



**mictseta** MEDIA, INFORMATION AND COMMUNICATION TECHNOLOGIES  
SECTOR EDUCATION TRAINING AUTHORITY

Accelerating quality skills towards an information savvy society

**REQUEST FOR BIDS**

**PROVISION FOR TRAVEL AND ACCOMMODATION MANAGEMENT SERVICES**

**MICT/02/2014**

**CLOSING DATE: 24 JUNE 2014**

**TIME: 11:00 am**

**BID DOCUMENT INDEX PAGE**

**Bidders are to ensure that they have received all pages of this document, which consist of the following sub-documents:**

<b>Content</b>	<b>Page</b>
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1. Part 1-REQUEST FOR BIDS

You are hereby invited to bid for requirements of MICT SETA

Description: **Provision for Travel and Accommodation Management Services**

Bid Number: MICT/02/2014 Closing Date: 24 June 2014

Closing time: 11:00am

Validity: Offer to be valid for 90 days from the closing date of the bid

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The successful bidder will be required enter into a written Service Level Agreement with MICT Seta

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BID DOCUMENTS MAY BE: Deposited in the tender box situated  
Head Office Midrand: Block 2,  
Level 3 West Gallager Convention Centre,  
Gallager Estate, 19 Richards Drive, Halfway House,  
MIDRAND, 1685  
Reception area

**No faxed or emailed bids will be accepted**

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Bidders should ensure that bids are delivered timeously before the closing date and time to the correct address. If the bid is late, it will not be accepted for consideration.

- Bids can be delivered between 08:00 and 16h30, Mondays to Fridays prior to the closing date and between 08:00 and 11:00 on the closing date.
- All bids must be submitted on the official forms (not to be re-typed).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Bids submitted that do not comply with the following may not be considered for evaluation:
  - A bid that is not in the format prescribed (One Original and two copies of Technical and One Original copy of Financial Proposal)
  - A bid without some or all of the required documents
  - Pricing schedules not in the required format
  - Bids without the required number of copies
- Any queries regarding bidding procedures and technical information may be directed to:

Name: Cedric Kekana

Tel: 011 207 2637

Fax: 011 805 6633

Email: cedric.kekana@mict.org.za

Larna Harris

011 207 2646

OR

[larna.harris@mict.org.za](mailto:larna.harris@mict.org.za)

**All bidders must furnish the following particulars and include it in their submission:**

- A bid that is not in the format prescribed (One Original and two copies of Technical and One Original copy of Financial Proposal)
  - An Original Tax Clearance Certificate, valid at the date of submission of the bid, or exemption to pay taxes as issued by the South African Revenue Services.
-

**BID NO: MICT02/2014**

- Proof of registration of an entity, CK1 and/or CK 2 and/or CM23;
- Identity documents of the shareholders or members;
- Company profile
- In the event the company is bidding as a Joint Venture, all members of the JV must submit all required documentation.
- Entities should attach certificates issued by regulatory body such as CIDB, SABS, COID, where applicable
- Member of AIATA/ASATA and copy of membership
- Deposit slip as proof of purchase of the bid document
- Valid B-BBEE Status Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA)

**(Failure to do so will result in your bid being disqualified)**

Name of bidder:.....

Entity name: .....

Vat registration number: .....

Tax Clearance submitted: YES / NO

Postal address: .....

Street address: .....

Telephone number: Code..... Number: .....

Cellular number: .....

Facsimile Number: Code..... Number: .....

E-Mail: .....

**Contact details of responsible person who will act on behalf of the entity /consortium / joint venture for this**

Name and Surname: .....

Telephone number: Code..... Number: .....

Cellular number: .....

Facsimile Number: Code..... Number: .....

E-Mail: .....

Has an original and valid Tax Clearance Certificate been submitted (SBD 2) YES or NO

Has a B-BBEE status level verification certificate been submitted (SBD 6.1) YES or NO

If yes, who was the certificate issued by?

**BID NO: MICT02/2014**

An Accounting Officer as contemplated in the Close Corporation act (CCA).....  a verification agency accredited by the South African Accreditation System (SANAS) or.....  a registered auditor .....  [tick applicable box]

**(a B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE)**

*Are you the accredited representative in South Africa for the goods / services / works offered? Yes or no. If yes enclose proof*

Signature of bidder :  
.....

Date : .....

Capacity under which this bid is signed.....

Total bid price.....

**Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available**

Name and Surname: .....

Telephone number: Code..... Number: .....

Cellular number: .....

Facsimile Number: Code..... Number: .....

E-Mail: .....

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**Confirmation**

Are you the accredited representative in South Africa for the services offered by you? YES/NO

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PRICING SCHEDULE**

NAME OF BIDDER: .....	BID NO.: ...MICT/02/2014...
CLOSING TIME 11:00	CLOSING DATE: 24 June 2014

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

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ITEM  
 DESCRIPTION BID PRICE IN RSA CURRENCY  
 (INCLUSIVE OF VALUE ADDED TAX)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. SERVICE FEES:

	TRAVEL SERVICE FEES	SERVICE FEE INCL. VAT
<b>1</b>	<b>Air Ticket</b>	
1.1	Domestic	
1.2	International	
<b>2</b>	<b>Accommodation</b>	
2.1	Domestic	
2.2	International	
<b>3</b>	<b>Support Services</b>	
3.1	Visas	
3.2	Changes on issued Air Tickets	
3.3	Air Ticket refund	
3.4	Insurance	
3.5	Executive Carport/Parking	
3.6	Transfers and Shuttle	
3.7	Forex	
3.8	Rail Ticket and Bus Ticket	
3.9	Management Reporting	

3.10	Tours	
3.11	Conference/Event and Workshops	
3.12	Charter Rights	
3.13	Other services other than travel	
3.14	Car rental services booking	
<b>4</b>	<b>Emergency Call Centre</b>	
4.1	General queries/Change to existing booking	
4.2	After Hours	
	<b>TOTAL BID PRICE</b>	

6. Period required for commencement with project after acceptance of bid : ONE MONTH...
7. Estimated days for completion of the project : .....N/A.....
8. Are the rates quoted firm for the full period of contract? \*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

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Any enquiries regarding bidding procedures may be directed to the –

**SUPPLY CHAIN MANAGEMENT**  
cedric.kekana@mict.org.za  
Tel: 011 207 2637



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 REQUEST FOR BIDS (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

**YES/NO**

2.10.1 If so, furnish particulars.

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

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Employee Number / Personnel Number</b>

**4. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
.....  
Signature

Date

.....  
.....  
Position

Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2011**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

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**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	...90..
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	...10.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## **2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20                      or                      90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



**BID NO: MICT02/2014**

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution ..... = .....  
(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be 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).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO  
(delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....  
:

9.2 VAT registration number :.....

9.3 Company registration number  
.....  
:

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?  
.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, 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 person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder 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 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution
  - (f) MICT SETA reserves the right to award business to more than 1(one) bidder.

**WITNESSES:**

1. ....  
.....

BIDDER(S)

SIGNATURE(S)	OF
--------------	----

2. ....

DATE:.....

ADDRESS:.....

.....

.....

**DECLARATION OF BIDDER'S PAST  
SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

**2. Part 2- Condition of Bid**

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>1. GUIDELINE ON COMPLETION</b>					
1.1	Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking NO box. If the contents of the paragraph only need to be noted. Please mark the NOTED box. The bidders must clearly state if a deviation from these requirements are offered and the reason thereof. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, the MICT SETA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid document				
1.2	Proper bids for the services specified must be submitted.				
<b>2. GENERAL CONDITION OF CONTRACT</b>					
2.1	The General Conditions of Contract must be accepted. (Refer to page 53)				
<b>3. ADDITIONAL INFORMATION REQUIREMENTS</b>					
3.1	During evaluation of bids, additional information may be requested in writing from bidders. Replies to such must be submitted, within the time-frame as requested by MICT SETA. Failure to comply, may lead to your bid being disregarded.				
<b>4. VENDOR INFORMATION</b>					
4.1	All bidders will be required to complete a vendor information form detailing the organization's complete profile.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>5. CONFIDENTIALITY</b>					
5.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentiality agreement preventing the authorized disclosure of any information regarding MICT SETA or of its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the MICT SETA.				
<b>6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
6.1	Copyright of all documentation relating to this assignment belongs to MICT SETA. The successful bidder may not disclose any information, documentation or products to other client without the written approval of MICT SETA.				
6.2	In the event that the Company would like to use any information or data generated in terms of the services, the prior written permission must be obtained from MICT SETA.				
6.3	MICT SETA shall own all material produced by the company during the course of, or as part of the services.				
6.4	This clause 7 shall survive termination of this agreement.				
<b>7. PAYMENTS</b>					
7.1	MICT SETA will pay the Company the fee as set out in the final contract. No additional amounts will be payable by MICT SETA to the contractor.				
7.2	The contractor shall from time to time during the duration of the contract, invoice MICT SETA for the services rendered. No payment will be made to the contractor unless an invoice has been submitted to MICT SETA.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
7.3	Payment shall be made into the successful service provider's bank account within 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded)				
7.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable laws.				
<b>8. NON COMPLIANCE WITH DELIVERY ITEMS</b>					
8.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the goods/services within the delivery period/or against the quoted price and/or as specified, the MICT SETA must be given immediate written notice to this effect. The MICT SETA reserves the right to implement remedies as provided for in the GCC				
<b>9. WARRANTS</b>					
9.1	The Company warrants that:  It is able to conclude the Agreement to the satisfaction of MICT SETA				
9.2	Although the contractor will be entitled to provide services to persons other than MICT SETA, the contractor shall not without the prior written consent of MICT SETA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the services.				
<b>10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
10.1	The waiver (whether expresser implied) by any party of any breach of the terms or conditions of this agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				

10.2	No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this Agreement shall operate as a waiver of such power or right under this agreement				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
<b>11. RETENTION</b>					
11.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, etc., without the right of retention, to the MICT SETA				
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.				
<b>12. SUBMITTING BIDS</b>					
12.1	An original plus two copies of the technical proposal plus one copy of financial proposal bid, i.e, four documents in total in two separate sealed envelopes clearly marked TECHNICAL AND FINANCIAL PROPOSAL should be handed in/delivered to:				
12.2	Supply Chain Manager: Media, Information and Communication Technologies Sector Education Training Authority (MICT SETA) Head Office Midrand: Block 2, Level 3 West Gallager Convention Centre, Gallager Estate, 19 Richards Drive, Halfway House, MIDRAND, 1685				
<b>NB:</b> Bids are to indicate on the cover of each bid document either it is the original or a copy.					
12.3	Bids should be in a sealed envelope, marked with: <ul style="list-style-type: none"> <li>• Bid number (<b>MICT/02/2014</b>)</li> <li>• Closing Date and time (24/06/2014 at 11:00)</li> <li>• The name and address of the tenderer.</li> </ul>				

13. LATE BIDS				
13.1	Late submissions will not be accepted. A submission will be considered late if it arrives a second after 11:00. The Bid box shall be locked at exactly 11:00 and Bid arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time to for any unforeseen events that may delay the delivery of the bid.			
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>		
		<b>Yes</b>	<b>No</b>	<b>Noted</b>
14. BRIEFING SESSION AND CLARIFICATIONS				
14.1	Any clarification required by a bidders regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or email) from: Cedric Kekana / Larna Harris at cedrick.kekana@mict.org.za and larna.harris@mict.org.za, 011 805 6833 respectively. The bid number should be mentioned in all correspondence			
15. FORMAT OF BIDDERS				
15.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.			
15.2	Bidders are to set out their proposal in the following format: ONE SEPARATE SEALED ENVELOPE CLEARLY MARKED: <b>TECHNICAL PROPOSAL</b> ONE (1) ORIGINAL AND TWO (2) COPIES OF THE TECHNICAL PROPOSAL ONE SEPARATE SEALED ENVELOPE CLEARLY MARKED: <b>FINANCIAL PROPOSAL</b> ONE (1) ORIGINAL OF FINANCIAL PROPOSAL			

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
15.3.1	<b>Part 1: REQUEST FOR BIDS</b>				
15.4	<b>Part 2: Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria</b>				
15.5.	<b>Part 3: SARS Tax Clearance Certificate, AIATA/ASATA membership certificate &amp; B-BBEE Certificate</b>				
	<b>3.1 Tax clearance certificate(s).</b> An original SARS Tax Clearance Certificate must accompany the proposal. In the case of a consortium/ joint venture, or where sub-contractors are utilized, an original SARS Tax Clearance Certificate for each consortium/ joint venture member and/or sub-contractor (individual) must be submitted.				
	<b>3.2 B-BBEE Certificate(s).</b>				
15.6	<b>Part 4: Standard Bid Documentation</b>				
15.7.	<b>Part 5: Technical Approach (Understanding and innovation)</b>				
15.8	<b>Part 6: Experience in this field</b>				
15.9	<b>Part 7: Team details including curricula vitae of all team members</b>				
15.10	<b>Part 8: Pricing Schedules</b>				



No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>16. DETAILS OF PROPOSAL DOCUMENTS</b>					
16.1	<b>Part 1 : REQUEST FOR BIDS</b> Bidders must complete and submit the bid documents.				
16.2	<b>Part 2 : Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria</b> Bidders must complete all SBD documents. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
16.3	<b>Part 5: Technical Approach</b> Bidders must indicate/demonstrate their understanding of this assignment and how they will approach it				
16.4	<b>Part 6: Experience in this field</b> Bidders should provide at least the following information: <ul style="list-style-type: none"> <li>• Details of contracts for similar/related work within the last 3 years.</li> <li>• Contract details of a minimum of 3 organisations for which work was done</li> </ul>				
16.5	<b>Part 7: Delivery Team details</b>				
16.6	In this section bidders must provide details of the team named in previous part.				
16.7	They should provide a summary chart containing all the people to be used.				
16.8	For each team member there must be: <ul style="list-style-type: none"> <li>• A brief capability statement indicating clearly why they are suitable to fill their position</li> <li>• A complete curriculum vitae. A format is provided as a guideline for the compilation of the CV's</li> </ul>				

16.11	<b>Part 8: Pricing Schedule</b>				
16.9.1	All costs related to this assignment are to be allowed for in the pricing schedule and formats prescribed.				
16.10	A pricing schedule with one of the specified elements omitted from the costing may be considered non responsive.				
<b>17. PRESENTATION</b>					
17.1	The MICT SETA reserves the right to invite bidders for presentation at their own costs and perform site visits on short listed bidders before the award of the bid, as part of evaluation process.				
<b>18. NEGOTIATIONS</b>					
18.1	The MICT SETA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
18.2	The MICT SETA shall not be obliged to accept the lowest of any quotation, offer or proposal.				
18.3	Despite preferential procurement regulations 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.				
18.4	All Bidders will be informed through either Government Bulletin, website or formal letters. Whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of MICT SETA or his written authorized delegate				
18.5	Documents submitted by bidders will not be returned.				
<b>19. DOMICILIUM</b>					

19.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contracts as follows:				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
20.2	Media, Information and Communication Technologies Sector Education Training Authority Head Office Midrand: Block 2, Level 3 West Gallager Convention Centre, Gallager Estate, 19 Richards Drive, Halfway House, MIDRAND, 1685				
20.3	The Service Provider: .....				

**Part 3 – TERMS OF REFERENCE  
FOR TENDER No: MICT 02/2014  
PROVISION FOR TRAVEL AND ACCOMMODATION MANAGEMENT SERVICES**

**1. PURPOSE**

The purpose of this document is to call for qualified travel agent(s) who would cover the provision of travel management and related services hereafter referred to as “Travel and Accommodation Management Services” for Media Information and Communication Technologies Sector and Training Authority “MICT SETA”.

**2. BACKGROUND**

- 2.1. The Skills Development Act, 1998 (Act 97 of 1998) makes provision for the establishment of the SETAs for each national economic sector. The Minister determined the discrete Sector of the MICT Sector Education and Training Authority in terms of section 9 of the Act.
- 2.2. The SETA pursues the development of a skilled workforce, in order to provide an improved service to the people of South Africa. The SETA is inspired by the vision of an appropriately skilled workforce, who is empowered to render quality services, which are comparable with world-class standards.
- 2.3. The Media, Information and Communication Technologies Sector Education and Training Authority, known as the (“MICT SETA”), was established in terms of the skills development act of 1998 and is responsible for skills development in the Advertising, Electronic Media and Film, Electronics, Information Technology and Telecommunications sectors and their subsectors. The MICT sector comprises of 160 Large companies, 342 Medium companies and 2,785 Small levy-paying companies. The number of employees in the MICT Sector in 2011 was estimated at 182,433. Large companies employ 109,972, Medium companies employ 28,977 and small companies employ 43,484.

**2.4. Authority of the MICT SETA**

The Accounting Authority responsible for the SETA must exercise its powers and responsibilities to ensure that the implementation of the objectives and execution of the functions of the SETA comply with both the Act, NSDS and the policies of the Executive Authority and government.

In executing its accountability and responsibility functions, the Executive Authority must exercise its powers as provided for in terms of the Act, the Constitution, the PFMA and any other relevant legislation.

**2.5. Functions of the AUTHORITY OF THE MICT SETA**

Brief summary of the functions of the MICT SETA as contemplated in the MICT SETA constitution and the Act, is summarised as follows:

- Develop a sector skills plan within the framework of the national skills development strategy
- Implement its sector skills plan by establishing learnerships, approving workplace skills plans, and allocating grants in the prescribed manner and in accordance with any prescribed standards and criteria to employers, education and training providers and providers
- Promote learnerships by identifying workplaces for practical work experience, supporting the development of learning materials, improving facilitation of learning, and assisting in the conclusion of learnership agreements
- Register learnership agreements
- Perform such functions as may be assigned by to it by the South African Qualifications Authority
- Establish a learnership if the learnership consists of a structured leaning component
- Establish a learnership that would lead to a qualification registered by the South African Qualifications Authority and related to an occupation
- The authority may fund a skills programme if they are occupationally based and when completed it will constitute a credit towards qualification registered in terms of the National Qualifications Framework

- 2.6. Media Information and Communication Technologies Sector and Training Authority “MICT SETA” requires the provision of Travel and accommodation arrangements services, by a Travel Management Company/Agency with the following considerations:
  - 2.6.1. The travel and accommodation arrangements will only be for persons traveling for official MICT SETA purposes and in the interest of MICT SETA with prior approval.
  - 2.6.2. Where many persons are involved MICT SETA reserves the right to exercise its own travel options and arrangements, taking into consideration any existing contract[s] with suppliers of services like charter flights of road transport.
  - 2.6.3. The most cost effective and practical means of transport is to be used at all times. The Travel Management Company will clearly have to show a reduction in costs to the organization by means of reports taking travel trends into consideration.

### **3. KEY OBJECTIVES**

- 3.1. To coordinate and manage all requested travel arrangements for MICT SETA.
- 3.2. To develop integrated travel management reports in line with MICT SETA's requirements.
- 3.3. To liaise with the appointed MICT SETA Travel coordinator.
- 3.4. To provide assistance at any point in time (on a 24/7 basis).
- 3.5. To have a reliable accounting system.

### **4. SCOPE OF WORK**

- 4.1. The appointed Travel Management Company/Agency will be required to always assist MICT SETA officials concerning travel arrangements. Each travel requirement must be dealt with in most applicable cost effective manner, within MICT SETA's Travel Policy and Procedure.
- 4.2. MICT SETA further reserves the right to accept more than one contractor if deemed necessary.
- 4.3. We further reserve the right to cancel the tender with prior notification.

### **5. OVERALL REQUIREMENTS**

- MICT SETA's travel requirements for domestic and/or international travel shall be in line with the organization's policy. Amongst other things, the following must be considered:

#### **5.1. Reservation and Ticketing**

- 5.1.1. Travel Management Company/Agency must make sure for every travel request, a quotation should be submitted first before any approval of such a request.
- 5.1.2. For every duly approved MICT SETA Travel request, the Travel Management Company/Agency shall immediately prepare appropriate arrangements and forward confirmations via sms /email to the traveler and requestor.
- 5.1.3. In the event that travel arrangements cannot be confirmed, Travel Management Company/Agency shall notify MICT SETA of the problem and present three (3) alternative routings/quotations for consideration.
- 5.1.4. For wait-listed bookings, Travel Management Company/Agency shall provide regular feedback to the traveler on status of flights.
- 5.1.5. Travel Management Company/Agency shall promptly issue accurate e-tickets confirmations and detailed itineraries or sms, (in printed and electronic format) showing the accurate status of the airline, car hire and hotel reservations on all segments of the journey; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustment for any change(s) in flight, schedules prior to or during the traveler's official trip. When necessary, e-tickets and billing shall be modified or issued to reflect these change
- 5.1.6. Travel Management Company/Agency shall accurately advice MICT SETA of e-ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- 5.1.7. Travel Management Company/Agency to advice that all traveling staff has all required travel documents for their journeys before departure (e.g. Immunization, weather issues, health risks, etc).

- 5.1.8. Travel Management Company/Agency must be reputable and be IATA/ASATA/BSP Affiliated/Accredited.
- 5.1.9. Travel Management Company/Agency shall only act on travel requests for official travel submitted by MICT SETA staff and approved by the Travel Manager/Coordinator.
- 5.1.10. Negotiating on behalf of MICT SETA, corporate discounts with airlines, on accumulated expenditure for air travels with all available airline companies.

## **5.2. Vehicle Rental**

- 5.2.1 Booking vehicles with or without the services of a driver through MICT SETA's preferred car rental companies and amending any confirmed bookings if necessary.
- 5.2.2 If an accident, traffic fines, damage or theft occurs, the matter should be reported to the MICT SETA Travel Coordinator for further internal procedures to be exercised.

## **5.3. Accommodation, Conference and Workshops**

- 5.3.1. The Travel Management Company/Agency shall upon request, facilitate the arrangement of venues for conferences, meetings, seminars and training workshops.
- 5.3.2. The Travel Management Company/Agency to negotiate on behalf of MICT SETA, to the maximum extent, possible discount rates, including net rates, for hotel accommodations applicable specifically to reservations for MICT SETA.
- 5.3.3. The Travel Management Company/Agency shall, ensure that all agreed upon conditions by the hotel or the establishment where a MICT SETA event is to take place are being met.
- 5.3.4. The Travel Management Company/Agency will ensure that any other services such as registration of participants, additional equipments, assistants, ancillary staff and transportation of participants will be satisfactorily provided.
- 5.3.5. Travel Management Company/Agency to supply MICT SETA with 3 quotations or more for all conference requirements.
- 5.3.6. MICT SETA reserves the right when necessary to approach conference venues direct to leverage better prices.

## **6. SUPPORT SERVICES**

In respect of support services MICT SETA's requirements are as follows:

### **6.1. Delivery Services**

All air tickets and travel documentation will be timeously delivered to the tasking official, his or her nominee or the point of delivery/collection, by branch offices or agencies situated inside or outside South Africa. Only in exceptional cases and as a mutually agreed between the Travel Management company/agency and MICT SETA, may air tickets and travel documentation be collected by officials or nominees of MICT SETA from the Travel Management Company/Agency or designated collection point.

### **6.2. Competency and expertise requirements**

- 6.2.1. The Travel Management Company/Agency shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the contract with MICT SETA. The Travel Management Company/Agency shall assign the relevant personnel according to their technical know-how and reliability.
- 6.2.2. The Travel Management Company/Agency shall assign a representative experienced in providing corporate travel services to oversee the travel management services provided to MICT SETA and ensure full compliance with all requirements of the contract with MICT SETA.
- 6.2.3. The Travel Management Company's employees shall perform their functions in a highly efficient and professional manner.
- 6.2.4. The Travel Management Company/Agency shall have adequate capacity to handle MICT SETA's travel requirements professionally.

### **6.3. The following minimum requirement are a must:**

- 6.3.1. Accredited BSP/ASATA/IATA Travel Management Company.
- 6.3.2. Maintains a good track record in serving international organizations, embassies and multinational corporations; list of corporate clients should be provided.
- 6.3.3. Employs competent and experience travel consultants, especially in international fares and ticketing, as track record.

- 6.3.4. Financially stable – annual report or audited financial statement to be provided. At least of the two past financial years.
- 6.3.5. Maintains facilities of CRS (Central Reservations Systems), basic office equipment, and telecommunication equipment.
- 6.3.6. Capable of deploying motorized messenger(s).
- 6.3.7. Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR (Terms of Reference) .
- 6.4. 24 Hour Service
  - 6.4.1. Personnel from the Travel Management Company must be available on a 24-hour basis, so that as when required, unexpected changes to a travel plan can be made and attend to emergency bookings.
- 6.5. Policy
  - 6.5.1. Once a tender has been awarded, MICT SETA will provide the travel Management Company with a copy of travel policy and procedures, and may have meetings to communicate processes if any changes arise.
- 6.6. Additional Services
  - 6.6.1. The Travel Management Company must also assist wherever possible with the booking and payment of bus fares, arrangements where special assistance is required, traveler's cheques, excess baggage, meals etc.
- 6.7. General Requirements
  - 6.7.1. The following general requirements exist:
    - 6.7.1.1. Management Reports
      - o Management reports on detailed expenses per completed month for all transactions processed per account, the number of changes made, all savings achieved and credits due as well as exception reports must be submitted on or before the 7th day of the following month (This will include weekly reports to be available every Tuesday of the following week). The reports will reflect detail per Account/Directorate, per Chief Directorate and for MICT SETA as a whole. The submission of the management reports are to be as follows:

**Air Travel**

- I. Date of Travel.
- II. Passenger's particulars.
- III. Airline used.
- IV. Cost relating to airport taxes or excess luggage.
- V. Cost of air travel.
- VI. Amount saved as in relation to most expensive standard tariff specific class of travel.
- VII. Percentage saving in relation to most expensive standard tariff in specific class of travel.
- VIII. Total amount spent per airline used for the specific month.
- IX. Total amount saved for the specific month.
- X. Total accumulative amount saved for the specific year.
- XI. Total percentage of saving for the specific year.

**Accommodation**

- I. Date and period of an accommodation.
- II. Name of person.
- III. Cost of accommodation.
- IV. Amount saved as in relation to most expensive standard tariff specific class of travel.
- V. Percentage saving in relation to most expensive standard tariff in specific class of accommodation.
- VI. Total amount spent per service provider used for the specific month.
- VII. Total amount saved for the specific month.
- VIII. Total accumulative amount spent per service provider used for the specific year.
- IX. Total accumulative amount saved for the specific year.
- X. Total percentage of saving for the specific year.



**Vehicle/Car Rental**

- XI. Date and period of travel.
- XII. Driver Details-Including Co-driver if so booked.
- XIII. Service provider used.
- XIV. Total distance/KM used and costs incurred.
- XV. V. Amount saved as in relation to most expensive standard tariff specific class of vehicle.
- XVI. Percentage saving in relation to most expensive standard tariff in specific class of vehicle.
- XVII. Total amount spent per service provider used for the specific month.
- XVIII. Total amount saved for the specific month.
- XIX. Total accumulative amount saved for the specific year.
- XX. Total percentage of saving for the specific year.

6.7.2.**Refunds.** The Travel Management Company shall process for refund on all returned airline tickets for official travel within seven days. A credit card refund notice shall be processed by the Travel Management Company on a monthly basis, by the 7th of every month.

6.7.3.**Tariff/Discount Adjustments.** Notices of imminent tariff adjustments, especially in respect of air travels must be made available and distributed within the Organization via e-mail. The travel management Company will be responsible for ensuring continuous negotiations to ensure lower tariffs or higher discounts.

6.7.4.**Traveler's Profiles.** The Travel Management Company shall maintain computerized profiles of all travelers, as designated or defined from time to time by MICT SETA , setting forth the travelers preferences regarding airlines, hotels, seating and meal requirements, and passport and such other information as is useful to facilitate such travelers travel arrangements. Traveler's profile should not supersede the Travel Policy.

6.7.5.**Saving Targets.** The Travel Management Company must demonstrate by way of history with current clients, the savings targets they will achieve for MICT SETA.

**7. CONDUCT OF WORK**

- An internal MICT SETA travel coordinator work with the service provider to be appointed. The service provider will have to develop a methodology that will clearly outline the deliverables, key milestones, and travel management arrangements in consultation with the MICT SETA's Travel Coordinator.

**8. TERMS AND CONDITIONS**

**8.1. Travel Management Companies/Agencies.**

8.1.1. Only bidders of recognized Travel Management Companies/Agencies, who are official members of both IATA and ASATA, will be accepted.

8.1.2. Audited Financial Statements of not more than two years old.

**8.2. Adjustments to Contract.**

- All discounts against the standard tariffs of, or on accumulated expenditure on airline, car rental, rail and bus companies and any rates, may not be adjusted to the disadvantage of MICT SETA within the duration of the contract. Any new airline company, car rental company, etc. will only be included if initiated or accepted by MICT SETA.

**8.3. Discounts.**

- A submitted bid will reflect all discounts tendered for any service. To distinguish between standard discounts, special discounts and cumulative discounts, if any, they will all be reflected separately and the conditions applicable thereto also shown separately. It must also be clearly stipulated whether any discounts represent credits. Discounts for early payment must also be indicated.



**8.4. Service Fees**

- Travel Management company/agency must submit their detailed service fee in respect of the following:

A. Air Travel Domestic

- Regional
- International
- Changes
- Reissue/Revalidation
- Cancellations
- Refund Processing
- After-Hours Fee

B. Accommodation Domestic

- Regional
- International
- Changes
- Cancellations
- After-Hours Fee

C. Vehicle/Car Rental Domestic

- Regional
- International
- Changes
- Cancellations
- After Hours Fee

D. Conferencing/Workshops Domestic

- Regional
- International
- Changes/Cancellations
- After-Hours Fee

E. Additional / Support Services Visas

- Insurance
- Transfers/Shuttle Services
- After Hours Services
- Management Reports
- Account Recon
- Foreign Exchange
- Airport Lounge Bookings

F. Other Services

- Other services not include above may be included but will not form part of the evaluation during the bid process.

G. All prices quoted in the pricing schedule should be VAT inclusive.

H Service fees charged by the Travel Management Company must be billed directly to MICT SETA and not directly to the approved/provided credit card.

- A pricing schedule should be submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should be submitted together with (SBD3.3).

**8.5. Billing / Payment Method**

- All payments will be made in accordance with the completed and approved deliverables.

8.5.1. Financial penalties will be imposed for agreed upon milestones, targets, and deadlines not met without providing "Timely notification of such delays and the reason for the delays".

- Supporting evidence that the delays were outside of the influence of the service

provider.

- Original invoices as per the deliverables that substantiate all costs must be provided. The should include the provided order number/after hours go ahead by the relevant official(s).
- No copies or emailed invoices will be processed.
- The invoices are to contain the following minimum basic information and additional specific information relating to the indicated service provided

**a) Basic Information**

- Invoice number and Date
- Travel Agent's name, address, office of issue, and consultant's name.
- Travel Order/Authorisation number (A copy must accompany the invoice).
- Total amount of the invoice (Inclusive of VAT).
- Copy of the order/ After- hour authorization name.

**b) Air Travel Information**

- Date of Travel
- Air ticket number
- Airlines company name
- Passenger's name
- Copy of the order / After - hour authorization name.

**c) Accommodation**

- Date and period of accommodation
- Service Provider
- Name of Person
- Passenger's name
- Copy of the service provider's invoice and detailed service vouchers.
- Invoices to be collected from service providers by travellers in cases of international trips.
- Copy of the order / After-hour authorization name.

**d) Vehicle/Car Rental**

- Date and period of travel
- Service Provider
- Class of vehicle used
- Name of Person (Official driver including co-driver).
- Copy of the service provider's invoice and detailed trip sheet indicating the distance travelled and the starting points and destinations.
- Fuel Charges
- Copy of the order / After-hour authorization name.

**e) Credit Notes: Credit Notes are to contain the following minimum information**

- Credit note number and date
- Travel Agent's name, address, office of issue, and consultant's name.
- Name of person and designation
- Travel Authorisation / Order Number
- Invoice number and date
- Total amount credited (Inclusive of VAT)

**8.6. Term**

- MICT SETA may enter into three (3)-year term contract with the successful travel management company, which may be reviewed annually for performance evaluation.
- The successful service provider is expected to commence one month after appointment for a period of thirty six-(36) months.

**8.7. Service Level Agreement**

- A Service Level Agreement (SLA) will be drawn up in consultation with the successful bidder and signed by both parties.

**9. QUALITY ASSURANCE REVIEWS OF THE WORK**

MICT SETA reserves the right for the Supply Chain Management to perform spot checks on the services.

**10. MONITORING PROCESS OF THE ASSIGNMENTS**

The appointed agency will need to work closely with the MICT SETA Administrators, Secretaries and Supply Chain Management. The service provider will have to develop a methodology that will clearly outline the deliverables, key milestones, and travel management arrangements in consultation with the MICT SETA's Travel Coordinator.

**Note: Bidders may propose the best solution for MICT SETA and illustrate benefits thereof. Bidders should note that MICT SETA may not opt for the proposed solution.**

*\*Duration of contract: 3 (three) years.*

**11. BIDDER'S EXPERIENCE**

<b>Client</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>Value (R )</b>	<b>e-mail address</b>	<b>Year</b>	<b>Contract duration</b>

**11.1. Administration**

The service provider will be expected to provide the methods, tools, and expertise that will support the MICT SETA.

**11.2. Conditions under which proposals are to be submitted**

- a) The MICT SETA reserves the right to reject any bid that, in its opinion, is not suitable for the purpose of this assignment.
- b) The MICT SETA reserves the right to split the contract between different companies.
- c) Service providers may be penalised for not meeting performance levels. Where such shortfalls exist, notification and warning(s) will precede any such penalty to correct the situation promptly.
- d) The MICT SETA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should it be decided not to proceed with the contract. Should either party due to reasons not attributable to the contractor terminate this agreement the service provider/s concerned will be remunerated for the appropriate portion of work completed.
- e) The professional persons proposed for use on the contract shall remain in use on the contract unless permission is granted by the MICT SETA to change the staffing proposal. Such permission will only be granted in exceptional cases.

- f) No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the MICT SETA, except where authorised in writing to do so by the MICT SETA.
- g) The bidder will be disqualified should any attempt be made by the service provider/s, either directly or indirectly, to canvass the MICT SETA, or any of its employees in respect of a bid between the date of the bid and the date of the award.
- h) The copyright of all documents and electronic aids, software etc, prepared or developed in terms of this appointment shall be vested in the MICT SETA.
- i) Special conditions as indicated on the SBD forms attached are applicable.

11.3. EVALUATION CRITERIA

In terms of technical and compliance detail the following will be taken into consideration when evaluating the proposals:

**Stage 2: Functionality Analysis**

Responses will be evaluated for functionality based on achieving minimum score of 70 / 70% as stated below:

<b>CRITERION</b>	<b>MAXIMUM POINTS TO BE AWARDED</b>
<b>1. Functionality</b>	
1.1 Previous experience and expertise in relevant work or similar undertaking and contactable references on each client	30
1.2 The capacity to deliver, enquiry response and lead time for processing a booking	20
1.3. Company infrastructure availability and ability to produce information management reports	20
1.4 Methodology and Project Plan and experience of key personnel	20
<i>Site Visits And Presentations</i>	
1.5 Travel Management Company organisational capacity	10
Total points for Functionality	100
<b>A minimum requirement for functionality out of 100 is</b>	<b>70</b>
<b>2. Price</b>	
2.1. Points allocated for price	<b>90</b>
<b>3. B-BBEE Status Points</b>	
3.1 Points allocated for B-BBEE	<b>10</b>
Level 1	10
Level 2	9
Level 3	8
Level 4	5
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non- Compliant Contributor	0
<b>TOTAL FOR B-BBEE PREFERENCE POINTS</b>	<b>10</b>

**3. Part 4 –Evaluation criteria and process**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act of 5 2000 and its Regulations, the service provider are to note the following:

Stage 1: Mandatory documents requirements

Stage 2: Functionality Analysis, presentation and site visits

Stage 3: Price and B-BBEE calculations.

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>1. EVALUATION PROCESS</b>					
<b>1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS</b>					
1.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p>Stage 1: Mandatory Documents</p> <ol style="list-style-type: none"> <li>1. Bid submission format</li> <li>2. Original Valid Tax clearance Certificate</li> <li>3. Company Registration Documents</li> <li>4. Identity copies of the shareholders or members;</li> <li>5. Corporate profile</li> <li>6. Member of AIATA/ASATA and copy of membership</li> <li>7. Valid B-BBEE Status Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA)</li> <li>8. Deposit slip as proof of purchase of the bid document</li> </ol>				
<b>1.2 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY</b>					
1.2.1	The evaluation criteria and weights for functionality as indicated in Table 1, will apply.				
1.2.2	The percentage scored for functionality should be calculated as follows: Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specific weighting for the relevant criterion to obtain the marks scored for the various criteria.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
	<p>These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage for functionality:</p> $Ps = \frac{So}{Ms} \times Ap$ <p>Where:                      Ps = percentage scored for functionality by bid/proposal under consideration                      So = total score of bid/proposal under consideration                      Ms = maximum possible score                      Ap = Percentage allocated for functionality</p>				
1.2.3	<p>The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality</p> <p>After calculation of the percentage for functionality, the price of all bids that obtained the minimum score <b>70 points</b> for functionality should be taken into consideration.</p>				
<b>1.3 ELIMINATION OF PROPOSALS ON GROUNDS OF FUCTIONALITY</b>					
1.3.1	<p>Bids that score less than <b>70 points</b> will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference. All bids that score more than 70 points will be considered for further evaluation on Price and B-BBEE status.</p>				
<b>1.4 PRICE AND PREFERENCE POINTS</b>					
1.4.1	<p>All remaining bids will be evaluated as follows :</p>				
1.4.2	<p>All bids scored more than 70 points will be further considered as follows:  <b>90 points</b> for price, and <b>10 points</b> for BEE points will be awarded as set out in the preference points claim form(s)</p>				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>1.5 DETERMINATION OF PERCENTAGE FOR PRICE</b>					
1.5.1	<p>The percentage scored for price shall be calculated as follows:</p> <p>The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for prices (adjusted or not), will proportionately obtain lower percentages.</p>				
1.5.2	<p>The points scored out of 90 shall be calculated according to the formula.</p> <p>The 90/10 preference point system (more than R1 000 000)</p> $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps= percentage scored for price by bid/proposal under consideration</p> <p>Pmin= lowest acceptable bid/proposal</p> <p>Hs= price of bid/proposal under consideration</p> <p>Rs= percentage scored for functionality and price by bid/proposal under consideration.</p>				
<b>1.6 COMBINING PRICE AND B-BBEE STATUS PREFERENCE POINTS</b>					
1.6.1	The B-BBEE preference points for each bid will now be added to the price(see 1.5.2)				
1.6.2	The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.6.1 or to a lower scoring bid on justifiable grounds.				



<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
<b>1.7 ADJUDICATION OF BID</b>					
1.7.1	The Evaluation Committee will consider the proposals and make the recommendations to the Bid Adjudication Committee, the successful bidder obtaining the highest aggregate mark as determined by 1.6.1 or to a lower scoring bid on justifiable grounds.				

**4. PART 5: CURRICULUM VITAE-TEMPLATE**

**CURRICULUM VITAE TEMPLATE (Attach at least five CV's)**

**Proposed role in the project** \_\_\_\_\_

1. Surname: \_\_\_\_\_

2. First name: \_\_\_\_\_

3. Nationality: \_\_\_\_\_

4. Education :

<b>Institution ( Date from – Date to)</b>	<b>Degree(s) or Diploma(s) obtained:</b>

5. Language skills: Indicate competence on a scale of 1 to 5 (1 – excellent; 5 – basic)

<b>Language</b>	<b>Reading</b>	<b>Speaking</b>	<b>Writing</b>

6. Membership of Professional bodies: \_\_\_\_\_

7. Other skills: (Computer literacy etc.) \_\_\_\_\_

8. Present Position: \_\_\_\_\_

9. Years within the organisation: \_\_\_\_\_

10. Key qualifications: (Relevant to the project) \_\_\_\_\_

11. Relevant Experience :

<b>Country</b>	<b>Date from – Date to</b>

12. Professional experience:

Date from – Date to	Location	Company	Position	Description

**Please provide more relevant information if space provided above is not sufficient.**

## **5. CONDITIONS**

MICT SETA does not bind itself to accept the lowest quote.

- 3.1.1 MICT SETA does not bind itself to make any selection from the proposals, or quotations received.
- 3.1.2 MICT SETA reserves the right, at its sole discretion, to cancel this request for proposals and/or not to make any selection of the service provider/s at all.
- 3.1.3 All prices quoted must be VAT inclusive.
- 3.1.4 MICT SETA will not make any upfront payments before the rendering of services.
- 3.1.5 Upon the award of the bid, the successful service provider shall enter into an agreement with MICT SETA. Said agreement shall be in a format prescribed by MICT SETA.
- 3.1.6 The successful bidder shall provide the service required based on the set timelines and as per the schedule to be provided by MICT SETA.

## **6. ENQUIRIES**

**Supply Chain Management (SCM) process enquiries, please contact Mr Cedric Kekana, Manager: SCM, at 011 207 2637 during office hours (08h00 – 16h30)**

## **7. Submission of Bids**

Bidders are required to submit their technical proposals in separate sealed envelopes (**labeled Technical Proposal**) and one (1) copy of financial proposal in a separate sealed envelope (**labeled Financial Proposal**).

Three (3) technical copies of bids must be submitted, comprising of one (1) original and two (2) copies.

The following information must be endorsed on the envelopes:

- **Bid No**
- **Closing date:**
- **Name of the bidder:.**

**8. Part 6-GENERAL CONDITIONS OF CONTRACT**

The attached General Conditions of Contract as prescribed by the National Treasury form part of the bid documentation and must be initialled by the authorised representative and witnesses of the bidder.