



Tel: +27(12)432 1300
 Info Centre: 086 00 65383
 web: www.nlcsa.org.za
 National Lotteries Commission (NLC)
 P.O Box 1556
 Brooklyn Square 0083, Pretoria

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP/2023-020	CLOSING DATE:	28 FEBRUARY 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY FOR THE NATIONAL LOTTERIES COMMISSION FOR A PERIOD OF SIX MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
333 GROSVENOR STREET, BLOCK D, HATFIELD GARDENS (NO HARD COPIES OR EMAILS WILL BE ACCEPTED,)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Penelope Soyingwa		CONTACT PERSON		
TELEPHONE NUMBER	012 432 1414		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	penelope@nlcsa.org.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

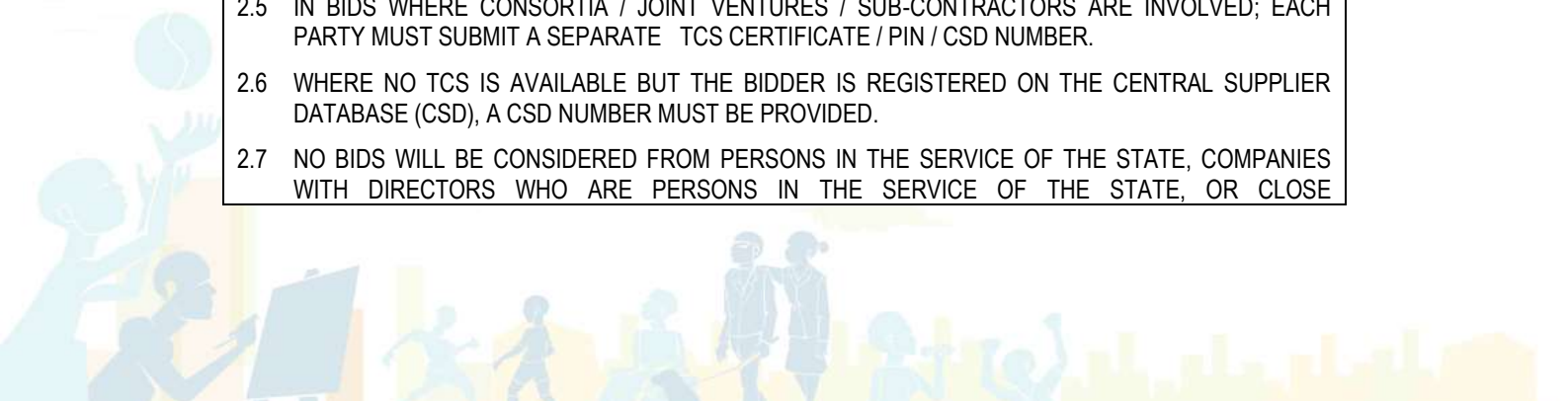
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE</p>





CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....





NATIONAL LOTTERIES COMMISSION

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY FOR THE NATIONAL LOTTERIES COMMISSION FOR A PERIOD OF SIX (6) MONTHS

BID PROCESS	BID REQUIREMENTS
Tender number	RFP/2023-020
Bid Advertisement Date	15 FEBRUARY 2023
Closing date and time	28 FEBRUART 2023 at 11:00am <i>(South African Standard Time)</i>
Tender validity period	120 business working days <i>from the closing date</i>
Tenders are to be delivered to the following address on the stipulated closing date and time:	<p>The original bid document must be submitted ONLY via USB and handed in / delivered to:</p> <p>The Acting Senior Manager: Supply Chain Management National Lotteries Commission 333 Grosvenor Street Block D, Hatfield Gardens Hatfield, Pretoria 0083</p> <p>Enquires ONLY can be emailed to: penelope@nlcsa.org.za</p> <p style="color: red;">Only USB bid submissions will be accepted NO hardcopies.</p>

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SECTION 1: BACKGROUND, OVERVIEW AND RFP SCOPE OF REQUIREMENTS

1. Definitions

In these terms of reference (TOR), unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Public Finance Management Act, 1999 or Treasury Regulations has the same meaning assigned to it in the Act or the Regulations,

“accommodation” means the rental of lodging facilities while away from one’s place of residence while on official business.

“after-hours services” means a travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays;

“air travel” means travel by airline on official business;

“authorizing official” means the official who has delegated authority in terms of the Institution’s approved delegations, to approve travel requests and expenses;

“best price of the day” means–

- (a) for airline bookings: the lowest fare offered at the time of booking, provided that this fare is offered in conjunction with suitable travel times. Travel Bookers to take cognizance of airline discount agreements negotiated by National Treasury;
- (b) for accommodation bookings: the lowest rate available at suitable accommodation establishments within reasonable distance from place of duty. The travel booker will determine the most appropriate star rating, based on an assessment of government business requirements and total cost of travel (typically, accommodation rates plus transportation costs). Travel bookers to take cognizance of the maximum allowable accommodation rates prescribed by National Treasury;

“car rental” means the rental of a vehicle for a defined period of time by a traveler for official business purposes;

“delegated official” means an official authorised in writing by the AO/AA in terms of sections 44 and 56, respectively, of the PFMA or any other enabling legislation to exercise a power or perform a duty set out in the relevant legislation, subject to such conditions as may be determined by the relevant AO/AA;

“domestic travel” means travel within the borders of the Republic of South Africa or within the borders of the foreign country where the official is based;¹

“emergency” means an event where unforeseen and unavoidable circumstances (either personal and, or, business related), including but not limited to, a death, illness, health risk, disaster management operations, or a business environmental risk, requires a booking for travel or a diversion from the original planned trip;

“Governance Committee”² means external and internal members belonging to a body that provides oversight and assurance functions over the operations of an Institution. Such Governance Committees include:

- a) The Board and its sub-committees;
- b) Departmental Audit Committees;
- c) Departmental Risk Committees;
- d) Departmental Anti-corruption Committees;

“incidental expenses” means minor expenditures associated with business travel. These expenses comprise an immaterial part of the travel and entertainment costs that a person might incur. These expenditures are usually paid by the traveler, since they are so small and are covered by the subsistence allowances under normal circumstances. Examples of these expenses are gratuity for table and room service, reading matter, private telephone calls, Liquid Refreshments which do not form part of the Meals and any similar minor expense;

“international travel” means travel outside the borders of the Republic of South Africa or outside the borders of the foreign country where the official is based;³

“institution” means a department, constitutional institution, public entity and government business enterprise listed in Schedules 2 and 3 to the PFMA;

“Institutional Travel Policy” means the internal travel policy developed by each Institution and approved by the AO/AA or delegated official which is in compliance with the minimum requirements of the NTF;

“liquid refreshments” means any drink and includes, inter alia, coffee, tea, sodas, bottled water, and fruit juices, but excludes any alcohol or spirits, malt or related substances;

“meals” means breakfast, lunch and dinner and include any liquid refreshments;

“official business” means the authorised performance of the institution’s functions in terms of its mandate and strategic, operational and performance plans;

“official” means any person employed by, or seconded to an institution, unless specified otherwise in this policy;

“place of duty” means the place, other than the place of work, where the official performs official business or is otherwise on duty, e.g. an external meeting venue, conference venue or workshop;

“place of work” means the place of work identified in the official’s contract of employment;

“reasonable actual expenses” means essential and inevitable expenses which are inexpensive, moderate and agreeable;

“shuttle service” means the service offered by a shuttle service company to transport a traveler from one point to another;

“subsistence allowance” means any allowance paid by the institution to the official for expenses incurred or to be incurred in respect of personal subsistence and incidental expenses;

“traveler”⁴ means a person travelling at the behest of the Institution on official business;

“travel advance” means a sum of money paid to an official prior to an official business trip. An advance would typically cover reimbursable expenses such as meals, transportation, lodging, and incidental items;

“travel allowance” is any allowance paid or advance granted by the Institution to the official for the use of his or her private motor vehicle for the Institution’s business purposes;

“travel authorisation Form” means the official form (manual or electronic) used by the Institution reflecting the detail and order number or unique authority number of the official business trip that the relevant authorising official approves;

“travel Booker” means the person coordinating travel reservations on behalf of the traveler directly, or through the TMC consultant on behalf of the traveler;

“travel expenses” means expenses incurred by a traveler while he/she is on an Official Business trip. Examples of travel expenses may include expenses on accommodation,

transportation and meals;

“Travel Management Company” means the service provider contracted to provide travel management services, which is inclusive of the procurement of travel related services; and

“travel voucher” means a document issued by the TMC to confirm the reservation or payment, or both, of specific travel arrangements

2. Legal Framework

The National Lotteries Commission (NLC) is required in terms of Section 38(1)(b) of the PFMA to be responsible for the effective, efficient, economical and transparent use of their respective institution’s resources.

Bidder(s) must be compliant when submitting a proposal to NLC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder’s tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

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

3. INTRODUCTION

The National Lotteries Commission was established in terms of the Lotteries Act No. 57 of 1997, as amended (Lotteries Act) to regulate the National Lottery as well as other lotteries and societies.

The NLC aims to ensure that funds raised through the National Lottery are distributed equitably and expeditiously across South Africa to advance social upliftment of communities in need with the aim of addressing poverty and reducing inequalities in line with the National Development Plan. The NLC is required to apply principles of openness and transparency in the exercise of its functions assigned to it in terms of the Lotteries Act No 57 of 1997.

The TOR document details and incorporates, the tasks and responsibilities of the potential bidder required by NLC for the provision of travel management services to NLC. NLC currently uses the appointed travel agency to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently an automated process. The NLC is currently contracted with the Travel Agency until the end of January 2023. In line with the requirements of the Public Finance Management Act No. 1 of 1999 ("PFMA") and Treasury Regulations, the NLC seeks to engage the services of duly qualified service providers to provide travel management services

4. PURPOSE

The purpose of this terms of reference (TOR) is to solicit proposals from potential bidders for provision of travel management services to the NLC for a period of six (6) months.

5. RFP SCOPE OF REQUIREMENTS

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

- Provide NLC with the travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the Service Level Agreement (SLA).
- Achieve significant cost savings for NLC without any degradation of the services.

- Appropriately contain NLC travelers' risks.
- Provide a full time onsite (to reside at NLC office) consultant that will be exclusively responsible for NLC travel requests.

5.1 Travel Volumes

The current NLC total volumes per annum includes air travel, accommodation, car hire, conference and shuttle services. The table below details the estimated spend based on the last financial year 2018/2019 figures as follows:

	TRANSACTION TYPE	Estimated Expenditure per annum
	Air Travel – International	R 1 000 000.00
	Air Travel – Regional	R 614 484.00
	Air Travel – Domestic	R 8 515 174.00
	Air Travel – International (Re-issue)	R 100 000.00
	Air Travel – Regional (Re-issue)	R 50 000.00
	Air Travel – Domestic (Re-issue)	R 300 000.00
	Refunds – Air Domestic	R 150 000.00
	Refunds – Air Regional	R 50 000.00
	Refunds – Air International	R 50 000.00
	Car Rental – Domestic	R 2 983 310.00
	Car Rental – Regional	R 100 000.00
	Car Rental – International	R 0.00
	Transfers/Shuttle – Domestic	R 2 090 883.00
	Transfers/Shuttle – Regional	R 1 000 000.00
	Transfers/Shuttle – International	R 2 000 000.00
	Accommodation – Domestic	R 6 502 536.00

	Accommodation – Regional	R 364 341.00
	Accommodation – International	R 500 000.00
	Bus/Coach Bookings	R 100 000.00
	Train bookings – International	R 82 411.00
	Visa Assistance (Provision of documents and advice)	R 300 000.00
	Courier services for travel documentation (visa & passports)	R 30 000.00
	SMS Notifications	R 10 000.00
	Parking bookings	R 30 000.00
	Cancellations	R 150 000.00
	Changes to bookings	R 100 000.00
	After Hours Services	R 100 000.00
	GRAND TOTAL	R 27 273 139.00

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

6. Deliverables

The successful bidder is expected to complete and submit the following deliverables within the approved timelines:

6.1 General

- The successful bidder will be required to provide travel management services.
- The travel services will be provided to all Travelers travelling on behalf of NLC, locally and

internationally. This will include employees and contractors, consultants and clients where the agreement is that NLC is responsible for the arrangement and cost of travel.

- Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services.
- Familiarisation with current travel suppliers and negotiated agreements that are in place between NLC and third parties. Assist with further negotiations for better deals with travel service providers.
- Familiarisation with current NLC Travel Policy and implementations of controls to ensure compliance (as they may change time to time),
- Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- Provide a facility for NLC to update their travelers' profiles.
- Manage the third-party service providers by addressing service failures and complaints against these service providers.
- Consolidate all invoices from travel related suppliers.
- Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

6.2 Reservations

The Travel Management Company will:

- Receive travel requests from travelers and/or travel bookers acknowledge receipt, respond with quotation and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveler via the agreed communication medium.
- Always endeavor to make the most cost-effective travel arrangements based on the request from the traveler and/or travel booker.
- Acquaint themselves of all travel requirements for destinations to which travelers will be travelling and advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.
- Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- Book the negotiated discounted fares and rates where possible (provided that they are in line with NT regulation).

- Must monitor carrier schedule changes, all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to, or during the traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- Respond timeously and process all queries, requests, changes and cancellations accurately.
- Must be able to facilitate group bookings (e.g. meetings, conferences, events, etc.)
- Must issue all necessary travel documents, itineraries and vouchers timeously to traveler(s) prior to departure dates and times.
- Advise the traveler of all visa and inoculation requirements well in advance of expected travel dates.
- Assist with the arranging issuing of travel insurance for international trips where required.
- Facilitate any reservations that are not bookable on the Global Distribution System(GDS).
- Advise and assist the traveler with the visa applications and provide the traveler(s) with relevant information where visas will be required.
- Negotiate airline fares, accommodation establishment rates, car rental rates ~~that~~ are negotiated directly or established by National Treasury or by NLC are **non-commissionable**, where commissions are earned for NLC bookings all these commissions should be returned to NLC on a quarterly basis.
- Timeously submit proof that services have been satisfactorily delivered (invoices) as per NLC instructions

6.3 Air Travel

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

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

6.4 Accommodation

The TMC will obtain price comparisons within the maximum allowable rate matrix as per the current cost containment instruction of the NT.

- The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveler. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with NLC travel policy.
- NLC travelers may only stay at accommodation establishments with which NT has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveler, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the NT or NLC.
- Accommodation vouchers must be issued to all NLC travelers for accommodation bookings and must be invoiced to NLC as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

6.5 Car Rental and Shuttle Services

- The TMC must book the approved category vehicle in accordance with the instruction note and NLC Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- The travel consultant must advise the traveler on the best time and location for collection and return considering the traveler's specific requirements.
- The TMC must ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages, and accidents, etc.
- The TMC may offer alternative ground transportation to the Traveler that may include rail, buses and transfers for international travel.
- The TMC must book transfers in line with the NT instruction note and NLC Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- The TMC must manage shuttle companies on behalf of the NLC and ensure compliance with minimum standards.

6.6 After Hours and Emergency Services

- The TMC must provide a consultant or team of consultants to assist travelers with after hours and emergency reservations and changes to travel plans.
- After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 08h00) as well as 24 hours on weekends and public holidays.
- A call centre facility or after hours contact number should be available to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

6.7 Communication

- The TMC may be requested to conduct workshops and training sessions for travel administrators and travelers of NLC.
- All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

- The TMC must ensure sound communication with all stakeholders and link the business traveler, travel coordinator and service providers and third parties in one continuous workflow.

6.8 Financial Management

- The TMC must implement the rates negotiated by NLC with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury, where applicable.
- The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to NLC for payment within the agreed time period.
- Enable savings on total annual travel expenditure and this must be reported, proof provided during monthly and quarterly reviews.
- The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the billback to the TMC, who, in turn, invoices NLC for the services rendered.
- The TMC will be required to make pre-payments where required. These are occasionally required at short notice and even for same day bookings.
- Consolidate service provider's bill-back invoices.
- In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to NLC's Finance Department on the agreed time period (e.g., Weekly). This includes attaching the travel authorisation or purchase order and other supporting documentation to the invoices reflected on the service provider bill-back report or the credit card statement.
- Ensure service providers accounts are settled timeously.

6.9 Technology, Management Information and Reporting

- The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- The implementation of an online booking tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- All management information and data input must be accurate.
- The TMC will be required to provide the NLC with a minimum of three (3) standard

monthly reports that are in line with the National Treasury's cost ~~of time~~ instruction note reporting template requirements at no cost.

- The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>
- Reports must be accurate and be provided as per NLC's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation).
- NLC may request the TMC to provide additional management reports.
- Reports must be available in an electronic format, (Microsoft Excel).
- performance reports must be provided on the agreed date. It will include but will not be limited to the following:
 - Travel
 - a) After hours' Report;
 - b) Compliments and complaints;
 - c) Consultant Productivity Report;
 - d) Long term accommodation and car rental;
 - e) Extension of business travel to include leisure;
 - f) Upgrade of class of travel (air, accommodation and ground transportation);
 - g) Bookings outside Travel Policy.
 - Finance It will include but will not be limited to the following
 - a) Reconciliation of commissions/rebates or any volume driven incentives;
 - b) Creditor's ageing report;
 - c) Creditor's summary payments;
 - d) Daily invoices;
 - e) Reconciled reports for Travel Lodge card statement;
 - f) No show report;
 - g) Cancellation report;
 - h) Receipt delivery report;
 - i) Monthly Bank Settlement Plan (BSP) Report;
 - j) Refund Log;
 - k) Open voucher report, and
 - l) Open Age Invoice Analysis.

The TMC will implement all the necessary processes and programs to ensure that all the

data is secure at all times and not accessible by any unauthorised parties.

6.10 Account Management

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

6.11 Other Service Requirement

The TMC must provide the following value-added services:

Destination information for regional and international destinations:

- a) Health warning;
 - b) Extreme weather conditions;
 - c) Places of interest;
 - d) Visa information;
 - e) Travel alerts;
 - f) Location of hotels and restaurants;
 - g) Information including the cost of public transport;
 - h) Rules and procedures of the airports;
 - i) Business etiquette specific to the country;
 - j) Airline baggage policy; and
 - k) Supplier updates
- l) Travel audits;

- m) Global Travel Risk Management;
 - n) VIP services for Executives that include but is not limited to check-in support.
- Electronic voucher retrieval via web and smart phones;
 - a) SMS notifications for travel confirmations;

6.12 Cost Management

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

6.13 Quarterly and Annual Travel Reviews

- Quarterly reviews are required to be presented by the Travel Management Company on all NLC travel activity in the previous three-month period. These reviews are comprehensive and presented to NLC's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- These Travel reviews will include without limitation to the following information: Performance, escalations, and financial performance .
- The reporting requirements in the National Treasury Instruction Note 7 of 2022-23 (cost containment measures related to travel & subsistence) may be used as minimum

6.14 Office Management

The TMC must ensure high quality service to be delivered at all times to the NLC's travelers. The TMC is required to provide NLC with highly skilled and qualified human resources of the following roles but not limited:

- Senior Consultant;
- Intermediate Consultants;
- Junior Consultants;
- Travel Manager (Operational);
- Finance Manager / Branch Accountant;
- Admin Back Office (Creditors / Debtors/Finance Processors);
- Strategic Account Manager; and
- System Administrator (General Admin).

6.15 Reporting Requirements

The successful bidder will report to Finance Division.

6.16 Duration of the Project

The expected duration of the project is six (6) months after the signing of a Service Level Agreement (SLA).

7. PRICING MODEL

NLC requires bidders to propose two pricing models being the transactional fee model and the management fee model. NLC will at their discretion select the best possible cost-effective solution.

7.1 Transaction Fees

- **Refer Annexure A3: Pricing Schedule**

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

7.2 Volume driven incentives

It is important for bidders to note the following when determining the pricing:

- National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers.
- No override commissions earned through NLC reservations will be paid to the TMCs;
- An open book policy will apply and any commissions earned through the NLC volumes will be reimbursed to NLC; and
- TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the NLC.

SECTION 2: NOTICE TO BIDDERS

1. Terms and conditions of Request for Proposals (RFP)

- 1.1 This document may contain confidential information that is the property of the NLC.
- 1.2 No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFP without prior written permission from the NLC.
- 1.3 All copyright and intellectual property herein vests with the NLC.
- 1.4 Late and incomplete submissions will not be accepted.
- 1.5 No services must be rendered, or goods delivered before an official NLC Purchase Order form has been received.
- 1.6 This RFP will be evaluated in terms of the 80/20 preference point system
- 1.7 Suppliers are required to register on the Central Supplier Database at www.csd.gov.za.
- 1.8 Suppliers must provide their CSD registration number (and attach a CSD Registration report) and ensure that their tax matters are compliant.
- 1.9 All questions regarding this RFP must be forwarded to bids@nlcsa.org.za.
- 1.10 Any supplier who has reasons to believe that the RFP specification is based on a specific brand must inform the NLC via the email addressed in 1.9.

2. General rules and instructions

- 2.1 News and press releases
 - 2.1.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, the NLC.
- 2.2 Precedence of documents
 - 2.2.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
 - 2.2.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter, and which appear in section 217 of the constitution of the republic shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that the NLC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by the NLC.

- 2.2.3 It remains the exclusive domain and election of the NLC as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the commission in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.
- 2.3 Preferential procurement reform
- 2.3.1 The commission supports B-BBEE as an essential ingredient of its business. In accordance with government policy, the NLC insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 2.4 National Industrial Participation Programme
- 2.4.1 The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD).
- 2.5 Language
- 2.5.1 Bids shall be submitted in English.
- 2.6 Gender
- 2.6.1 Any word implying any gender shall be interpreted to imply all other genders.
- 2.7 Headings
- 2.7.1 Headings are incorporated into this RFP document and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.
- 2.8 Occupational Injuries and Diseases Act 13 of 1993
- 2.8.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this RFP and/ or subsequent agreement. the commission reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to the commission.

2.9 Processing of the Bidder's Personal Information

- 2.9.1 All Personal Information of the Bidder, its employees, representatives, associates and sub-contractors ("Bidder Personal Information") required under this RFP is collected and processed for the purpose of assessing the content of its tender proposal and awarding the bid. The Bidder is advised that Bidder Personal Information may be passed on to third-parties to whom the commission is compelled by law to provide such information. For example, where appropriate, the commission is compelled to submit information to National Treasury's Database of Restricted Suppliers.
- 2.9.2 All Personal Information collected will be processed in accordance with POPIA and with the commission Data Privacy Policy.
- 2.9.3 The following persons will have access to the Personal Information collected:
- 2.9.3.1 The commission personnel participating in procurement/award procedures; and
- 2.9.3.2 Members of the public: within seven working days from the time the bid is awarded, the following information will have to be made available on National Treasury's e-Tender portal:
- 2.9.3.2.1 contract description and bid number;
- 2.9.3.2.2 names of the successful bidder(s) and preference points claimed;
- 2.9.3.2.3 the contract price(s) (if possible);
- 2.9.3.2.4 contract period;
- 2.9.3.2.5 names of directors; and
- 2.9.3.2.6 date of completion/award.
- 2.9.4 The commission will ensure that the rights of the Bidder and of its employees and representatives (i.e. the right of access and the right to rectify) are effectively guaranteed in accordance with the procedures as specified in the commission PAIA manual.
- 2.9.5 In signing this document, the Bidder consents to the use of its Personal Information for the purposes as specified in section 2.9.1 above.

3. Formal Briefing Session

- 3.1 There will be no formal briefing session.

4. Validity Period

- 4.1 The Commission requires a validity period of 120 [one hundred and twenty] Business Days [from closing date] against this TOR.
- 4.2 Bidders are to note that they may be requested to extend the validity period of their bids, on the same terms and conditions, if the internal evaluation process are not finalised within the validity period.

5. National Treasury's Central Supplier Database

- 5.1 Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.
- 5.2 The Commission may not award business to a bidder who has failed to register on the CSD.
- 5.3 Only foreign suppliers with no local registered entity need not register on the CSD.
- 5.4 The CSD can be accessed at <https://secure.csd.gov.za/>

6. Confidentiality

- 6.1 Bids submitted for this Request for Proposals will not be revealed to any other bidders and will be treated as contractually binding;
- 6.2 The Commission reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in Bid Proposals.
- 6.3 The Bidder acknowledges that it will obtain and have access to personal information of The NLC and agrees that it shall only process the information disclosed by the NLC in terms of this bid award and only for the purposes as detailed in this RFP and in accordance with any applicable law.
- 6.4 The Bidder shall notify the NLC in writing of any unauthorized access to personal information and the information of a third party, through cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such

7. Communication

- 7.1 Specific queries relating to this RFP should be submitted bids@nlcsa.org.za, before the closing date.
- 7.2 In the interest of fairness and transparency the NLC's response to such a query may be made available to other bidders.
- 7.3 It is prohibited for bidders to attempt, either directly or indirectly, to canvass any officer or employee of the NLC in respect of this RFP between the closing date and the date of the award of the business.
- 7.4 Bidders found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

Section 3: EVALUATION CRITERIA

The six (6) phase evaluation criteria will be considered in evaluating the proposals, being

Stage 1: Tender Closing and Opening

1.1 Tender closing details

The deadline for Tender submission is 28 February 2023 at 11:00am Standard South African Time. Any late tenders will not be accepted. Tenders are to be submitted to the NLC's tender box at the following physical address:

National Lotteries
Commission 333 Grosvenor Street
Block D, Hatfield
Gardens Hatfield, Pretoria
0083

1.2 Bid Formats

Bid submissions must be submitted in a PDF format that is protected from any modifications, deletions, or additions.

Financial/pricing information must be presented in a separate attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.

Submissions must be prominently marked with the full details of the tender namely Bidder's Name, Tender No and Tender Title.

Tender submissions received after submission date and time will be declared late and will not be accepted for consideration by the NLC.

The NLC will not be responsible for any failure or delay in the submission or receipt of the bid including but not limited to:

- Traffic.
- Struggling to find parking.
- Courier arriving late.

Stage 2: Administrative and Mandatory Compliance

2.1 ADMINISTRATIVE COMPLIANCE

- All bids will be evaluated in terms of functionality and preference point system which comprises the following: bid submissions must be submitted in a PDF format that is protected from any modifications, deletions, or additions.
- The NLC has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Evaluation (Gate 2) and B-BBEE
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and special goals).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

STAGE 1: INITIAL SCREENING PROCESS

GATE 1: MANDATORY REQUIREMENTS

All bid respondents must submit mandatory documents that comply with all mandatory requirements. Bids that do not fully comply with the mandatory requirements will be disqualified and will not be considered for further evaluation.

EVALUATION CRITERIA	SUPPORTING DOCUMENTS
Bidders are required to submit a valid International Air Transport Association (IATA) license/ certificate.	Certified copy of the certificate (IATA license)
Bidders must submit proof of active membership with the Association of South African Travel Agents (ASATA).	Certified copy of the certificate
Returnable documents (standard bidding documents) and/or schedules were completed, duly signed by the authorized person.	SBD Forms duly completed and signed and pricing schedules.

Bidders must submit a fully complete declaration of interest form (failure to declare honestly will lead to bidder being disqualified)	SBD 4
Company Registration Certificate with the list of directors	Certified copy CIPC Certificates

GATE 1: ADMINISTRATIVE COMPLIANCE EVALUATION

Financial/pricing information must be presented in a separate attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.

Evaluation Criteria	Supporting Document
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned, bids must be labelled neatly 	Technical and Financial Proposal
<ul style="list-style-type: none"> Whether the Standard Bidding document has been duly signed by the authorised bidder official 	SBD forms
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	Pricing schedule
<ul style="list-style-type: none"> The bidder must submit a full CSD report with a compliant tax status not older than five (5) days prior the closing date of the bid. 	CSD Report

STAGE 2 : TECHNICAL EVALUATION (PHASE 2)

Rating scale to be followed for evaluation process.

TABLE 1

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

TABLE 2

TECHNICAL EVALUATION CRITERION	WEIGHT	RATING SCORES 0 - 5
1. BIDDERS EXPERIENCE: BIDDER'S PROVEN COMPETENCY IN RENDERING THE REQUIRED TRAVEL SERVICES	15	
<p>Written Reference Letters</p> <p>Bidders must provide reference letters from at least five (5) contactable references, (different organizations) within the past 5 years. Letters from 1 client will be considered as 1 reference. The reference letter must indicate on the letter that the referee successfully rendered the travel management services including an online booking tool and indicate the contract value. The reference letter must be signed and dated, on the company letterhead of the client and must have contactable email address):</p> <p>if the reference letter does not comply with the requirements, it will be not considered.</p> <p>Bidders must take note of the following:</p> <p><i>NLC reserves the right to conduct due diligence in terms of the reference letters submitted.</i></p> <p><i>No appointment letters from clients will be accepted.</i></p> <p><i>More than 1 reference letter from 1 client will serve as 1 reference letter</i></p>		<p>5 reference letters from different clients (past 5 years from the closing date of bid submission) = 5</p> <p>4 reference letters from different clients (past 5 years from the closing date of bid submission) = 4</p> <p>Minimum 3 reference letters from different clients (past 5 years from the closing date of bid submission) = 3</p> <p>2 reference letters from different clients (past 5 years) = 2</p> <p>1 reference letter from one (1) client (past 5 years) = 1</p> <p>No written reference letters OR reference letter/s is/are older than 5 years = 0</p>

2. METHODOLOGY AND TRANSITION/PROJECT IMPLEMENTATION PLAN:	25	RATING SCORES
<p>The bidder must demonstrate detailed approach and methodology on reservations process, group bookings, and conferences in details including applicable turnaround times. 5</p> <p>Description of the afterhours and emergency services in detail, including applicable turnaround times. 5</p> <p>Bidder must describe how queries, requests, changes and cancellations will be handled. Bidder must detail a mitigation and issue resolution process and a detailed response plan indicating performance standards with respect to resolving service issues. 5</p> <p>Bidders must provide a detailed onboarding plan for implementing the service without service interruptions. 5</p> <p>Description of the communication process that links the traveler, travel administrator/booker and travel management company will be linked in one smooth continuous workflow. , including applicable turnaround times. Describe how you will ensure that travel bookers are informed of the travel booking process. 5</p> <p>, Describe roles and responsibilities of assigned staff and provide the staff structure for this account,</p>		<p>Rating scale as provided on Table 1 to be followed for the evaluation of this criteria.</p> <p>Non-compliance to the evaluation requirement / poor proposal / No proposal/information submitted = 0</p>

4. FINANCIAL MANAGEMENT	20	RATING SCORES
<p>Bidder must describe how implementation of negotiated rates and maximum allowable rates established by the National Treasury will be affected (as per current NT instruction note no. 7 of 2022/23). 5</p> <p>Bidder must describe how the 30-day bill-back account facility will be managed, . 5</p> <p>Bidder must describe how pre-payments will be handled where it is required. Describe credit card reconciliation process, 5</p> <p>Bidder must describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to NLC 5</p>		<p>Rating scale as provided on Table 1 to be followed for the evaluation of this criteria.</p> <p>Non-compliance to the evaluation requirement / poor proposal / No proposal/information submitted = 0</p>
5. TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	15	RATING SCORES
Bidders must provide methodology with the following details:		Rating scale as provided on Table 1 to

<p>The proposed booking system which includes access, user rights, approval workflows (integration with the NLC) approval levels, allowance for accounting and reporting as and when required.</p> <p>Bidder must describe how NLC travel consultant/users' can access and book web airfares, and hotel web rates. Bidder must provide actual examples of standard reports currently have available and examples of customized reports and dashboards. Bidder must provide monthly reporting requirement as prescribed</p> <p>Bidder must describe how they will manage data and management information (in compliance with the POPI Act 4 of 2014) such as traveler profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveler behavior, and transaction level data. (this must include management of of information between agency and their stake holders)</p>	<p>5</p> <p>5</p> <p>5</p>	<p>be followed for the evaluation of this criteria.</p> <p>Non-compliance to the evaluation requirement / poor proposal / No proposal/information submitted = 0</p>
<p>6. ACCOUNT MANAGEMENT AND CUSTOMER SATISFACTION</p>	<p>15</p>	<p>RATING SCORES</p>
<p>Bidder must provide the proposed Account Managers profile, including relevant experience.</p> <p>Bidder must describe what quality control procedures/processes you have in place to ensure that your clients receive consistent quality service.</p> <p>Provide a detailed response indicating performance standards with respect to resolving service issues and complaint handling procedure. Indicate what</p>	<p>5</p> <p>5</p> <p>5</p>	<p>5 years = 5 3 Years = 3 1 Years =1 No experience = 0</p> <p>Rating scale as provided in Table 1 to</p>

workshops/ training will be provided to travelers and travel bookers.		be followed for the evaluation of this criteria. Non-compliance to the evaluation requirement / poor proposal / No proposal/information submitted = 0	
7. COST MANAGEMENT AND VALUE-ADDED SERVICES	10		
Bidders must describe how cost savings will be realised savings on annual travel spend and detailed strategic cost savings. Bidder must provide detailed information on all value-added services on offered.	5 5	Rating scale as provided in Table 1 to be followed for the evaluation of this criteria. Non-compliance to the evaluation requirement / poor proposal / No proposal/information submitted = 0	
	TOTAL	100 Points	
	BIDDERS MUST REACH A MINIMUM OF % TO QUALIFY TO THE NEXT STAGE OF EVALUATIONS	70%	

(PHASE 4): PRICE AND SPECIAL GOALS SET FOR THIS TOR (80+20) = 100 POINTS

Only Bidders who have passed all three (3) gates will be evaluated in Gate 4 for price and

special goals. Price and special goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Special goals (maximum 20 points)

Stage 4: Pricing and special goals

The evaluation for Pricing and special goals will include the following

Evaluation Criteria	Final Weighted Scores
<p>Price</p> <p>The following formula will be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:</p> $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where:</p> <p><i>Ps</i> = Score for the Bid under consideration</p> <p><i>Pt</i> = Price of Bid under consideration</p> <p><i>Pmin</i> = Price of lowest acceptable Bid</p>	80

Special goals			20
The following table will be used to calculate the score out of 20 for special goals evidenced by the certificate or affidavit.			
THE SPECIFIC GOAL ALLOCATED FOR THIS TENDER	NUMBER OF POINTS ALLOCATED	SUPPORTING DOCUMENTS	
Entities who are at least 51 % black owned	10	Shareholders Certificate/Company registration Certificate/& CSD report	
Women owned entities with (at least 51% black ownership)	6	Certified copies of ID for directors	
EME or QSE who is a level 1 BEE	4	Certified copie of BEE affidavit	
TOTAL SCORE:			100

Stage 5: Due Diligence

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

Stage 6: Contract and Award

The stage is for negotiation after receipt of formal tenders and before the conclusion of contracts with suppliers/contractors submitting the lowest acceptable tender with a view to obtaining an improvement in price, delivery or content, in circumstances which do not put other tenderers at a disadvantage or affect adversely their confidence or trust in the competitive system. Bidders may be requested to provide their best and final offers based on contract negotiations.



BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 ¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to



direct the course and decisions of the enterprise Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be,



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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.

-
- 3.5 2 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD



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THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD4



SBD4



SBD4

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender for black ownership of the entity	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Entities who are at least 51 % black owned	10	
Women owned entities with (at least 51% black ownership)	6	
EME or QSE who is a level 1 BEE	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

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SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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SCM:
CONSENT
REQUEST FORM

REQUEST FOR THE CONSENT OF A DATA SUBJECT FOR PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF PROCUREMENT OF GOODS AND SERVICES APPLICATION, IN LINE WITH THE NLC's SUPPLY CHAIN MANAGEMENT POLICY, IN TERMS OF SECTION 11(1)(a) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO.4 OF 2013) ("**POPIA**").

TO: _____

FROM: _____

ADDRESS: _____

Contact number: _____

Email address: _____

PART A

1. In terms of the PROTECTION OF PERSONAL INFORMATION ACT, consent for processing of personal information of a data subject (the person/entity to whom personal information relates) must be obtained for the purpose of processing of application for procurement of goods and services, in line with the NLC's supply chain management policy, and storage of your personal data by means of any form of electronic communication, including automatic calling machines, facsimile machines, SMSs or e-mail, which is prohibited unless written consent to the processing is given by the data subject. You may only be approached once for your consent by us (NLC). After you have indicated your wishes in Part B, you are kindly requested to submit this Form either by post, facsimile or e-mail to the address, facsimile number or e-mail address as stated above.

2. "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—
 - 2.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 2.2 dissemination by means of transmission, distribution or making available in any other form; or
 - 2.3 merging, linking, as well as restriction, degradation, erasure or destruction of information.

3. "Personal information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—
 - 3.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well- being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 3.2 information relating to the education or the medical, financial, criminal or employment history of the person;

- 3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 3.4 the biometric information of the person;
- 3.5 the personal opinions, views or preferences of the person;
- 3.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 3.7 the views or opinions of another individual about the person; and
- 3.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

Full names of the designated person on behalf of the Responsible Party

Signature of Designation person

PART B

I, _____ (full names), duly authorized, hereby:
Consent to the processing of my/our personal information for the application of
procurement of goods and services, in line with the NLC supply chain management
policy, in terms of section 11(1)(a) of POPIA.

SPECIFY GOODS AND SERVICES (Edit/Click on services not required):

- Product Information
- Product Updates
- Industry Newsletters
- Price Changes

Method of Communication will be via: Email/Postal

- Give my consent.

By Ticking the next box, I am aware that I am Digitally Signing this Consent
request Form:

Full Name:

Date:

WITHDRAWAL OF CONSENT ONCE GIVEN

You may withdraw your consent at any time.

Write or email us at the address above, advising us of your consent withdrawal