



National Research Foundation

INVITATION TO BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER:	NRF/RISA FIN/2/ 2016	CLOSING DATE:	20 NOVEMBER 2015	CLOSING TIME	11:00
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BID DESCRIPTION

TO APPOINT EXPERIENCED TRAVEL MANAGEMENT AGENCY TO PROVIDE COMPREHENSIVE TRAVEL MANAGEMENT SERVICES, INCLUSIVE OF ACCOMMODATION AND CONFERENCES, FOR A PERIOD OF THREE (3) YEARS AT NATIONAL RESEARCH FOUNDATION

Preferential Procurement System applicable (points for price: points for procurement preference): **90:10.**

Validity period from date of closure: **150** days

EITHER PHYSICALLY OR BY COURIER OR EMAIL (PDF FORMAT ONLY)	ENVELOPE ADDRESSING:
NRF BUILDING OPP. CSIR SOUTH GATE ENTRANCE MEIRING NAUDE ROAD BRUMMERIA PRETORIA EAST	Bid Number and Name of Bidder, Postal Address, Contact Name, Telephone Number and Email address

Bidders are required to deliver Bids to the correct address timeously. If the Bid is delivered late to the NRF address, it will not be considered.

All Bids must be submitted on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules.

This Bid is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations, the General Conditions of Contract (at the end of this document) and Special Conditions of Contract as stipulated in this invitation.

	ANY TECHNICAL PROCEDURE ENQUIRIES DIRECTED TO:	ANY BIDDING ENQUIRIES DIRECTED TO:
Contact Person:	Rentia Hamilton	Lindiwe Nkwe
Tel:	012 – 481 4019	012 – 481 4268
Email:	rentia@nrf.ac.za	Lindiwe.nkwe@nrf.ac.za

RETURNABLE DOCUMENT LIST

(Contractors are notified that without these documents, the Evaluation Committee is unfairly restricted in its evaluation and thus incomplete Returnable Documents is a MANDATORY DISQUALIFICATION)

		YES/NO
1	Signed and completed Procurement Invitation	
2	Certified copy of the International Air Transport Association (IATA) full accreditation membership certificate in the name of the bidder	
3	Certified copy of the Association of Southern African Travel Agent (ASATA) membership certificate in the name of the bidder, renewed annually and valid for at least two months after the bid closing date	
4	A minimum of three current corporate customers, indicating the number of travelers and Rand-value of monthly travel, to demonstrate experience in travel management accounts of similar size. Statistics in a report of three key clients that demonstrate for the last year that the volume of local airfares booked exceeds 3000 local flights a year.	
5	Evidence that travel agency has been in operation for three years or longer	
6	Three (3) reference letters from previous or present corporate customers/clients – a specimen of the required reference letter is contained in Annexure “A” (page 39 of 41).	
7	A detailed company profile indicating shareholding structure and directorship	
8	Confirmation of ability to provide, and one report each for sections a to e in section 5.2.9	
9	Detailed pricing schedule attached	
10	Confirmation of adequate online booking tool, together a short summary of the online booking tool(s) used by the bidder with a list of access to international air travel systems, as applicable.	
11	A detailed proposal in the SBD3 format with a breakdown of costs and capacity.	
12	SBD6.1 (Preference Claim Form) signed and supported by the supporting B-BBEE Certificate or affidavit signed by Commissioner of Oaths.	
13	Original and Valid SARS Tax Clearance certificate.	
14	Certificate of Incorporation: registration and proof of legal identity of the bidder (e.g. certificate issued by the Registrar of Companies and Close Corporations)	
15	A schedule of all other changes	

RESPONDENT CONTRACTOR DETAILS

NAME OF CONTRACTOR:

REPRESENTED BY:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE NUMBER

MOBILE
NUMBER

EMAIL ADDRESS

FAX NUMBER

COMPANY REGISTRATION
NUMBER

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:

TYPE OF COMPANY/FIRM [Tick applicable box]

Partnership/Joint Venture/Consortium

One person business/sole proprietor

Close Corporation

Public Company (Limited)

Private Company (Pty) Limited

Other

COMPANY CLASSIFICATION [Tick applicable box]

Manufacturer

Supplier

Professional Services

Other service providers e.g. transport, etc.

Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]

Yes

No

Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed)? [Tick Applicable Box]

Yes

No

If Yes, by whom was the B-BBEE certificate issued? [Tick Applicable Box]

An accounting officer as contemplated in the Close Corporation Act (CCA)

A verification agency accredited by the South African Accreditation System (SANAS)

A registered auditor

An original or certified copy of the B-BBEE Certificate or an original affidavit signed by a Commissioner of Oaths with regard to the B-BBEE status has been provided.

Yes

No

If Yes, indicate name of the organisation below and kindly enclose proof of your accreditation?

1. BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION

The National Research Foundation (NRF) is a juristic person established in terms of Section 2 of the National Research Foundation Act, Act 23 of 1998 and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

2. FULL SUPPLY DESCRIPTION

The NRF seeks to appoint experienced Travel Agent to provide comprehensive travel management services, inclusive of accommodation and conferences, for a period of three (3) years, on the basis of the most direct, lowest cost and delivery on time at the designated meeting/conference its own officials and non-officials (including students, researchers and academics who may reside locally or abroad) who travel for NRF business purposes. Services provided as the Travel Agent(s) for NRF cover, at a minimum, the following, using travel agency proprietary software, which includes:

- Air Travel (Domestic & international)
- Accommodation
- Conferences/ Workshops

3. CONTEXT IN WHICH THE REQUIRED PROCUREMENT IS NEEDED/UTILISED

The NRF and NRF projects has its operations in areas that include Pretoria, Hartebeespoort, Observatory Johannesburg, Rosebank Johannesburg, Observatory Cape Town, Pinelands Cape Town, Sutherland and Grahamstown.

Various employees of the National Research Foundation are required to travel to several different destinations, including Higher Education Institutions, other Research Agencies, Institutions and Research Facilities situated in South Africa and abroad.

Visitors, including academics and researchers from these institutions and facilities situated locally and internationally, travel to the offices of the NRF and its business units.

An indication of potential volumes is contained in Section 11, for the past year, and is estimated based on one of the largest business units in Gauteng namely Research & Innovation Support and Advancement (RISA).

4. SELECTION AND AWARDING OF CONTRACT

This Procurement is evaluated through a three-stage process:

4.1 Stage 1 – Selection of Service Providers who provided compliant bids as set out in the returnable documents list

Bidders who did not meet the returnable documents list are non-compliant and are disqualified for the next

stage

4.2 Stage 2 – Selection of Qualified Service Providers who have passed the minimum thresholds in the technical evaluation

Procurement responses/submissions are evaluated against the Procurement Invitation specifications in accordance to evaluation criteria and the scoring set published in this Procurement Invitation. Respondents are required to read specifications in conjunction with the corresponding evaluation selection criteria.

4.3 Stage 3 – Awarding of the Contract

The qualifying response(s) / submission(s) are evaluated on a fair and equal comparison basis taking into account all aspects of the proposals. The contract award criteria are:

Price - with the lowest priced bids on an equal and fair comparison basis receiving the highest price score as set out in the Preferential Procurement Policy 2011 Regulations.

Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores and the highest combined score is nominated for the contract award.

5. SPECIFICATION OF SERVICES REQUIRED

5.1. Services Required

5.1.1 Air Travel (Domestic and International)

Reservation and Ticketing

- a) For every duly approved travel request form, Travel Agent shall immediately source a minimum of three formal quotations based on the same specification of the most direct and convenient routing and the lowest acceptable fare and make the bookings, including reference to NRF-initiated signed agreement with either local or international airlines.
- b) In the event that required travel arrangements cannot be confirmed, Travel Agent shall notify the requesting party of the problem and present (3) alternative routings/quotations for consideration.
- c) Travel Agent shall promptly issue and deliver accurately (per relevant electronic media which may include email & sms), showing the accurate status of traveller's booking arrangements and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus schedules prior to or during the traveller's official trip. Tickets and billing shall be modified or issued to reflect these changes.
- d) Corporate air miles accumulated through loyalty programmes are assets of the NRF and must be used to acquire NRF official air tickets
- e) The appointed travel agent will provide travel services from 08h00 to 17h00 during working days.
- f) Travel Agent will provide 24 hours emergency / after-hours services including during weekends and official holidays where emergency travel service is required.

- g) Travel Agent must always be reachable by telephone / mobile phone at any time of the day for emergency/ after-hours services purposes and must provide both after-hours and emergency contact details.
- h) The official travel requirements for NRF travellers are accorded the highest priority, ensuring timely and effective processing.
- i) In exceptional cases, official travel for staff, participants in meetings, interviews and other non-staff, may be necessary to be organized on short notice, thereby placing a premium on efficient and rapid communication in handling all travel related matters.
- j) Travel Agent must accurately advise the NRF of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings and loss of low cost fares.
- k) Travel Agent must ensure that all NRF travellers have completed and approved travel documents for their journeys adequately before departure.
- l) Air tickets shall be issued only on approved tickets/ electronic tickets of the IATA or tickets of recognized and reputable airlines as approved by the NRF.
- m) Travel Agent(s) shall only act on duly approved travel requests for official travel submitted by the responsible staff of NRF in accordance with NRF policy.
- n) Travel Agent shall advise NRF travellers of any disruptions including strike situations, local political conditions or safety conditions which may affect travel to any particular destination, as far as possible.
- o) Travel agent will be required to use the cheapest rates available, especially low cost carriers, where applicable, including their contracts and discounted rates as negotiated by NRF from time to time, including its PURCO SA rates. Any changes to this arrangement will be officially communicated by the NRF
- p) Changes in Air Travel Arrangements: In case of changes occurring to the original travel arrangements, NRF official requisitioning the service will liaise with the travel agent and make necessary arrangements, with the provision that such changes are confirmed in writing. The following actions will be taken for the indicated cases:
 - a. **Cancellation of travel:** The air ticket is to be returned by the NRF to the travel agent for cancellation of the booking. If payment had been made or an invoice had already been submitted to the NRF, a credit note will be processed. In the event of cancellation fees being levied, the travel agent is to invoice the NRF separately.
 - b. **Changes to travel:** The NRF timeously approaches the travel agent and for the original booking to be cancelled. The following will then apply:
 - o *No changes in Tariffs:* The NRF obtains new approved tickets from the travel agent with the new travelling particulars thereon for use within the prescribed period in which the air tickets are still valid.
 - o *Changes in Tariffs and/or Additional Fees:* The NRF returns the relevant air ticket to the travel agent so that a new ticket can be issued. The NRF forwards an additional trip authority approval request to cover the increase in tariffs. The

amendment is to be confirmed in writing.

- q) The travel agent takes note that all local car rental and shuttle services are not booked by the travel agent for domestic travel, and only arranged, where applicable, for international travel.** The NRF makes direct car-hire and shuttle service bookings with local suppliers that the NRF has contracts in place with.

5.1.2 Accommodation

Hotel or other accommodation and facilities for organization of workshops

The Travel Agent is required to obtain at least three quotations (from hotel groups, private hotels, or other establishments including guest or boarding houses) for accommodation requirements/specifications as requested by the NRF and thereafter makes reservations for accommodation as approved by the NRF. This service includes initiating and confirming reservations. Negotiated discount rates on standard tariffs with all available hotel groups, private hotels or other establishments concerned, must be applied at all times.

The domestic hotel accommodation rate is capped at one thousand three hundred rand (R1 300.00) per night per person (including dinner, breakfast and parking). The accommodation rate includes Value Added Tax (VAT) but excludes tourism levy or other fees related to booking of accommodation, as amended by legislation from time to time. The travel agent must acquire accommodation at lower rates where possible within statutory limits.

5.1.3 Conferences/ Workshops

Travel Agent is required to source a minimum of three quotations, which comply with the NRF Business Units requirements/specifications, for all proposed conference bookings for consideration by the NRF prior to making bookings. All quotations, submitted on the same set of specifications, are referred to the relevant NRF approval authorities for approval. The travel agent will be informed in writing to make the conference booking in time and on behalf of the NRF. Any amendments of conference arrangements with hotel groups or other available establishments as required, will be handled by the travel agent on written instruction from the NRF.

Negotiated discount rates on standard tariffs with all available hotel groups, private hotels or other establishments concerned must be applied at all times.

The Travel Agent shall make conference bookings in line with the Business Units requirements and policies.

5.1.4 Travel management software

The service provider will be expected to provide software for online bookings that the NRF can use subject to its policies and legislation. Quote will therefore assume electronic booking capability by NRF staff. Service providers will also be expected to integrate into existing NRF workflow processes should the NRF integrate existing and new workflow processes. The extent of the use of this tool will be at the discretion of NRF

5.1.5 Exclusions

- a) Items prohibited by legislation cannot be ordered e.g. alcohol

5.1.5.1 Other services

- a) The travel agent assists NRF travellers to obtain visas. This assistance consists of providing forms and applications for visa requests, providing visa information to travellers, conducting visa assistance follow-ups, keeping appropriate records thereon, using and making arrangements for making application and issuance of visas, as necessary.
- b) The travel agent assists NRF travellers to obtain foreign currency.
- c) The travel agent provides information on health, immigration clearance, foreign exchange control regulation and other government restrictions, and assistance in obtaining travel tax exemption certifications and entry visas to the country.
- d) The travel agent carries out investigations of any complaints from travellers and follows up recovery of lost baggage.
- e) Schedule of all other changes for other services

5.2. Performance Required Specification

5.2.1 Traveller's profiles

The Travel Agent maintains computerised profiles of all frequent travellers, as designated or defined from time to time by the NRF, setting forth the traveller's preferences regarding airlines, hotels, seating and meal requirements, passport and such other information is useful to facilitate such travellers travel arrangements. The travel agent ensures that all private information held is properly safeguarded and access to this information by unauthorised parties is restricted.

5.2.2 Refunds

The NRF is fully reimbursed at all times by the Travel Agent for partly or fully unused tickets. The Travel Agent shall process for refund all returned airline tickets for official travel within seven days.

5.2.3 Service Standards

The Travel Agent must provide professional and efficient service at all times to fulfil NRF requirements.

5.2.4 Supplier Relations

The Travel Agent maintain excellent relations with all the service providers for the benefit of the NRF.

5.2.5 Stakeholders Relations

The Travel Agent maintain excellent relations with all internal and external stakeholders for the benefit of

NRF.

The Travel Agent arrange a roll-out induction workshop to NRF officials directly responsible for travel on key domain areas, including administrative assistants, executive personal assistants, secretaries and other officers. During these workshops, the procedures and processes for travel arrangements are clearly communicated so that there is a clear understanding of operations from both the NRF and the travel agent to ensure smooth transition.

5.2.6 Performance Evaluation and Review

- a) The Travel Agent meet quarterly with the NRF to discuss issues of mutual concern to review the Travel Agent performance and to discuss improvements which the Travel Agent(s) or the NRF should make in order to achieve more effective travel management and greater savings.
- b) The Travel Agent arrange meetings quarterly to discuss travel updates and other travel matters.
- c) The Travel Agent make the NRF aware immediately of major industry changes which have a broad impact on its travel policy or procedures.
- d) Reports as per section 5.2.12 to be provided to Financial Manager: RISA or the Business Unit Finance Manager as agreed.

5.2.7 Travel Agent Quality Control

The Travel Agent must establish and operate monitoring processes to allow regular and continual review of the quality of travel services provided. These processes include a self-assessment covering all the services performed under the contract and include mechanisms for monitoring, identifying and correcting deficiencies in the quality of service.

5.2.8 NRF verification of Quality Control

The NRF conducts its own quality control surveys among frequent travellers, from time to time. The NRF informs the travel management agency of shortcomings in service quality in writing.

The NRF terminates the contract at any time in the event of the Travel Agent(s) entering into liquidation, whether compulsory or voluntary or enter into receivership or bankruptcy or defaults on its payments or unacceptable levels of performance.

5.2.9 Management reports

- a) The travel agent provides NRF with management information reports consisting of sales activity, including detailed analysis of the number of trips, destinations, carriers used, savings achieved from the carriers lowest available fare, and the estimated carbon emissions for all flights procured, plus which staff are not using the most cost-effective options.
- b) The travel agent shall provide the NRF with a monthly report of all changes made to flights procured (including additional fees).

- c) The travel agent provides the NRF with a monthly report of all emergency and after hours transactions.
- d) The travel agent provides NRF with cumulative analysis of users of services including frequent travellers' monthly reports.
- e) A detailed expense per completed month for each service, inclusive of all savings, is submitted by the travel agent to the NRF before the last day of the following month. The report reflects detail for the NRF as a whole broken down per business in a format to be agreed upon by both parties.

5.2.9 Data Management and information provision

The travel agent provides:

- a) a single consolidated information source for all travel related expenses with automated reporting tools.
- b) timeous, accurate reports in the format agreed upon after signing of the contract.
- c) invoice reports to NRF finance departments every Friday showing the total invoices for each week to allow for prompt and accurate processing by the NRF
- d) monthly management reports
by the 7th of each month.

5.2.10 Responsibilities

5.2.10.1 The officials in the NRF, who are concerned with arranging travel, accommodation and venues & facilities (for meetings), must ensure that business unit requirements are understood. NRF Officials will be expected to adhere NRF Travel Policy at all times

In this regard, the NRF official provided clear information and takes actions as follows:

- a) official nature of the travel and accommodation or meeting requirements
- b) departure and arrival points/dates/times and type of travel required
- c) departure and arrival dates and type of accommodation required
- d) specific requirements including passenger class in aircraft, dietary requirements etc.
- e) facilities needed at venue e.g. catering, equipment, entertainment, accommodation and parking
- f) timeous submission of approved booking forms and purchase orders to the travel agent for each relevant transactions.
- g) timeous authorisation of invoices afterwards to confirm delivery of the services.

5.2.10.2. The travel agent is responsible for the following:

The service providers to be appointed will be expected to strictly adhere to the NRF Travel Policy.

In addition:

- a) when making bookings for travel and accommodation the following must be considered:
 - i. date, routes, airlines, passenger class, preferred seating and estimated costs for air travel which is in line with cost containment measures.
 - ii. hotel facilities, location, availability for parking facilities, distance from airports, public transport, etc. for accommodation.
- b) alternative arrangements must be suggested timeously if accommodation arrangements are impossible or if it can be proven that with deviations to original arrangements, financial savings can be realised.
- c) confirmation of bookings to the NRF official requisitioning the service and issue of travel documentation after receipt of the approved booking form from that NRF official
- d) on time delivery to the relevant official in the NRF, his or her nominee or point of delivery/collection, of the required travel documentation, for example air tickets, vouchers in respect of accommodation etc.
- e) venues and facilities for meetings: providing an all-inclusive quotation for all arrangements including (if required); Venue, Catering, Equipment, Accommodation and Parking.
- f) timeous processing/issuing of air travel tickets, as approved by NRF, to the travel lodge card.
- g) timeous processing of accommodation costs to the travel lodge card.
- h) timeous negotiation with NRF for prompt payments for conference/workshop bookings to secure bookings in advance, as these payments may not be charged to the travel lodge card unless the NRF has expressly stated in writing to the travel agent that this may be done
- i) timely submission of the required management reports.
- j) names, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, and agencies with whom liaison exists outside South Africa, must be made available upon request. The names and telephone numbers of personnel available on 24 hour basis must be made available to the NRF.
- k) ensure confidentiality in respect of all travel and accommodation arrangements concerning all travellers of the NRF.

5.2.11 Accreditation or Certification

The Travel Agent shall ensure that the contracted Service Providers, for accommodation and other travel services, are members of or accredited by one of the Regional or National Tourism Associations or Accommodation Associations, Federated Hospitality Association of South Africa, (FEDHASA), as applicable.

Proof of memberships including being a member of a Chamber of Commerce, local Tourism Office and smaller accommodation associations such as Guest House Association are acceptable.

5.2.12 Level of Performance

Service	Target	Measurement	Monitoring	Corrective Action	Frequency
Hotel or other accommodation and conference facilities	Source at least three quotations whereby: <ul style="list-style-type: none"> for domestic hotel accommodation, R1 300.00 per night per person is charged, the above amount include dinner, breakfast, parking and VAT but exclude transaction fees, commission, tourism levy and other fees related to booking. 	Customer feedback Complaints Log Customer Survey	Quotations received to be monitored per transaction daily	If the target is not met, the quotation (s) will not be accepted and will be returned or approval by the delegated official must be sought.	Daily
Electronic quotation requests and approved orders (emails, fax, workflow or similar)	98% of requests to be processed and responded to <i>within a maximum (before escalation) of</i> : <ul style="list-style-type: none"> 4 working hours for Domestic Reservations; 12 working hours for all Point to Point International Reservations 24 working hours for complex multi sector International reservations. 	Customer feedback on delayed responses Complaints Log Customer Survey	Orders received to be monitored daily	If service levels are below target levels for 10 consecutive days, staff evaluated and overflow implemented.	Monthly and Quarterly
Agent Errors	Less than 1% of total transactions	Customer feedback on agent errors Complaints Log Customer Survey	Review of Monthly Reports	Additional training to ensure accuracy and service to travelers	Monthly and Quarterly

Customer Service (Complaint Management)	24 hours responses with target communication resolution within 5 business days.	Service Measurement Reporting	Reports to be monitored weekly and reported quarterly	If service level response time exceeds one week and communication resolution exceeds 10 business days, staff evaluated and resources to be added	Quarterly
Refund processing of all unused tickets and coupons	98% submitted refunds	Refunds log Open ticket report	Reports to be monitored monthly and reported quarterly		Quarterly
Traveler Satisfaction	4 or better on a scale of 1 – 5	Annual Travel Survey, randomised customer feedback (gathered by telephone or email)	The service provider and NRF to review annual survey and agree on questions and actions required	If the Survey results are below the 4 target, a corrective action plan will be implemented by both parties to improve areas of concern within 14 business days of receiving results	Quarterly
Invoices and Payments	Submit a tax invoice every week on Friday to NRF accompanied by all documents required. By the 15th of every month, the service provider must provide the NRF with an electronic statement detailing all services invoiced the previous month. Please note that delayed payment will take place if invoices not sent by the 15th.	Send invoices/statements on time	Finance meetings to be held on a monthly basis to monitor service		Weekly invoices / statement monthly
MIS Due Date	All MIS reports (post trip) including the defined client data file have to be delivered for the previous month by the 10th day of the following month. Business Strategic Review will be conducted twice a year	On-Time	MIS reports		MIS = Monthly Business Review = bi-annual

6. DUE DILIGENCE OF SUPPLY CAPACITY AND CAPABILITY

6.1 Bidders' profile

The contracted service providers are required to provide a profile of themselves for evaluation of their capability and capacity to supply the required services, and to indicate their track record in the travel management service industry and must prove that they have the capacity to undertake travel management services of this nature and size. Travel Agent must include company structure and directorships. The NRF will perform appropriate due diligence on key clients of similar scope to ensure that this will occur.

6.2 Evidence of Supply Capacity and Capability

Bidders must provide evidence to support their organizational and technical capacity, experience and professionalism to provide the service requirements outlined in this bid invitation. Bidders must provide a list of three current corporate customers indicating the number of travelers and Rand-value of monthly travel to demonstrate their experience in handling travel management accounts of similar size. The service provider consents to NRF contacting such suppliers for due diligence purposes. The NRF requires a satisfactory rating from each of these suppliers based on its due diligence equivalent to 6.3 below.

6.3 Contactable References (Track Record)

In addition to the above, the bidder is required to provide three (3) letters of reference from existing corporate customers/ clients (in addition to the three in section 6.2) in which the customer/ client rates the professionalism of Agent, customer centricity and interpersonal skills, turnaround/completion times of travel arrangements, satisfaction with work done and overall impression. Annexure "A" contains a specimen of the reference letter required. These letters must be provided in original format, signed on the company letterhead by the company providing the reference. The service provider consents to the NRF contacting any of these clients for further clarification, if necessary.

6.4 Bidder's Service Delivery Potential

The travel agent is required to have:

- a) Competent, experienced and professionally trained travel experts and staff sufficient number of experienced to handle the NRF requirements, as evidenced by their track record in their Curriculum Vitae.
- b) On-line booking tools and the ability to guarantee the delivery of products and services in accordance with the performance standards required by this bid invitation. A short summary describing the On-line booking tool is provided.

7. QUALIFYING THRESHOLDS FOR SELECTION EVALUATION

Only procurement responses/submissions that are **100%** acceptable in terms of the Returnable Document List are evaluated. Bids scoring less than the threshold score of **65%** in total for Specifications and Capability and Capacity Evaluation Criteria are marked as failed and are not considered for the next stage of evaluation.

7.1 Stage 1 – Compliance to criteria as set out in the returnable documents list

SELECTION CRITERIA		
NO.	ELEMENT	SCORE
1	All returnable documents as stated on page 2 of this bid invitation have been provided and included in the bid submission.	GO/NO GO
Minimum ranking on all customer references in Annexure A as “Meets Requirements” for “Emergencies and after hours support” and “Satisfaction during critical high volume periods”.		
Bidders must score “GO” on all of the above to be considered for the next stage of evaluation.		

7.2 Stage 2 – Selection on Specifications and Capability and Capacity Evaluation Criteria

Each evaluation criteria will be scored as per the scoring range below and bidders must score an overall minimum of 65% or more in order to proceed to the next stage of evaluation. The following scoring system is utilised for this evaluation, setting the points to be awarded and what this represents for each criteria in the matrix or to the entire matrix:

Total Evaluation Score = [Score x weighting x No. of Evaluators]/ [Maximum Score x 100 x No. of Evaluators]

	Elements to be evaluated	SCORE				WEIGHT
		1	2	3	4	
1	Evaluate bidder's experience as travel management company based on profile and current customer listing	4 years	5 years	6 years	More than 6 years	30
2	Evaluate bidder's capability & capacity as travel management company based on 3 references provided	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements & adds value	50
3	Evaluation of proposal to services required including the online booking tool	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements and adds value	20
TOTAL						100
Bidders must score an overall minimum of 70 or more in order to proceed to the next stage of evaluation.						

8. CONTRACT MANAGEMENT

The award of this procurement is only completed once the contract or the contract form (SBD7) has been signed by the NRF and the appointed supply provider.

The contract is inclusive of services and contract conditions as specified in this document. The NRF will advise the travel management company in writing of the names of the NRF designated authorities once the contract

is concluded.

All services required in this procurement contract are rendered through the following sub-processes:

- Pre-numbered requests for travel services is submitted to the service provider by the NRF designated travel organiser indicating up-to-date information of the travel routes, accommodation, conference/workshop or other service required and requesting cost and available options be provided to the NRF designated travel organizer.
- The contracted travel management company provides at least three quotations for each of the air travel, accommodation, conference/workshop or other service required for consideration by the NRF.
- An official Service Instruction Purchase Order for the approved service/(s) is generated by the NRF prior to the issue of the air tickets, accommodation vouchers, conference booking confirmation or other confirmation required to enable to travel arrangement .
- The Purchase Order above specifies an exact description including price and the quantity, date and location of service to be rendered.
- For air tickets, on receipt of the purchase order the contracted travel management company is authorized to issue the air ticket charged against the NRF travel lodge card.
- For accommodation bookings, on receipt of the purchase order the contracted travel management company confirms the booking, and on receipt of the invoice from the service provider, duly signed by the NRF traveler and processes the invoice payment against the travel lodge card, as specified.
- For conference and workshop bookings, on receipt of the purchase order the contracted travel agent confirms the booking and receives the invoice from the service provider, and sends invoice to the relevant NRF official for payment into the account of the travel agent as specified on the purchase order. Conference and workshop invoices are not charged to the travel lodge card.
- The NRF (especially RISA) provides a schedule of its various units to the travel agent for reporting purposes on signing of the contract
- The contracted travel management company provides a monthly schedule of all air tickets, accommodation, conferences and workshops charged against the travel lodge card, reflecting each respective purchase order number, the actual costs and the reservation fees, service fees or mark-up fees payable to the travel management company. A separate monthly schedule is supplied to the NRF for each different NRF business unit.
- The designated NRF authority for each business unit checks the schedule against the purchase orders to confirm the fees payable to the travel management company for their relevant business unit and returns the approved fees schedule to the travel management company within ten days of the receipt of the schedule.
- The contracted travel management company generates a separate invoice for the fees for each NRF business unit, which is submitted directly to each business unit for payment to the travel agent. The travel lodge card is not used for payment of travel agent fees. Post implementation, the use therefore can possibly be negotiated in part or whole dependent upon NRF risk management criteria.

9. CONTRACT PERIOD & EFFECT

Existing NRF contracts will run their course prior to this contract being applicable, for example SKA up to the end of March 2016. .

The contract commences with immediate effect upon the formal acceptance of this bid by the NRF delegated authority.

10. PAYMENT

The contract travel management company can only process approved transactions, excluding their own fees invoices, against the travel lodge card as follows:

- a) on the date that the air ticket is issued, as per the NRF purchase order received; and
- b) on the date that the accommodation or other service provider presents an invoice, signed as correct by the NRF traveler, as per the NRF purchase order received;

No other charges may be processed against the travel lodge card without the written approval of the designated NRF authority. In the event of unauthorized charges being processed against the NRF travel lodge card, the contract may be terminated as per paragraph 17.33.

Travel Agent provide a separate invoice, per NRF business unit, for fees earned which is paid by the NRF into the bank account of the travel agent, within 30 days of the invoice date of receipt of the invoice.

11. PRICING SCHEDULE – FIRM PRICES (PURCHASES): STANDARD BIDDING DOCUMENT 3.1.

BID DESCRIPTION: TO APPOINT EXPERIENCED TRAVEL MANAGEMENT AGENCIES TO PROVIDE COMPREHENSIVE TRAVEL MANAGEMENT SERVICES, INCLUSIVE OF ACCOMMODATION AND CONFERENCES, FOR A PERIOD OF THREE (3) YEARS AT NATIONAL RESEARCH FOUNDATION

NOTE: ESTIMATED NUMBERS OF TRANSACTIONS ARE INDICATIVE AND BEEN PROVIDED TO ALLOW BID COST DETERMINATION AND COMPETITIVE COMPARISON

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

Description of item	Estimated number of transactions per year	YEAR 1		YEAR 2		YEAR 3	
		Cost per transaction	TOTAL cost for the year (A x B)	Cost per transaction	TOTAL cost for the year (A x D)	Cost per transaction	TOTAL cost for the year (A x F)
	A	B	C	D	E	F	G
1. Reservation fee - Domestic Flight	2562						
2. Reservation fee - International Flight	166						
3. Reservation fee - Connecting Flight	74						
4. Reservation fee – Local Accommodation	1356						
5. Reservation fee – International Accommodation	134						
6. Reservation fee – International bus/rail/ferries	10						
7. Reservation fee – International car hire	10						
8. Reservation fee – International shuttles	10						
9. Service fee – After hours and emergency service	10						
10. Service fee – changes to travel (incl. reissue and penalties)	30						

11. Service fee – cancellation of travel (incl. refunds and penalties)	10																					
12. Service fee – Visa and foreign exchange arrangements	10																					
Description of item	Estimated number of transactions per year	YEAR 1		YEAR 2		YEAR 3																
		Cost per transaction	TOTAL cost for the year (A x B)	Cost per transaction	TOTAL cost for the year (A x D)	Cost per transaction	TOTAL cost for the year (A x F)															
		A	B	C	D	E	F	G														
13. Service fee – Local Group bus/coach transport	5																					
14. Service fee – Local Bus tickets	10																					
15. Service fee – Airport parking	20																					
TOTAL COST PER YEAR																						
16. Conference and workshop bookings - % mark-up on the invoice value of service provider		Percentage		Percentage		Percentage																
Conferences under R200 000	5x < R 200 000																					
Conferences under R1-000 000	5x < R1 000 000																					
Conferences R 1000 000-R 5 000 000	5x R1 000 000 - R5 000 000																					
Total Bid Price for a period of three years {Add TOTAL COST PER YEAR (C + E + G)}																						
Conditions applicable to the bidder's pricing:																						
<ul style="list-style-type: none"> Where conferences or workshops are required, a percentage mark-up of the invoice value of the service provider is charged to cover the costs of procuring such services. Indicate the mark-up that will be charged (16.). This mark-up is only paid on the actual invoice values from the service provider. The bid price includes all applicable taxes (including value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) and all delivery costs. 																						
<table border="1"> <tr> <td>B-BBEE STATUS</td> <td>LEVEL</td> <td>OF</td> <td>Level</td> <td>Preference Points Claimed</td> </tr> <tr> <td>CONTRIBUTION</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>(Per SBD 6.1 below)</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>								B-BBEE STATUS	LEVEL	OF	Level	Preference Points Claimed	CONTRIBUTION					(Per SBD 6.1 below)				
B-BBEE STATUS	LEVEL	OF	Level	Preference Points Claimed																		
CONTRIBUTION																						
(Per SBD 6.1 below)																						

12. CONTRACT PRICE

The bidder is required to accommodate all the factors which may influence price fluctuation when determining the contract price. No price adjustments will be allowed to the travel agency fees earned by the travel agent after award and during the contract period

13. PAYMENT

The NRF undertakes to pay performance verified travel agency service fee invoices in full within thirty (30) days from receipt of the contractor's invoice. No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service provider is paid. The NRF does not accept pre-dated invoices.

14. PREFERENCE POINTS CLAIMED (SBD 6.1)

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Contractor for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor per B-BBEE Certificate	1	2	3	4	5	6	7	8	Non complaint
Number of points per system	10	9	8	5	4	3	2	1	0

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:

B-BBEE Status Level of Contribution	=	Number of points claimed
	=	

(Points claimed substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in Paragraph 1 of this form.
- iii. In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) Disqualify the Contractor from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Contractor's conduct;
 - c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) Restrict the Contractor or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution

15. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

The bidder may not sub-contract any portion of this contract.

16. CONDITIONS OF CONTRACT

16.1 NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

16.1.1 General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are detailed below.

16.2 CLAUSES IN THIS BID INVITATION (CONDITIONS OF CONTRACT)

16.2.1 All clauses stipulated in this Procurement invitation form part of the Conditions of Contract applying to this document.

16.3 RESPONSE PREPARATION COSTS

16.3.1 The NRF is NOT liable for any costs incurred by a contractor in the process of responding to this Procurement Invitation, including on-site presentations and the proposal a service provider may make and/or submit.

16.4 CANCELLATION PRIOR TO AWARDING

16.4.1 The NRF has the right to withdraw and cancel the Procurement Invitation.

16.5 LATE BIDS RECEIVED

16.5.1 Bids submitted after the stipulated closing date (and time) are not considered.

16.6 COLLUSION, FRAUD AND CORRUPTION

16.6.1 Any effort by Contractor/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the contractor concerned.

16.7 CONFIDENTIALITY

16.7.1 The successful Contractor agrees to sign a general confidentiality agreement with the NRF.

16.8 VALIDATION OF SUBMITTED DOCUMENTATION

16.8.1 The NRF has the right to have any documentation submitted by the Contractors inspected by another technical body or organisation.

16.9 PRESENTATIONS AND PROOF OF FUNCTIONALITY

16.9.1 The NRF has the right to call interviews/presentations/pitching sessions as well as proof of functionality sessions with short-listed service providers before the final selection.

16.10 INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

16.10.1 All information contained in this document is solely for the purposes of assisting Contractors to prepare their Bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

16.10.2 THE NRF RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDER

16.12 INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

16.12.1 The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Contractor, both successful and unsuccessful, remain the property of the NRF

16.13 DEFINITIONS

The following terms shall be interpreted as indicated:

16.13.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

16.13.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

16.13.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

16.13.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

16.13.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

16.13.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

16.13.7 "Day" means calendar day.

16.13.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

16.13.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

16.13.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

16.13.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

16.13.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

16.14 Application

- 16.14.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 16.14.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 16.14.3 Where such special conditions of contract are in conflict with these general conditions, the

special conditions shall apply.

16.15 General

16.15.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

16.15.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

16.16 Standards

16.16.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

16.17 Use of contract documents and information; inspection

16.17.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

16.17.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 16.1 except for purposes of performing the contract.

16.17.3 Any document, other than the contract itself mentioned in GCC clause 16.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

16.17.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

16.18 Patent rights

16.18.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

16.19 Performance security

16.19.1 Within thirty (30) days of receipt of the notification of contract award, the successful contractor shall furnish to the purchaser the performance security of the amount specified in the special condition of contract. Special Condition of Contract: No performance security.

16.19.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

16.19.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

16.19.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the special condition of contract. Special Condition of Contract: No performance security.

16.20 Inspections, tests and analyses

16.20.1 All pre-bidding testing will be for the account of the contractor.

16.20.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the contractor or contractor shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on its behalf.

16.20.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

16.20.4 If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

16.20.5 Where the supplies or services do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

16.21 Packing

16.21.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

16.22 Insurance

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

16.23 Transportation

16.23.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the THIS PROCUREMENT INVITATION.

16.24 Incidental services

16.24.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in THIS PROCUREMENT INVITATION:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

16.24.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

16.25 Spare parts

16.25.1 The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

16.26 Warranty

16.26.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

16.26.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

16.26.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

16.26.4 Upon receipt of such notice, the supplier shall, within the period specified in THIS PROCUREMENT INVITATION and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

16.26.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in THIS PROCUREMENT INVITATION, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16.27 Payment

16.27.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.

16.27.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.27.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.27.4 Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

16.28 Prices

16.28.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in THIS PROCUREMENT INVITATION or in the purchaser's request for a bid validity extension, as the case may be.

16.29 Contract amendments

16.29.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

16.30 Assignment

16.30.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

16.31 Subcontracts

16.31.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

16.32 Delays in the supplier's performance

16.32.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

16.32.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

16.32.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

16.32.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

16.32.5 Except as provided under GCC, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause

32, unless an extension of time is agreed upon pursuant to GCC Clause 31.2 without the application of penalties.

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

16.33 Penalties

16.33.1 Subject to GCC Clause 35, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 33.

16.34 Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 31.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

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

16.35 Anti-dumping and countervailing duties and rights

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

16.36 Force Majeure

16.36.1 Notwithstanding the provisions of GCC Clauses 32 and 33, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

16.36.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

16.37 Termination for insolvency

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

16.38 Settlement of disputes

16.38.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

16.38.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

16.38.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

16.38.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.

16.38.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

16.39 Limitation of liability

16.39.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss

of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

16.40 Governing language

16.40.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

16.41 Applicable law

16.41.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in THIS PROCUREMENT INVITATION.

16.42 Notices

16.42.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

16.42.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

16.43 Taxes and duties

16.43.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

16.43.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

16.43.3 No contract shall be concluded with any contractor whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the contractor. This certificate must be an original issued by the South African Revenue Services.

16.44 National Industrial Participation (NIP) Program

16.44.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

16.45 Prohibition of restrictive practices

16.45.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a contractor (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

16.45.2 If a contractor(s) or contractor(s), based on reasonable grounds or evidence obtained by the

purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

17 DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Contractor or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Contractor is employed by the State; and/or
- The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

- Full Name of Contractor or his/her representative
- Identity Number:
- Position occupied in the Company (director, trustee, shareholder², member):
- Registration number of company, enterprise, close corporation, partnership agreement or trust:
- Tax Reference Number:
- VAT Registration Number:
- The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

<ul style="list-style-type: none"> • Schedule attached with the above details for all directors/members/shareholders 	Yes	No
<ul style="list-style-type: none"> • Are you or any person connected with the Contractor presently employed by the state? If so, furnish the following particulars in an attached schedule: 	Yes	No
Name of person/ director/ trustee/ shareholder/member:		
Name of state institution at which you or the person connected to the Contractor is employed		
Position occupied in the state institution		
Any other particulars:		
<ul style="list-style-type: none"> • If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.) 	Yes	No
<ul style="list-style-type: none"> • Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> • Do you, or any person connected with the Contractor, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule. 	Yes	No
<ul style="list-style-type: none"> • Are you, or any person connected with the Contractor, aware of any relationship (family, friend, other) between any other Contractor and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> • Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not 	Yes	No

they are bidding for this contract? If so, furnish particulars as an attached schedule:		
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18 DECLARATION OF CONTRACTOR'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> Is the Contractor or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Is the Contractor or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was the Contractor or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was any contract between the Contractor and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: 	Yes	No
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		

19 CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

<p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NATIONAL RESEARCH FOUNDATION, do hereby make the following statements that I certify to be true and complete in every respect:</p>		
<ul style="list-style-type: none"> I have read and I understand the contents of this Certificate; 	Yes	No
<ul style="list-style-type: none"> I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; 	Yes	No
<ul style="list-style-type: none"> I am authorised by the Contractor to sign this Certificate, and to submit the Bid, on behalf of the Contractor; 	Yes	No
<ul style="list-style-type: none"> Each person whose signature appears on the Bid has been authorised by the Contractor to determine the terms of, and to sign, the Bid on behalf of the Contractor; 	Yes	No
<p>For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor"</p>		

shall include any individual or organisation, other than the Contractor, whether or not affiliated with the Contractor, who:

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Contractor and/or is in the same line of business as the Contractor

The Contractor has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Contractor, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

20 BID SUBMISSION CERTIFICATE FORM - (SBD 1)

I hereby undertake to supply all or any of the goods, works and services described in this procurement invitation to the **NATIONAL RESEARCH FOUNDATION** in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the **NATIONAL RESEARCH FOUNDATION** during the validity period indicated and calculated from the closing time of Procurement Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

Invitation to Bid (SBD1)	Technical Specification(s) set out in this Procurement Invitation inclusive of any annexures attached
Contractor's responses to technical specifications, capability requirements and capacity as attached to this document	
Pricing Schedule(s) (SBD3) including detailed schedules attached	Tax Clearance Certificate
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBBEE certificate	
Declaration of Interest (SBD4);	Declaration of Contractor's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)	General Conditions of Contract

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Procurement Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Procurement Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Procurement Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Contractor or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES

1 _____

2 _____

Date _____



Reference: SCM – NRF/RISA FIN/2/2016

The National Research Foundation seeks to appoint service providers to provide travel management services for staff and other persons travelling on official business. We appreciate your assistance and effort in completing the reference below, based on your experience with:

Name of service provider: _____.

Criteria	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements & Adds value
Professionalism of travel Agent				
Customer centricity & Interpersonal skills				
Turn around/completion times of travel arrangements				
Satisfaction with the work done.				
Emergency services and after hours support				
Satisfaction during critical high volume periods				
Overall Impression (i.e. would use again)				
No. of times service used in past year		Would you use the service provider again?	YES	NO

Overall Impression: <i>Range: 1 = not recommended to 8 = highly recommended</i>	1	2	3	4	5	6	7	8
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Completed by: _____

Company Name: _____

Contact Telephone Number : _____