agreement (SLA) and manage these documents efficiently. The Key Accounts Manager must further ensure that all Travel Agencies' staff connected to the SASSA accounts are well conversant with Services Agreement and SLA.

#### 10.7 Value Added Services

- 10.7.1 The Travel Agencies must provide the following value added services:
- 10.7.1.1 Destination information for regional and international destinations:
  - a. Health warnings;
  - b. Weather forecasts:
  - c. Places of interest:
  - d. Visa information;
  - e. Travel alerts;

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- f. Location of hotels and restaurants:
- g. Information including the cost of public transport;
- h. Rules and procedures of the airports;
- i. Business etiquette specific to the country;
- j. Airline baggage policy; and
- k. Supplier updates.
- 10.7.2 Electronic voucher retrieval via web and smart phones;
- 10.7.3 Global Travel Risk Management;
- 10.7.4 VIP services for Executives that include, but is not limited to check-in support. The VIP services must be provided to the CEO, Executive Managers and SASSA's Guests (as advised by SASSA).

### 10.8 Cost Management

- 10.8.1 The National Treasury cost containment initiative and the SASSA's Travel Management Policy is establishing a basis for a cost savings culture.
- 10.8.2 It is the obligation of the Travel Agencies' Consultants to advice on the most cost effective and feasible options at all times.
- 10.8.3 The Travel Agencies play a pivotal role to provide high quality travel services that are designed to strike a balance between effective cost management, flexibility and Traveller satisfaction.
- The Travel Agencies must have in-depth knowledge of the relevant supplier(s)' products; in order to be able to provide the best option and alternatives that are in accordance with SASSA's Travel Management 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.

# 10.9 Human Resources for Operations and Finance Management Functions

- 10.9.1 The Travel Agencies must ensure that an adequate number of highly skilled, qualified and experienced Travel Consultants are appointed to ensure effective and efficient provision of the travel services. This must be done taking into account SASSA's requirements and transaction volumes. SASSA reserves the right, after consultation with the Travel Agencies, to replace any consultant should who does not comply with SASSA's corporate culture.
- 10.9.2 The Travel Agencies must ensure that there is an adequate number of competent officials who shall efficiently and properly reconcile the SASSA's travel accounts and invoice correctly.
- 10.9.3 The human resources must play the following roles:

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- a. Team Leader;
- Consultants there must be Senior Consultants; Intermediate Consultants; Junior Consultants and a VIP Consultant;
- c. Operations Manager;
- d. Finance Manager;
- e. Key Accounts Manager;
- f. Admin Back Office Staff (Creditors/Debtors/Finance Processors).
- 10.10 Onsite/In-House Facility
- 10.10.1 SASSA shall:
- 10.10.1.1 Decide on which of the two successful Travel Agencies will be based onsite. The other Travel Agency will be expected to service SASSA from its own premises.
- 10.10.1.2 Provide suitable office accommodation that complies with Occupational Health and Safety (OHS) requirements and facilities management norms and standards, for the establishment of the in-house travel office. SASSA shall also provide cleaning services as well as water and electricity. NB: SASSA will not be able to provide car parking space for the onsite officials due to limited space in the building.
- 10.10.1.3 Provide telephone instruments and fax connection lines (NB: The telephone and fax accounts shall be settled by the Travel Agency).
- 10.10.1.4 Provide all reasonable assistance to the successful Travel Agency to establish an in-house travel office.
- 10.10.1.5 ICT provide server room space and network points.
- 10.10.1.6 Require that any alterations to the premises to suit the in-house travel office needs, be first submitted to SASSA for approval prior to being effected. Alterations effected to ensure a fully functional in-House Office shall be for the account of the Travel Agency. Any alterations, if approved by SASSA, shall at all times comply with the applicable building requirements.
- 10.10.1.7 Require that the successful onsite Travel Agency comply with all requests to vacate all or part of the office space allocated to them should a need arise for renovations/repairs/relocation/emergencies, etc. Any relocation to new SASSA Head Office building and related costs, shall be for the onsite Travel Agency's account.
- 10.10.1.8 Allow the contractors of the successful onsite Travel Agency to enter the premises for the purposes of inspecting, repairs, servicing or modifying any of the Travel Agency's equipment during SASSA's normal working hours.
- 10.10.2 The Travel Agency shall:
- 10.10.2.1 Bear the cost of furniture, equipment and all other activities to set-up and operate an Inhouse Travel Office.

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10.10.2.2 ICT requirements - Provide switch and router to connect to its own internet and its own devices at own cost. 10.11 Other Responsibilities 10.11.1 SASSA shall: 10.11.1.1 Provide the successful Travel Agencies with reasonable information relating to the travel services required as well as SASSA's internal policies and procedures regulating travel services. 10.11.1.2 Grant the successful Travel Agencies' staff access to SASSA's premises in line with the applicable security requirements. 10.11.2 The Travel Agencies shall: 10.11.2.1 Bear the cost of the travel services procured without following the Travel Management Policy by the Travel Consultants. 10.11.2.2 Maintain confidentiality with regard to all SASSA Operations and all SASSA Travellers and only release travel related information to authorized SASSA officials. 10.11.2.3 Manage the internal disputes among its staff such that SASSA is not affected by those disputes.

NB: The onus is upon the Travel Agencies to ensure that all officials dedicated to the SASSA travel accounts fully understand SASSA's Travel Management Policy, Processes and Procedures. And also the location of SASSA Head Office and Regional Offices for submission of travel invoices.

Have a contingency plan to ensure uninterrupted provision of travel services.

#### 11. REMEDIAL ACTION

10.11.2.4

11.1. Failure to perform in line with the set service standards shall result in SASSA implementing remedial actions that are deemed appropriate to ensure continuity in the provision of effective and efficient Travel Management Services.

#### 12. PRICING MODEL

- 12.1. SASSA requires bidders to propose both On-Site and Off-Site Transaction Fee Models.
- 12.2. In line with SASSA's decision making process, the On-Site Travel Agency shall be evaluated on the basis of the On-Site Transaction Fee Model and the Off-Site Travel Agency shall be evaluated on the basis of the Off-Site Transaction Fee Model.

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- 12.2.1 On-Site and Off-Site Transaction Fee Models [Refer to templates on Annexures G (Offsite) & H (Onsite)].
- 12.2.2 NB: No other formats/templates shall be accepted except Annexures G & H for capturing transaction fees.
- 12.2.2.1 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 the travel suppliers, except for conference and group fees as outlined in the attached price templates.
- 12.2.2.2 NB: The attached Transaction Fee Models must be completed in full and signed off by the bidder. Any other service charges must be listed in the same templates.

## 13. EVALUATION AND SELECTION CRITERIA

13.1. SASSA has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Administrative Compliance and Special Conditions Documents	Stage 1 Technical Evaluation Criteria	Stage 2 Price and B-BBEE Evaluation
Bidders must submit all documents as outlined in TABLE 1 below. Only bidders that comply with ALL these requirements will proceed to Stage 1.	Bidders are required to achieve a minimum of 70 points out of 100 points to proceed to Stage 2.	Bidders will be evaluated out of 100 points and Stage 2 will only apply to bidders who have met and exceeded the threshold of 70 points.

# 13.2. Administrative Compliance and Special Conditions Documents

- 13.2.1 Without limiting the significance of SASSA's other critical requirements for this Bid, bidders must submit the documents listed in Table 1 (A) below. All documents must be completed and signed by the duly authorised representative of the prospective bidders.
- 13.2.2 The bidders' responses will be evaluated based on compliance with the listed administrative compliance (B) and special conditions documents (A).
- 13.2.3 The bidders' proposal shall be disqualified for non-submission of any of the documents indicated under (A).

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# **Table 1: Special Conditions and Administrative Compliance Documents**

# A. SPECIAL CONDITIONS AND MANDATORY DOCUMENTS THAT MUST BE SUBMITTED

Bidder Compliance Form for Functional Evaluation (ANNEXURE I – Desktop Evaluation Technical Scorecard and Compliance Checklist) must be fully competed and signed off.

Technical Proposal prepared in line with the criteria listed in ANNEXURE I – Desktop Evaluation Technical Scorecard and Compliance Checklist.

#### IATA Licence / Certificate

Bidders are required to submit their current and valid International Air Transport Association (IATA) licence/ certificate (certified copy not older than 3 months) at closing date. The registration date on the certificate must be current.

# CVs of the required Human Resources

 CVs of the Operations Manager, Finance Manager, Key Accounts Manager and Team Leader with at least minimum of three contactable references. These officials must be currently working in the company of the bidder.

Fully completed experience table (Annexure A)

# Two (2) reference letters from bidders' clients

- Two dated and signed letters from the bidder's clients (signature date must not be older than 3 months) with the following information:
  - ✓ Name of the client/organisation:
  - ✓ Contract period;
  - ✓ Name and contact details Delegated Authority to manage the Travel Contract;
  - ✓ Specify services provided (air travel, accommodation, etc.);
  - ✓ Number of transactions processed per year.

### Audited Financial Statements for between the period of 2017 and 2019

# Letters from Travel Suppliers confirming a good financial standing of the Travel Agency

 Letters on good Financial Standing with four main accommodation suppliers and two main car hire suppliers which confirm that the bidder has 30 days bill back accounts with the travel suppliers. These letters must have the following information: name of the supplier, contact person, rank and contact numbers (NB: letters must not be older than 3 months).

NB: FAILURE TO COMPLY WITH THE SPECIAL CONDITIONS AND MANDATORY DOCUMENTS MENTIONED ABOVE WILL INVALIDATE YOUR BID.

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B. ADMINISTRATIVE COMPLIANCE DOCUMENTS THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	
Tax Status	
Tax Clearance Certificate Verification Pin – SBD 2	
Declaration of Interest – SBD 4	
Preference Point Claim Form – SBD 6.1	
Declaration of Bidder's Past Supply Chain Management Practices - SBD 8	
Certificate of Independent Bid Determination – SBD 9	
Registration on Central Supplier Database (CSD)	
Joint Venture Agreement (Where applicable)	
NB: FAILURE TO COMPLY WITH THE ABOVE MAY INVALIDATE YOUR BID.	

- 13.3. STAGE 1: Technical Evaluation Criteria = 100 points
- 13.3.1 All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist, Refer to Annexure I for detailed information.
- Only bidders that have met the administrative compliance and special conditions will be evaluated in Stage 1 for functionality. Functionality will be evaluated as follows:
- 13.3.2.1 Desktop Technical Evaluation (Annexure I) Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 70 points out of 100 points.
- 13.3.2.2 The score must be equal or above 70 points in order to proceed to Stage 2 for Price and BBBEE evaluation.
- 13.4. STAGE 2 : Price and BBBEE Evaluation (90+10) = 100 points
- 13.4.1 Only bidders that have met the 70 points threshold in Stage 1 will be evaluated in Stage 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:
- 13.4.1.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2017 (Act 5 of 2017), responsive bids will be

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adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- ✓ The bid price (maximum 90 points);
- ✓ B-BBEE status level of contributor (maximum 10 points).

## 13.4.1.2 Price Evaluation (90 Points)

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

### 13.4.1.3 BBBEE Evaluation (10 Points)

#### a. BBBEE Points Allocation

A maximum of 10 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 Contributor	of Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Stage Two - Price and Preference	100	
Price	90	-
BBBEE Status Level of Contribution	10	

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#### b. Joint Ventures and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate Bid.

### 13.4.1.4 Stage 2 (90 + 10 = 100 points)

The Price and BBBEE points will be consolidated.

#### 14. CONTRACT PRICE ADJUSTMENT

14.1. Normal CPI adjustment annually.

#### 15. GENERAL CONDITIONS

- 15.1 The bidders must accept the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which SASSA is prepared to enter into a contract with the successful bidders.
- 15.2 The bidders must submit the General Conditions of Contract to SASSA together with the bid proposal, duly signed by an authorised representative of the bidder.

### 16. DECLARATION REQUIRED BY SASSA FROM THE BIDDERS

- 16.1. In the bidder's technical response, bidders are required to declare the following:
- 16.1.1 Confirm that the bidders are to:
- 16.1.1.1 Act honestly, truthfully, fairly, and with due skill, care and diligence, in the interests of SASSA;
- 16.1.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 16.1.1.3 Act with circumspection and treat SASSA fairly in a situation of conflicting interests:
- 16.1.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 16.1.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SASSA;
- 16.1.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

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- 16.1.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SASSA as a client before any other consideration; and
- 16.1.1.8 Ensure that any information acquired by the bidders from SASSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

# 17. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 17.1. SASSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SASSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 17.1.1 Engages in any collusive bidding, 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;
- 17.1.2 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;
- 17.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SASSA's officers, directors, employees, advisors or other representatives;
- 17.1.4 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;
- 17.1.5 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;
- 17.1.6 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 Bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity:
- 17.1.7 Has in the past engaged in any matter referred to above; or
- 17.1.8 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 Bid Defaulters kept at National Treasury.

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## 18. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 18.1. The bidder should note that the terms of its Bid will be incorporated in the proposed contract by reference and that SASSA relies upon the bidder's Bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 18.2. It follows therefore that misrepresentations in a Bid may give rise to service termination and a claim by SASSA against the bidder notwithstanding the conclusion of the Services Agreement between SASSA and the bidder for the provision of the Service in question.

#### 19. PREPARATION COSTS

19.1. The Bidder will bear all its costs in preparing, submitting and presenting any response or bid 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 SASSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this bid.

#### 20. INDEMNITY

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

#### 21. PRECEDENCE

21.1. This document will prevail over any information provided during any inquiries on this email SassaTravelBid2020@sassa.gov.za whether written, unless such written information provided, expressly amends this document by reference.

### 22. LIMITATION OF LIABILITY

22.1. A bidder participates in this bid process entirely at its own risk and cost. SASSA 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.

#### 23. TAX COMPLIANCE

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23.1. No bid shall be awarded to a bidder who is not tax compliant. SASSA 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 SASSA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. SASSA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

#### 24. NATIONAL TREASURY

24.1. No bid shall be awarded to a bidder whose names (or any of its members, directors, partners or trustees) appear on the Register of Bid Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SASSA 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.

#### 25. GOVERNING LAW

25.1. 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.

## 26. CONFIDENTIALITY

- 26.1. 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 bid(s) will be disclosed by any bidder or other person not officially involved with SASSA's examination and evaluation of a bid.
- 26.2. 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 bid. This bid and any other documents supplied by SASSA remain proprietary to SASSA and must be promptly returned to SASSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 26.3. Throughout this bid process and thereafter, bidders must secure SASSA'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.

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26.4. No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

#### 27. SASSA'S PROPRIETARY INFORMATION

27.1. The bidder will on their bid cover letter make declaration that they did not have access to any SASSA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

### 28. CONTACT AND COMMUNICATION

- 28.1 Enquiries for Supply Chain Management (SCM) can direct Ms Zintathu Mabuza via email to ZintathuM@sassa.gov.za.
- 28.1.1 The delegated office (SCM) of SASSA may communicate with bidders where clarity is sought in the bid proposal.
- 28.1.2 Any communication to an official or a person acting in an advisory capacity for SASSA in respect of the bid between the closing date and the award of the bid by the Bidders is discouraged.
- 28.1.3 All communication between the bidders and SASSA must be done in writing.
- 28.1.4 Whilst all due care has been taken in connection with the preparation of this bid, SASSA makes no representations or warranties that the content of the bid document or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. SASSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 28.1.5 If bidders find or reasonably believe they have found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by SASSA (other than minor clerical matters), the bidders must promptly notify SASSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford SASSA an opportunity to consider what corrective action is necessary (if any).
- 28.1.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by SASSA will, if possible, be corrected and provided to all bidders without attribution to the bidders who provided the written notice.
- 28.1.7 All persons (including Bidders) obtaining or receiving the bid and any other information in connection with the Bid or the Biding 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.

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### 29. LATE BIDS

29.1. 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, be returned unopened to the bidders.

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