REFERENCE: IEC/MP-05/2017

CLOSING DATE: 8 NOVEMBER 2017

ENQUIRIES
TECHNICAL SPECIFICATIONS: Dr Jake Pretorius
   Tel: 012 622 5283 Email: Pretoriusj@elections.org.za

ADMINISTRATIVE ENQUIRIES: Mr Vincent Qwabe Tel: (012) 622-5576

To whom it may concern

Manager: Procurement & Asset Management
Electoral Commission
Private Bag X112
CENTURION
0046

Sir/Madam

TENDER IEC/MP-05/2017
PROVISION OF CORPORATE CONFERENCE AND TRAVEL MANAGEMENT SERVICES

Kindly furnish the Electoral Commission (IEC) with a tender for the supply of goods/services as per attached documents.

The conditions contained in the Electoral Commission’s policy documents and all other conditions stated in this tender, will apply to your submission.

This tender, as formulated, contains relevant Electoral Commission’s tender documents/forms that must be completed.

A BID BRIEFING SESSION WILL BE CONDUCTED AT 11:00 ON 25 OCTOBER 2017 AT THE FOLLOWING ADDRESS:

IEC Building
23 Rood Street
NELSPRUIT

Kindly tender by completing the relevant forms and deposit the tender in the tender box at the Electoral Commission’s address as specified on page 2 before the closing date and time.

The Electoral Commission takes no responsibility for any late tenders, whatever the reason may be.

Yours sincerely

MARIUS STEYN
MANAGER: PROCUREMENT AND ASSET MANAGEMENT

Electoral Commission

Ensuring Free and Fair Elections

Commissioners: Mr V.G. Mashinini (Chairperson) • Mr I.T. Tselane (Vice-Chairperson) • Judge G.M. Mkhanya • Rev. B.B. Finco • Ms J.Y. Love
National Office: Election House, Riverside Office Park, 1300 Heuwel Avenue, Centurion, 0157 • P/Bag X112, Centurion, 0046
Tel (+27) 12 622 5700 • Fax (+27) 12 622 5784
TENDER NUMBER: IEC/MP-05/2017
PROVISION OF CORPORATE CONFERENCE AND TRAVEL MANAGEMENT SERVICES

CLOSING TIME: 11:00 CLOSING DATE: 8 NOVEMBER 2017

YOU ARE HEREBY INVITED TO TENDER TO THE ELECTORAL COMMISSION OF THE
REPUBLIC OF SOUTH AFRICA, (THE COMMISSION).

THIS TENDER MUST BE COMPLETED AND ALL APPLICABLE PAGES RETURNED AS PART
OF YOUR TENDER SUBMISSION - DO NOT RETYPE OR SUBSTITUTE IN ANY OTHER FORM.

ALL TENDER FORMS (PAGE 2 THROUGH TO PAGE 54) MUST BE COMPLETED AND
SIGNED IN ORIGINAL INK. FORMS WITH PHOTOCOPIED SIGNATURES/INITIALS OR ANY
OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE
TENDER BEING DISQUALIFIED!

SUBMIT THE TENDER IN A SEPARATE SEALED ENVELOPE OR SUITABLE CONTAINER IF
NECESSITATED AND WRITE YOUR COMPANY NAME AS WELL AS THIS TENDER
REFERENCE NUMBER (IEC/MP-05/2017) ON THE ENVELOPE/CONTAINER.

SERVICE PROVIDERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO
THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX. TENDER DOCUMENTS
MUST ONLY BE DEPOSITED IN THE TENDER BOX (ES) WHICH ARE IDENTIFIED AS
TENDER BOX (ES) OF THE COMMISSION.

TENDER DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT, BY NOT
LATER THAN THE CLOSING DATE AND TIME:

IEC Building
23 Rood Street
NELSPRUIT

THE TENDER BOX WILL BE OPEN DURING OFFICE HOURS.

TENDERS SUBMITTED IN INCORRECT TENDER BOX (ES) OF THE COMMISSION, AND NOT
IN THE BOX STIPULATED ABOVE WILL NOT BE CONSIDERED.

TENDERS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE
ACCEPTED FOR CONSIDERATION.

TENDERS SUBMITTED BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS
SUCH AS eMAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

THE ELECTORAL COMMISSION WILL PUBLISH THE AWARD OF THIS TENDER IN THE
GOVERNMENT TENDER BULLETIN AND APPLICABLE MEDIA AS REQUIRED. SERVICE
PROVIDERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. NO GENERAL
NOTICES TO SUCCESSFUL OR UNSUCCESSFUL SUPPLIERS WILL BE ISSUED.

SUCCESSFUL TENDERERS WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT,
AND/OR WILL BE ISSUED WITH AN OFFICIAL PURCHASE ORDER AS NECESSARY.
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**SERVICE PROVIDERS INITIALS / SIGNATURE**

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender! Failure to sign/initial any alterations or corrections made may also invalidate your tender!!

The use of any correction fluid, tape or similar products may invalidate your tender submission!!
BACKGROUND

The Electoral Commission (the Commission) is a permanent body established in terms of Chapter 9 of the Constitution of the Republic of South Africa and the Electoral Commission Act 51 of 1996. It is responsible for managing and administering all elections and promoting and safeguarding democracy in South Africa. Although publicly funded and accountable to Parliament, the Electoral Commission is independent of government.

In terms of Section 190 of the Constitution of the Republic of South Africa (Act 108 of 1996), the Electoral Commission must:

- Manage elections of national, provincial and municipal legislative bodies;
- Ensure that those elections are free and fair;
- Declare the results of those elections; and
- Compile and maintain a voters’ roll.

Duties of the Electoral Commission as stated in Section 5 of the Electoral Commission Act require that the Electoral Commission:

- Compile and maintain a register of parties;
- Undertake and promote research into electoral matters;
- Develop and promote the development of electoral expertise and technology in all spheres of government;
- Continuously review electoral laws and proposed electoral laws, and make recommendations;
- Promote voter education;
- Declare the results of elections for national, provincial and municipal legislative bodies within seven days; and
- Appoint appropriate public administrations in any sphere of government to conduct elections when necessary.

The Electoral Commission currently operates in approximately 234 municipal electoral offices, nine provincial offices and warehouses and the national office and warehouse in Pretoria.
GENERAL TENDER CONDITIONS

1. These conditions form part of the tender and failure to comply with these may invalidate a tender.

2. The following definitions shall apply:
   (a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance, fund contributions and skills development levies;
   (b) B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
   (c) “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;
   (d) “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;
   (e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
   (f) “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
   (g) “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;
   (h) “contract” means the agreement (including a service level agreement) that results from the acceptance of a bid by the Electoral Commission;
   (i) “EME” means any enterprise with an annual total revenue that is less than the prescribed threshold value;
   (j) “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;
   (k) “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;
   (l) “non-firm prices” means all prices other than “firm” prices;
   (m) “person” includes a juristic person;
   (n) “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;
3. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.

4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used.

5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.

6. Tenders must not be qualified by the service provider’s own conditions of tender. Failure to comply with this requirement shall invalidate the tender.

7. Failure on the part of the service provider to sign/initialed applicable pages of this tender form and thus to acknowledge and accept the conditions in writing shall invalidate the tender submission.

8. Failure on the part of the service provider to complete the attached forms, questionnaires and specifications' document in all respects shall invalidate the tender submission.

9. All changes/alterations in the tender document should be signed/initialed. Failure on the part of the service provider to sign/initialed any alterations and/or corrections made to information provided in this tender form may invalidate the tender.

10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document may invalidate your tender submission.

11. Any changes/alterations to pricing that are not signed/initialed are considered material, and shall invalidate the tender submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the tender submission.
12. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the tender submission.

13. Service providers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated. Incomplete tender submissions (i.e. with missing pages) shall be disqualified.

14. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes.

15. Tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.

16. National Treasury has placed an obligation on all service providers that intend doing business with government to register on its Central Supplier Database (CSD). The Electoral Commission will not contract any service provider that is not registered on the CSD.

17. It is an absolute requirement that the tax affairs of the successful service provider must be in order.

18. Your entity's tax compliance status is indicated in the Central Supplier Database (CSD). The Electoral Commission will only contract service providers whose tax status is compliant. This means that if you were tax compliant during the bidding phase but become non-compliant before the adjudication is completed, your bid will be disqualified. It remains your responsibility to ensure that your taxes are in order, remain in order and that this is reflected on the CSD. You must also ensure that all subcontractors (if applicable) are tax compliant.

19. Firm tender prices and delivery periods are preferred. Consequently, service providers must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.

20. When the contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:
   (a) customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
   (b) any such duty, levy or tax is legally changed or abolished; and
   (c) the onus of proof of the effect of such events shall lie with the service provider.

21. If non-firm prices are tendered, the following rules shall apply.
   (a) In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.
   (b) Where the service provider is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.
(c) As an alternative, the service provider may specify a formula in the tender submission, on the form provided for this purpose, for the purpose of adjusting prices in accordance with published indices.

(d) Where the service provider is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the service provider in the net cost of the supplies on which the tender price was based. When any such increase or reduction in costs occurs, the service provider shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.

22. Where prices are subject to exchange rate fluctuations, service providers must take that factor into account when tendering and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the tender submission.

23. Discounts offered by any service provider as part of their tender submission may be considered by the Electoral Commission at its sole discretion in the tender adjudication process.

24. The technical tender specifications form an integral part of the tender document and service providers shall indicate in the space/s provided whether the specific services offered are according to specification or not.

25. In cases where the services offered are not according to specification, the deviations from the specifications shall be indicated. Specifications may not, however, be changed in the tender forms provided as that shall invalidate a tender submission.

26. Unless specifically provided for in the tender document, no tenders transmitted by facsimile or email will be considered.

27. Service providers are requested to promote local content as far as possible.

28. A service level agreement (SLA/contract) may be entered into with the successful service provider.

29. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful service provider.

30. Any service provider found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.

31. In accordance with the Electoral Commission’s policy, the Electoral Commission reserves the right to procure goods/services outside of the contract if, inter alia, an emergency arises; the service provider’s point of supply is not situated at or near the place where services are required or, if the service provider’s services are not readily available.

32. The Electoral Commission reserves the right to negotiate the extension of the contract at its sole discretion.

33. The Electoral Commission may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful service provider if and when relevant.

34. Tender submissions received by the Electoral Commission and bid evaluation, assessment and adjudication reports that may contain sensitive information relating to specific bids are not available for perusal by the public.
35. All information supplied by the Electoral Commission will be in the strictest confidence and will remain the proprietary information of the Electoral Commission. No service provider will be permitted to disclose any such information to any third party without the prior express written authority and/or consent of the Electoral Commission.

36. Should the service provider fail to comply with any of the conditions of the contract, the Electoral Commission shall be entitled, without prejudice to any of its other rights, to:
   (a) arrange for the execution of the service/s not rendered or not in conformity with the specifications of the contract; and
   (b) recover all costs, losses or damages it has incurred or suffered as a result of the service provider’s conduct; or
   (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangement due to such cancellation.

37. All acquisitions for goods/services made by the Electoral Commission are subject to the following conditions:
   (a) No variations from the terms and conditions herein contained, and no contrary stipulation by the service provider shall be valid and binding unless confirmed by the Electoral Commission in writing.
   (b) The Electoral Commission reserves the right to cancel any order if delivery is not made in due time and the service provider will not be entitled to any cancellation fees.
   (c) Part deliveries will only be accepted on prior arrangement with the Electoral Commission.
   (d) If delivery is not met as per agreement, the Electoral Commission reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the service provider’s conduct.
   (e) No price adjustments shall be accepted unless stipulated in the tender document received. The service provider will be obliged to sell at tendered prices.
   (f) The Electoral Commission shall not be responsible for any risk in relation to the goods before delivery.
   (g) The Electoral Commission shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.
   (h) The Electoral Commission shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the service provider.
   (i) The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to the Electoral Commission. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.
   (j) Detail provided on invoices issued to the Electoral Commission must correspond to the detail of the service provider as registered on the Central Supplier Database (CSD). It remains the service provider’s responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to the service provider.
   (k) Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of the Electoral Commission’s account in your book. Every effort shall be made to take advantage of special discounts.
38. No damages shall be claimable by the Electoral Commission in respect of any reasonable period of delay which the service provider can prove to the satisfaction of the Electoral Commission to be directly due to unforeseen events and/or any force majeure.

39. If the execution of any contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in writing to the Procurement and Asset Management Department, and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.

40. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.

41. Service providers may, at the discretion of the Electoral Commission, be requested to submit samples, make presentations and/or written submissions in order for the Electoral Commission to assess compliance with tender conditions and specifications.

42. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2017. These regulations require service providers to submit valid original or certified copies of their B-BBEE Status Level Certificates from accredited verification agencies or an affidavit as applicable.

43. The following preference point systems is applicable to all bids:
   (a) the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
   (b) the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).

44. The value of this tender is estimated to not exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 scoring system shall be applicable.

45. If it is unclear which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

46. Preference points for this bid shall be awarded for:
   (a) Price (80 or 90 as applicable); and
   (b) B-BBEE Status Level of Contribution (20 or 10 as applicable).

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

\[
80/20 \text{ or } 90/10 \quad P_s = \begin{cases} 
80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) & \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) 
\end{cases}
\]

Where

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( Pt \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

48. 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:
49. Bidders who qualify as exempted micro enterprises (EMEs) in terms of the B-BBEE Act must submit a sworn affidavit (with the exception of sector codes).

(a) For sectors not repealed nor amended, a B-BBEE status level certificate issued by an Accounting Officer as contemplated in the Close Corporation Act (CCA), or a Verification Agency accredited by South African Accreditation System (SANAS) or a Registered Auditor. Registered auditors do not need to meet the prerequisite for Independent Regulatory Board of Auditors (IRBA) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

50. Bidders who qualify as qualifying small enterprises (QSEs) in terms of the B-BBEE Act must submit a sworn affidavit or B-BBEE status level certificate as applicable.

(a) QSEs with at least 51% black ownership must submit an B-BBEE QSE sworn affidavit.

(b) QSEs with 50% or less black ownership must submit their original and valid B-BBEE status level certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by South African Accreditation System (SANAS).

51. Bidders other than EMEs or QSEs with at least 50% black ownership must submit their original and valid B-BBEE status level certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by South African Accreditation System (SANAS).

52. Failure on the part of a bidder to complete and/or to sign this form and submit a sworn affidavit, or an original or a certified copy of a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

53. A trust, consortium or joint venture, will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

54. A trust, consortium or joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE status level certificate as if it were a group structure and that such a consolidated B-BBEE status level certificate is prepared for every separate bid.

55. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

56. 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.

57. 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.

58. The Electoral Commission 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 preference points, in any manner required by the Electoral Commission. In the event that no response is received from the issuer of the certificate after 48 hours no B-BBEE points will be allocated in the final scoring.

59. The bidder obtaining the highest number of total points will be awarded the contract subject to complying with all the other requirements, such as, meeting the technical specifications and satisfying the due diligence audit.

60. 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.

61. Points scored will be rounded off to the nearest 2 decimal places.

62. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

63. 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 will be the one scoring the highest score for functionality.

64. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

65. Any legal person, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).

66. 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 –

(a) the bidder is employed by the state; and/or

(b) 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.

67. The Public Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state. This Act will take effect on a date still to be determined by the President. Should your bid be submitted on a date after such determination by the President, you may be disqualified in terms of this Act.
This standard document must be completed by the service provider and must form part of all bids.

In the case of a consortium or joint venture, every member of the consortium or joint venture must complete the questionnaire.

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the questionnaire.

Separate forms must be used in each case.

Failure to complete and sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!!

The use of any correction fluid, tape or similar products may invalidate your tender submission!!

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Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!!

Where the space provided is insufficient, annexes must be submitted with the relevant information.

False documents shall and/or the omission of information may invalidate your tender.

This form also serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

Any bid may be disregarded if the bidder or any of its directors or shareholders has-

- abused the Electoral Commission’s supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

PROSPECTIVE BIDDERS MUST REGISTER ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING THEIR BIDS. FAILURE TO REGISTER ON THE CSD SHALL INVALIDATE YOUR TENDER.

A BIDDER’S TAX AFFAIRS MUST BE IN ORDER TO BE CONSIDERED IN THE ADJUDICATION OF THIS TENDER. A BIDDER’S TAX COMPLIANCE STATUS IS REFLECTED ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD).

A BIDDER’S TAX COMPLIANCE STATUS SHALL APPLY AS IT WAS AT THE TIME OF THE AWARD OF THE TENDER. THE TENDER SHALL ONLY BE AWARDED TO A BIDDER THAT IS TAX COMPLIANT. THE ELECTORAL COMMISSION VERIFIES TAX STATUS AGAINST THE CSD. ANY BID WITH A NON-COMPLIANT TAX STATUS SHALL BE REJECTED AT THE TIME OF THE AWARD OF THE TENDER. TAX NON-COMPLIANT BIDDERS ARE, THEREFORE, ENCOURAGED TO CONTINUOUSLY MONITOR THEIR TAX COMPLIANCE STATUS ON THE CSD AND MUST ENSURE THAT THEIR STATUS REFLECTS AS TAX COMPLIANT. BIDDERS MUST RESOLVE ANY PENDING TAX ISSUES WITH SARS TIMEOUSLY AS IT TAKES TIME FOR STATUS CHANGES TO BE EFFECTED FROM THE SARS TAX COMPLIANCE SYSTEM (TCS) TO THE CSD.

ALTHOUGH NOT ALL THE INFORMATION REQUESTED HEREUNDER MIGHT BE RELEVANT TO THE SPECIFIC REQUIREMENTS OF THIS TENDER, YOU ARE REQUESTED TO COMPLETE THE DOCUMENT WITH AS MUCH RELEVANT DETAIL AS POSSIBLE.

THE INFORMATION MAY BE USED DURING THE BID EVALUATION PROCESS OF THE TENDER.
TENDER QUESTIONNAIRE (INCLUDING THE CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9), DECLARATION OF BIDDER’S PAST SUPPLY CHAIN PRACTICES (SBD8), DECLARATION OF INTEREST (SBD4) AND THE ENTERPRISE DECLARATION AFFADAVIT)

Important note: Where more space is required for additional information please use photocopies of the applicable page/s.

ORGANISATIONAL PROFILE

1. Name of business entity (bidder): ……………………………………………………………
2. Company CIPC registration number (if applicable)…………………………………………
3. Central Supplier Database (CSD) registration number:
   M A A A

Your unique registration number as provided above will be used to capture your company details as a vendor to the Electoral Commission. The Electoral Commission will draw your registration detail from the National Treasury Central Supplier Database (CSD) and any changes (including banking details) you effect to your registration on the CSD will automatically update your registration as a vendor to the Electoral Commission. Detail provided on invoices issued to the Electoral Commission must correspond to the detail of your company as registered on the Central Supplier Database (CSD). It remains your responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to you.

4. Contact number:........................................................................................................
5. Contact person (person representing bidder)………………………………………………
6. eMail address:............................................................................................................
7. Type Of Company/ Firm
   ☐ Partnership/Joint Venture / Consortium
   ☐ One person business/sole propriety
   ☐ Close corporation
   ☐ Company
   ☐ (Pty) Limited
   [TICK APPLICABLE BOX]
8. Describe Principal Business Activities
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………
9. Company Classification
   ☐ Manufacturer
   ☐ Supplier
   ☐ Professional service provider
   ☐ Other service providers, e.g. transporter, etc.
   [TICK APPLICABLE BOX]
10. Total number of years the company/firm has been in business: 

11. The names of directors / members of companies are drawn from the Central Supplier Database (CSD). Please provide the detail of any trustees/shareholders/owners and their individual identity numbers that do not appear on your CSD registration in the table below.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
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</table>

12. SMME Classification (Tick one applicable to your company):

- Non-SMME
- Very Small
- Medium
- Micro
- Small
- EME

13. Please stipulate the B-BBEE status level of contribution as it appears on the certificate/affidavit for your entity

14. Is the entity an exempted micro enterprise (EME) for the purposes of the Preferential Procurement Regulations, 2017?

YES
NO

15. Has a B-BBEE status level verification certificate/affidavit been submitted?

YES
NO

16. If yes, who issued the certificate?

- Commissioner of Oaths in the case of an applicable sworn affidavit
- A verification agency accredited by the South African Accreditation System (SANAS)
- An IRBA registered auditor

All service providers must submit sworn affidavits or original or certified copies of their status level certificates together with their bid documentation in support of and confirming the B-BBEE status level indicated above. Failure to submit the affidavit or certificate will result in a bidder being deemed as a non-compliant contributor and a status level of zero (0) will be allocated.

17. Legal status of bidder (tick one box)

- Principal service provider
- Subcontractor ............% of work will be subcontracted*
- Consortium
- Joint venture (JV)
- Other, specify

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s, each subcontractor must complete the tender questionnaire (including the certificate of independent bid determination (SBD9), declaration of bidder’s past supply chain practices (SBD8), declaration of interest (SBD4) and the enterprise declaration affidavit.) Separate forms must be used in each case.

The tax affairs of subcontractors must also be in order on the Central Supplier Database (CSD).
18. In the event of subcontractors being used to render the services required in terms of this tender, **the principal service provider** must complete the schedule below in order to clearly indicate which entities will be subcontracted as well as the percentage of work to be subcontracted to each of these entities in relation to the total value of the contract.

<table>
<thead>
<tr>
<th>Name of Company to be Subcontracted</th>
<th>% Value of Total Contract Allocated to Subcontractor</th>
<th>The B-BBEE status level of the subcontractor</th>
<th>Is the subcontractor an EME or QSE (Please indicate EME, QSE, or “n/a”)</th>
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<tr>
<td>Total % of Work to be Subcontracted*</td>
<td>........................................... %</td>
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</table>

**TOTAL % OF WORK TO BE SUBCONTRACTED**

<table>
<thead>
<tr>
<th>CONTENTS OF THIS PAGE NOTED:</th>
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<tbody>
<tr>
<td>SERVICE PROVIDERS INITIALS / SIGNATURE</td>
</tr>
<tr>
<td>Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!!</td>
</tr>
<tr>
<td>The use of any correction fluid, tape or similar products may invalidate your tender submission!!</td>
</tr>
</tbody>
</table>
FINANCIAL INFORMATION

19. What is the company’s annual average turnover during the previous three financial years or such lesser period during which the business has been operating?

<table>
<thead>
<tr>
<th>Financial Year (e.g. 2015, 2016, 2017)</th>
<th>Annual Turnover</th>
<th>Gross asset value</th>
<th>Net asset value</th>
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</table>

20. Is your company listed on the Stock Exchange?  YES  NO

21. Are the prices quoted firm for the full period of the contract?  YES  NO

If the tender prices are not firm for the full period, provide details against the appropriate category(s) below:

- Non-firm prices, i.e. prices linked to statutory adjustments and other proven adjustments.  YES  NO

Explanation: ………………………………………………………………………………………

- Prices linked to fixed period adjustments.  YES  NO

- Prices linked to escalation formula adjustments.  YES  NO

Explanation: Note that for the purpose of price comparisons, the actual price inclusive of VAT that the Electoral Commission will have to pay over the contract period will be used, unless otherwise stipulated in the detailed specifications.
DELIBERABLES AND GUARANTEES

22. Is the delivery period stated in the tender firm?  
   YES  NO

23. Is the equipment guaranteed?  
   YES  NO

   Do you confirm that the required services are guaranteed in terms of any specific guarantees that may be required in the tender specification?  
   YES  NO

24. Are you the accredited representative in the Republic of South Africa of the manufacturer of the equipment offered by you?  
   YES  NO

---

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!!

The use of any correction fluid, tape or similar products may invalidate your tender submission!!
PAST SUPPLY CHAIN PRACTICES (SBD8)

25. 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?

| YES | NO |

(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 audi alteram partem rule was applied).

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

If so, furnish particulars:

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

26. 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)?

| YES | NO |

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

If so, furnish particulars:

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

27. 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 | NO |

If so, furnish particulars:

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

28. 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 | NO |

If so, furnish particulars:

..........................................................................................................................
DECLARATION OF INTEREST
(SBD4)

29. Are you or any person connected with the bidder presently employed by the state?  

   YES  NO

   If so, furnish the following particulars:
   Name of person/director/trustee/shareholder/member:  
   Name of state institution to which the person is connected:  
   Position occupied in the state institution:  
   Any other particulars:  

   Was appropriate authority to undertake remunerative work outside employment in the public sector obtained?  

   YES  NO

   Did you attach proof of such authority to the bid document?  

   YES  NO

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

   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

   If so, furnish particulars:

   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

   If so, furnish particulars:

   CONTENTS OF THIS PAGE NOTED:

   SERVICE PROVIDERS INITIALS / SIGNATURE
32. 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?

If so, furnish particulars.

33. 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?

If so, furnish particulars.
I, the undersigned, in submitting the accompanying bid:

TENDER: IEC/MP-05/2017

in response to the invitation for the bid made by The Electoral Commission do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of: ___________________________________________________________

that:

1. I have read and I understand the contents of this Certificate.

2. I certify that the information furnished in this tender submission is true and correct. I accept that the Electoral Commission may reject the bid or act against me should this declaration be found not to be true and complete in every respect.

3. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

4. I hereby tender to render all or any of the services described in the attached documents to the Electoral Commission on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.

5. I agree that:
   a) the offer herein shall remain binding upon me/us and open for acceptance by the Electoral Commission during the validity period indicated and calculated from the closing time of the tender;
   b) this tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of the Electoral Commission with which I am/we are fully acquainted;
   c) I/we agree that my/our tender shall be valid for a period of 180 days; and
   d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender.

6. I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

7. I hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

8. I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.

9. Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to the Electoral Commission for purposes of verifying my/our tax compliance status with SARS.
10. We have 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\(^1\) will not be construed as collusive bidding.

11. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, 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.

12. In particular, without limiting the generality of paragraph 10 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.

13. 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.

14. The terms of the accompanying bid have not been, and will not be, disclosed by us, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

15. 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 the bidder 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.

16. I certify that the points claimed, based on the B-BBEE status level of contribution indicated in the tender documents, qualifies the bidder for the preference shown and I acknowledge that:
   a) The information furnished is true and correct;
   b) The preference points claimed are in accordance with the General Tender Conditions as indicated in this form; and

---

\(^1\) 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.
c) In the event of a contract being awarded as a result of points claimed I may be required to furnish documentary proof to the satisfaction of the Electoral Commission that the claims are correct.

17. 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 Electoral Commission 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 ten (10) years, after the *audī alteram partem* (hear the other side) rule has been applied; and

e) forward the matter for criminal prosecution.

18. Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.

19. It is confirmed that the required tender forms have been completed in full and signed.

..................................................................................................................  .................................................................
Name and Surname in print Signature

..................................................................................................................  .................................................................
Position Name of Bidder (Service Provider)

Date.........................................................................................
BID EVALUATION CRITERIA

IMPORTANT NOTICE:
The under-mentioned criteria form an integral part of the bid assessment and evaluation process that will be followed by the Electoral Commission. Please note that tenders that do not conform to the primary compliance criteria indicated in Section A will not be considered. The bid evaluation criteria below must be read together with any additional evaluation criteria that may form part of the bid specifications.

A  Acceptance or Rejection of Tender (Primary compliance verification criteria)

Legality of tender document:
- Non-compliance with tender rules - The following shall lead to disqualification:
  - Failure to attend a compulsory briefing session (if applicable).
  - Failure to return all pages of the tender document that must be signed/initialled.
  - Failure to complete tender forms in original ink.
  - Failure to sign/initial all applicable pages of the tender document.
  - Any changes/alterations to pricing that are not signed/initialled and/or the use of correctional fluid/tape or any similar product in respect of pricing in the tender document.
  - Any changes to the tender specifications (unless formally agreed to by the Electoral Commission and recorded as such before the closure of the tender).
  - Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the tender in original ink.
  - Failure to register on the Central Supplier Database (CSD).
  - Non-compliant tax status on the Central Supplier Database (CSD).
  - Non-compliance with tender rules – In addition to (a) above, the following may lead to disqualification:
    - Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider, which the Electoral Commission may consider to be material.

Incomplete tender submission:
- The following shall lead to disqualification:
  - Rates and Prices – Schedules not completed as required.
  - Failure to submit obligatory written proposals/explanations/samples/prototypes/certificates or similar requirements.
  - In respect of subcontractors or joint ventures or consortiums, failure to complete and submit the required tender forms (pages 13-23 of the tender document) or to submit evidence that your tax affairs are in order.

B  Bid Evaluation (Technical criteria)

Inability to evaluate the tender:
- Incomplete Schedule of Rates and Prices.
- Prices and information not furnished as specified and/or required.
- Incomplete written proposals/submissions where required.

Service providers should note that ALL information requested in terms of the tender submission is required and may be used for tender evaluation purposes.
General questionnaire to ensure compliance with tender requirements/rules/conditions/specifications:

<table>
<thead>
<tr>
<th>Question</th>
<th>If YES, please tick*</th>
<th>If NO, please tick*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you duly authorised to sign the tender?</td>
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</tr>
<tr>
<td>Has the Declaration of Interest Questionnaire been duly completed and included with the other tender forms?</td>
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<td></td>
</tr>
<tr>
<td>Has the Certificate been completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have separate forms (pages 13-23) been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?</td>
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<td></td>
</tr>
<tr>
<td>Is the tender document complete – i.e. are all pages as well as compulsory returnables included/returned with your tender submission?</td>
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<td></td>
</tr>
<tr>
<td>The use of pencil to complete the tender forms will invalidate your tender. Have all applicable pages of this document been completed and signed or initialled in original ink by the signatory of the tender document?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have all corrections/alterations to information and or prices made on this document been certified/signed/initialled by the signatory of the tender document?</td>
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</tr>
<tr>
<td>Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your tender submission?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is your company (and any potential subcontractors) registered on the Central Supplier Database (CSD)? Please include a copy of your registration form in your bid submission.</td>
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</tr>
<tr>
<td>Are your tax affairs in order and reflected as being compliant on the Central Supplier Database (CSD)? As such, have you noted that your bid may be rejected at the time of awarding this tender if your tax status is non-compliant on the CSD?</td>
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<tr>
<td>Has an original or certified copy of your valid B-BBEE certificate/affidavit been attached to the tender document?</td>
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<tr>
<td>Have the General Tender Conditions been noted?</td>
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<tr>
<td>Have the Bid Evaluation Criteria been noted?</td>
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<tr>
<td>Has the Scope of Services been noted?</td>
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<td>Have prices been quoted VAT inclusive?</td>
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<tr>
<td>Have a comprehensive written proposal and/or samples/certificates/et cetera as called for in this tender been prepared and submitted with the tender document?</td>
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</table>
Appointment of a Travel Management Company to provide Corporate Conference and Travel Management Services to the Mpumalanga Provincial Office of the Electoral Commission

TENDER IEC/MP-05/2017

CORPORATE CONFERENCE AND TRAVEL MANAGEMENT SERVICES
1. **INTRODUCTION**

The Electoral Commission is a permanent body established in terms of chapter 9 of the Constitution of South Africa to promote and safeguard democracy in South Africa. Although publicly funded and accountable to Parliament, the Electoral Commission is independent of government.

Currently the operations of the Electoral Commission include a national office in Centurion, nine (9) provincial offices and 213 local offices throughout the country.

Officials of the Electoral Commission travel to domestic and international destinations on a regular basis. The Electoral Commission therefore, requires the services of a registered IATA (International Air Transport Association) and ASATA (Association of South African Travel Agents) Travel Management Company (TMC) for the provision of efficient and cost efficient travel services and related products. Safe and risk free travel is imperative. The Electoral Commission also expects its appointed service provider to contribute significantly to savings initiatives and to provide a high quality of service.

2. **PURPOSE OF THIS REQUEST FOR TENDER PROPOSAL**

The purpose of this tender is to solicit bids for the provision of travel management services to the Mpumalanga Provincial Office of the Electoral Commission based in Nelspruit. The service provider must have an established operational office within the Republic of South Africa with the necessary infrastructure to provide domestic travel and conference services.

This tender document details and incorporates the tasks and responsibilities of the potential bidder required by the Electoral Commission for the provision of corporate conference and travel management services to the Electoral Commission. This tender does not constitute an offer to do business with the Electoral Commission but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. **DEFINITIONS**

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

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. after 17:00 and before 08:00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

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

**Authorising Official** means the employee who has been delegated to authorise travel in ASATA (Association of South African Travel Agents) membership ensure professional service, ethical conduct, trustworthy behavior and that you are dealing with a market leader.

**Bill Back** means Travel Management Company’s back-office administration fee.

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

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

**Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from the original planned trip.
IATA (International Aviation Travel Association) membership - Full accreditation authorizes travel agents to sell international and/or domestic tickets on behalf of IATA member airlines. It also allows access to IATA's Billing and Settlement Plan (BSP), an efficient interface for invoicing and payment between the agent, airlines and transport providers.

MIS (Management Information System) - Is a computerized database of financial information organized and programmed in such a way that it produces regular reports.

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management.

SAP ERP (enterprise resource planning software) – System that the Electoral Commission uses for accounting, budgeting, Human resources et cetera purposes. Service Level Agreement (SLA) is a contract between the TMC and the Electoral Commission that defines the level of service expected from the TMC.

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

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

Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. air ticket, accommodation, car rental charged per type per transaction per traveller.

Traveller refers to an Electoral Commission official, consultant or contractor or any other person travelling on official business on behalf of the Electoral Commission.

Travel Authorisation is the official form utilised by the Electoral Commission reflecting the detail and order number of the trip that is approved by the relevant authorising official.

Travel Booker is the person coordinating travel reservations with the TMC consultant on behalf of the traveller, e.g. the personal assistant of the traveller.

Travel Management Company or TMC refers to the company contracted to provide travel management services (travel agents).

Travel Policy refers to the travel policy of the Electoral Commission.

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

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

VAT means Value Added Tax.

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

4. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty six) months with an option to renew in the Electoral Commission’s sole discretion for an additional 24 (twenty four) months.
on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

5. **SCOPE OF WORK**

5.1. **Background**

5.1.1. The Electoral Commission currently uses various TMC’s to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The Electoral Commission travel co-ordinator captures the requisition into the SAP ERP system which goes through an approval workflow process. The requisition is converted into a purchase order and then the approved order is forwarded to the travel management company for the travel booking.

5.1.2. The Electoral Commission’s primary objective in issuing this tender is to enter into agreement with a successful bidder who will achieve and comply with the following aspects:

- a) Provide the Electoral Commission with corporate conference and travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for the Electoral Commission without any degradation in the services;
- c) Appropriately contain the Electoral Commission’s risk and traveller risk.

5.2. **Travel Volumes**

The Electoral Commission's total volumes per annum include air travel, accommodation, car hire, conference, *et cetera*. The table below details the estimate number of transactions for the FY 2016/2017:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Estimated Number of Transactions per annum</th>
<th>Estimated Expenditure per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air travel - Domestic</td>
<td>6</td>
<td>R 10 000</td>
</tr>
<tr>
<td>Car Rental - Domestic</td>
<td>115</td>
<td>R 195 000</td>
</tr>
<tr>
<td>Accommodation - Domestic</td>
<td>75</td>
<td>R 150 000</td>
</tr>
<tr>
<td>Conferences/Events</td>
<td>43</td>
<td>R1 800 000</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td><strong>R2 155 00</strong></td>
</tr>
</tbody>
</table>

Note: These figures are 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 bids.

5.3. **Service Requirements**

5.3.1. **General**

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:
a. The travel services will be provided to all travellers travelling on behalf of the
Electoral Commission locally. This will include employees and contractors,
consultants and clients where the agreement is that the Electoral Commission
is responsible for the arrangement and cost of travel.

b. Provide travel management services during normal office hours (Monday to Friday
08:30 – 17:00) and provide after hours and emergency services as stipulated in
paragraph 15.3.7.

c. Familiarisation with current the Electoral Commission travel business processes.

d. Familiarisation with current travel suppliers and negotiated agreements that are in
place between the Electoral Commission and third parties. Assist with further
negotiations for better deals with travel service providers.

e. Familiarisation with current the Electoral Commission Travel and Subsistence Policy
and implementation of controls to ensure compliance.

f. Penalties incurred as a result 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.

g. Provide a website facility for the Electoral Commission to update their travellers’
profiles.

h. Manage the third party service providers by addressing service failures and
complaints against these service providers.

i. Consolidate all invoices from travel suppliers.

j. Provide a detailed transition plan for implementing the service without service
interruptions and engage with the incumbent service provider to ensure a smooth
transition. The following must be included in the transition plan with timelines:
   • Meeting with the Electoral Commission with regards to the travel policy,
     accounting and reporting process
   • Workshops for the Electoral Commission to present booking process
   • Operations team information
   • Loading of traveller profiles

5.3.2. Reservations

The Travel Management Company will:

a. Receive travel requests from travellers and/or travel bookers, respond with
quotations (confirmations) and availability. Upon the receipt of the relevant approval,
the travel agent will issue the required e-tickets and vouchers immediately and send
these to the travel booker and traveller via the agreed communication medium.

b. always endeavour to make the most cost effective travel arrangements based on the
request from the traveller and/or travel booker.

c. appraise themselves of all travel requirements for destinations to which travellers will
be travelling and advise the traveller of alternative plans that are more cost effective
and more convenient where necessary.

d. obtain price comparisons for all travel requests where the routing or destination
permits.

e. book the negotiated discounted fares and rates where possible.
f. keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller’s official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.

g. book parking facilities at the airports where required for the duration of the travel.

h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.

i. facilitate group bookings (e.g. for meetings, conferences, events, *et ceteraet cetera*) where necessary.

j. issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.

k. advise the traveller of all visa and inoculation requirements well in advance.

l. facilitate any reservations that are not bookable on the Global Distribution System (GDS).

m. Facilitate (i.e. payment to vendors and invoices process to the Electoral Commission) the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.

n. note that, unless otherwise stated, all cases include domestic travel bookings.

o. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.

p. Negotiated airline fares, accommodation establishment rates, car rental rates, *et ceteraet cetera*, which are negotiated directly or established by National Treasury or by the Electoral Commission are **non-commissionable**, where commissions are earned for the Electoral Commission bookings all these commissions should be returned to the Electoral Commission on a quarterly basis.

q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Electoral Commission.

r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per the Electoral Commission’s instructions.

5.3.3. **Air Travel**

a. The TMC must be able to book full service carriers as well as low cost carriers.

b. The TMC will book the most cost effective airfares possible for domestic travel.

c. The TMC should obtain price comparisons where applicable to present the most cost effective and practical routing to the traveller.

d. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).

e. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

f. 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.

g. 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.
h. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.

i. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, *et ceteraet cetera*.)

j. Assist with lounge access if and when required.

5.3.4. **Accommodation**

a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instructions of the National Treasury.

b. The TMC will obtain comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.

c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the Electoral Commission’s Travel and Subsistence Policy.

d. Electoral Commission travellers should stay at accommodation establishments with which the Electoral Commission has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or the Electoral Commission.

e. Accommodation vouchers must be issued to all the Electoral Commission travellers for accommodation bookings and must be invoiced to the Electoral Commission as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

5.3.5. **Car Rental and Shuttle Services**

a. The TMC will book the approved category vehicle in accordance with the Electoral Commission Travel and Subsistence Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

b. The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller’s specific requirements.

c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, *et cetera*.

d. The TMC will book transfers in line with the Electoral Commission Travel and Subsistence Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
e. The TMC should manage shuttle companies on behalf of the Electoral Commission and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

f. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

5.3.6. Conference and Event Management – Limited Services

Conference and event management is a major service aspect of this bid requirement with regards to volume and cost. The service provider must therefore be able to execute professional conference management services to the Electoral Commission as requested.

a. The following two (2) options will be applicable with regards to this service. The % fee of option A and B must be completed in the pricing schedule.

Option A (Limited Services – To be used in respect of Bid Adjudication)
   i) Quotations submitted to the Electoral Commission;
   ii) Booking process; and
   iii) Payment of venue cost.

Option B (Ad Hoc Services)
   i) Source of venues and applicable quotations submitted to the Electoral Commission;
   ii) Venue inspections/meetings;
   iii) Booking and payment of venue;
   iv) Staffed delegation registration desk;
   v) Flight desk – new bookings / changes to travel arrangements; and
   vi) Liaison with venue management and Electoral Commission co-ordinator.

b. The Electoral Commission reserves the right to use other resources to execute this service.

5.3.7. After Hours and Emergency Services

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

b. A dedicated consultant/s must be available to assist VIP/Executive travellers with after hour or emergency assistance.

c. After hours’ services must be provided from Monday to Friday outside the official hours (17:00 to 8:30) and twenty-four (24) hours on weekends and public holidays.

d. A call centre facility or after hours contact number should be made available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

e. The TMC must have a standard operating procedure (SOP) for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.
5.4. **Communication**

5.4.1. The TMC may be requested to conduct workshops and training sessions for travel bookers of the Electoral Commission.

5.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the service level agreement.

5.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator and TMC in one smooth continuous workflow.

5.5. **Financial Management**

5.5.1. The TMC must implement the rates negotiated by the Electoral Commission with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

5.5.2. The TMC will be responsible for managing the service provider accounts. This will include the timely receipt of invoices to be presented to the Electoral Commission for payment within the agreed time period.

5.5.3. The TMC must enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

5.5.4. The TMC will be required to offer a 30 day bill-back account facility to the Electoral Commission. ‘Bill back’, refers to the supplier sending the bill back to the TMC, who, in turn, invoices the Electoral Commission for the services rendered.

5.5.5. Where pre-payments are required for smaller bed and breakfast/guest house facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

5.5.6. The TMC will be required to consolidate travel supplier bill-back invoices.

5.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Electoral Commission’s Financial Management 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.

5.5.8. Ensure travel supplier accounts are settled timeously.

5.6. **Technology and Information Management**

5.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

5.6.2. The implementation of an online booking tool to facilitate domestic bookings to optimise the services and related fees would be an advantage.

5.6.3. All management information and data input must be accurate.

5.6.4. The TMC must be able to manage traveller profiles, tracking of savings/missed savings, unused/cancelled airline tickets and no show’s with regards to accommodation.

5.7. **Reports**

5.7.1. National Treasury reports
The TMC will be required to provide the Electoral Commission and the National Treasury with a minimum of three (3) standard quarterly reports that are in line with the National Treasury's cost containment instructions reporting template requirements at no additional cost. Submit an example of an existing client already receiving the National Treasury reports with the bid.


5.7.2. Standard MIS monthly reports

The TMC’s monthly standard MIS excel reports must also be provided on a monthly basis to an identified Electoral Commission staff member. Submit an example of this monthly report with the bid.

5.7.3. Service level agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

a) Travel
   i) After hours’ report;
   ii) Compliments and complaints;
   iii) Consultant productivity report;
   iv) Long term accommodation and car rental;
   v) Extension of business travel to include leisure;
   vi) Upgrade of class of travel (air, accommodation and ground transportation); and
   vii) Bookings outside travel and subsistence policy.

b) Finance
   i) Reconciliation of commissions/rebates or any volume driven incentives;
   ii) Creditor’s ageing report;
   iii) Creditor’s summary payments;
   iv) Daily invoices;
   v) No show report;
   vi) Cancellation report;
   vii) Receipt delivery report;
   viii) Monthly bank settlement plan (BSP) report;
   ix) Refund log;
   x) Open voucher report; and
   xi) Open age invoice analysis.

5.7.4. 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.

The reports must be accurate and be provided as per the Electoral Commission’s specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle and accommodation).

The Electoral Commission’s may request the TMC to provide additional management reports.
Reports must be available in an editable electronic format for example Microsoft Excel.

5.8. **Account Management**

5.8.1. An account management structure should be put in place to respond to the needs and requirements of the Electoral Commission and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

5.8.2. The TMC must appoint a dedicated account or business manager that is ultimately responsible for the management of the Electoral Commission’s account. **Submit CV together with the bid.**

5.8.3. The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.

5.8.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

5.8.5. The TMC must ensure that the Electoral Commission’s Travel and Subsistence Policy is enforced.

5.8.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

5.8.7. The TMC must ensure that workshops/training is provided to travellers and/or Travel Bookers.

5.8.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

5.9. **Value Added Services**

The TMC must provide the following value added services:

5.9.1. Electronic voucher retrieval via web and smart phones;

5.9.2. SMS notifications for travel confirmations;

5.9.3. Travel audits;

5.9.4. Global travel risk management; and

5.9.5. VIP services for Executives that include, but is not limited to check-in support.

5.10. **Cost Management**

5.10.1. The National Treasury cost containment initiative and the Electoral Commission’s Travel and Subsistence Policy is establishing a basis for a cost savings culture.

5.10.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury’s cost containment instructions.

5.10.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

5.10.4. The TMC should have in-depth knowledge of the relevant supplier’s products, to be able to provide the best option and alternatives that are in accordance with the Electoral Commission’s Travel and Subsistence Policy to ensure that the traveller...
reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

5.11. **Quarterly and Annual Travel Reviews**

Quarterly and annual reviews are required to be presented by the TMC on all the Electoral Commission’s travel activity in the previous three-month period. These reviews are comprehensive and presented to the Electoral Commission’s procurement, finance and support services teams as part of the performance management reviews based on the service levels.

5.12. **Office Management**

5.12.1. The TMC to ensure high quality service to be delivered at all times to the Electoral Commission’s travellers. The TMC is required to provide the Electoral Commission with highly skilled and qualified human resources of the following roles but not limited to:

a) Senior consultants;
b) Intermediate consultants;
c) Junior consultants;
d) Travel manager (Operational);
e) Finance manager/branch accountant;
f) Administration back office (creditors/debtors/finance processors)
g) Strategic account manager (per hour); and
h) System administrator (general administration)

5.12.2. **Training – Travel Agent Consultants**

If you have programs on staff training to ensure ongoing service quality, supply detail on the following:

a) Methods  
b) Reason  
c) Frequency

6. **PRICING MODEL**

The Electoral Commission requires bidders to submit one pricing model being the transactional fee model.

6.1. **Transaction Fees**

6.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

6.1.2. The pricing schedule must be complete and submitted together with the bid submission.

6.2. **Volume Driven Incentives and Commission**

6.2.1. It is important for bidders to note the following when determining the pricing:
a) The successful bidder must assist the Electoral Commission with negotiating non-commissionable rates with service providers such as airlines, accommodation and vehicle rental;

a) TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution;

b) No override commissions earned through Electoral Commission’s reservations will be paid to the TMCs; and

c) An open book policy will apply and any commissions earned through the Electoral Commission’s volumes will be reimbursed to the Electoral Commission.

7. BID SUBMISSIONS

Bid submissions must also contain the following:

7.1. Written proposal

For the purpose of adjudicating this tender, service providers are required to demonstrate their capacity and capability to effectively manage the services by submitting a comprehensive written proposal covering the relevant service areas (section 4 and 5) must be submitted with the bid document.

7.2. Company profile

A company profile that must also indicates the years of experience in the travel industry. The profile MUST also include details of all branches and locations from which the bidder operates (address and telephone numbers) if not included in the company profile.

7.3. IATA AND ASATA membership

The bidder must be a member of IATA and ASATA. Proof of such membership must be submitted with the bid at closing date and time.

7.4. Other documents

The following must also be submitted as part of the bid:

a) Samples of National Treasury cost containment reports. (Refer to point 5.7.1)

b) CV – Account/business manager. (Refer to point 5.8.2)

c) Details of all branches and locations from which the bidder operates (address and telephone numbers) if not included in the company profile. (Refer to point 7.2)

8. EVALUATION AND SELECTION CRITERIA

The Electoral Commission has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder.

8.1. The minimum standards consist of the following:
<table>
<thead>
<tr>
<th>Stage 1</th>
<th>Stage 2</th>
<th>Stage 3</th>
<th>Stage 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary compliance verification</td>
<td>Technical Bid Evaluation</td>
<td>Presentation</td>
<td></td>
</tr>
<tr>
<td>Only bidders that comply in Stage 1 will proceed to Stage 2.</td>
<td>Bidders must submit/complete the documents as outlined in the bid evaluation - Phase 1.</td>
<td>Bidders will be evaluated out of 20 points and are required to achieve a minimum of 10 points to qualify for further evaluation.</td>
<td>Scoring in terms of the provision of Treasury Regulations of 2017.</td>
</tr>
</tbody>
</table>

8.2. **Bid Evaluation = 80 points**

Only bidders that have met the primary compliance verification in Stage 1 will be evaluated in Stage 2. All bidders are required to respond to the bid evaluation criteria.

8.3. **Presentation = 20 points**

A presentation will be requested from the short-listed bidders as part of the bid evaluation process in stage 3.

8.4. **Functionality will be evaluated in Stage 2 and 3 as follows:**

8.4.1. Phase 1 – Bidder must qualify in phase 1 to continue to Phase 2.

8.4.2. Phase 2 - Bidders will be evaluated out of 80 points and are required to achieve a minimum threshold of 70 points out of 80 points to advance to Stage 3.

8.4.3. During stage three (3) the bidder will be evaluated out of 20 points and are required to achieve a minimum threshold of 10 points out of 20 points.

8.4.4. The overall score must be equal or above 80 points in order to proceed to Stage 4 for scoring in terms of the provision of the PPPFA.

9. **GENERAL CONDITIONS OF CONTRACT**

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

a. The bidder(s) accepting the terms and conditions contained in the general conditions of contract as the minimum terms and conditions upon which the Electoral Commission is prepared to enter into a contract with the successful bidder(s).

b. The bidder submitting the general conditions of contract to the Electoral Commission together with its bid, duly signed by an authorised representative of the bidder.

10. **CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date.

The price adjustment will be based on the consumer price index headline inflation.
11. **SERVICE LEVEL AGREEMENT**

11.1. Upon award, the Electoral Commission and the successful bidder will negotiate and conclude a service level agreement regulating the specific terms and conditions applicable to the services being procured by the Electoral Commission more or less in the format of the draft service level indicators included in this tender pack.

11.2. The Electoral Commission reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the Electoral Commission or pose a risk to the organisation.

12. **SPECIAL CONDITIONS OF THIS BID**

The Electoral Commission reserves the right:

12.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

12.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

12.3. To accept part of a tender rather than the whole tender.

12.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.

12.5. To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.

12.6. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

12.7. Award to multiple bidders based either on size or geographic considerations.

13. **THE ELECTORAL COMMISSION REQUIRES BIDDER(S) TO DECLARE**

In the bidder’s technical response, bidder(s) are required to declare the following:

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

   a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Electoral Commission;

   b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

   c. Act with circumspection and treat the Electoral Commission fairly in a situation of conflicting interests;

   d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Electoral Commission;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of the Electoral Commission as a client before any other consideration; and

h. To ensure that any information acquired by the bidder(s) from the Electoral Commission will not be used or disclosed unless the written consent of the client has been obtained to do so.

14. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

14.1. the Electoral Commission reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the bidder or any other government organ or entity and whether from the Republic of South Africa or otherwise

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. seeks any assistance, other than assistance officially provided by the Electoral Commission, from any employee, advisor or other representative of the Electoral Commission in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to the Electoral Commission;

c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Electoral Commission's officers, directors, employees, advisors or other representatives;

d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Electoral Commission officials, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to the Electoral Commission;

e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to the Electoral Commission;

f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the Electoral Commission;

g. has in the past engaged in any matter referred to above; or

h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.
15. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

15.1. The bidder should note that the terms of this tender will be incorporated in the proposed contract by reference and that the Electoral Commission relies upon the bidder’s tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

15.2. It follows, therefore, that misrepresentations in a tender may give rise to service termination and a claim by the Electoral Commission against the bidder notwithstanding the conclusion of the service level agreement between the Electoral Commission and the bidder for the provision of the services in question. In the event of a conflict between the bidder’s proposal and the service level agreement concluded between the parties, the service level agreement will prevail.

16. PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Electoral Commission, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

17. INDEMNITY

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

18. PRECEDENCE

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

19. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Electoral Commission shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder’s participation in this bid process.

20. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The Electoral Commission reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent tax clearance certificate to the Electoral Commission or whose verification against the Central Supplier Database (CSD) proves non-
compliant. The Electoral Commission further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

21. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury’s List of Restricted Suppliers. The Electoral Commission reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

22. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

23. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S PERSONNEL

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

24. CONFIDENTIALITY

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

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

Throughout this bid process and thereafter, bidder(s) must secure the Electoral Commission’s written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
25. ELECTORAL COMMISSION PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Electoral Commission proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

26. PENALTY CLAUSE ON COMMISSION EARNED

If it is found that commissions payable to the Electoral Commission as referred to in point 5.3.2 (q) and 6.2 of this document is not adhered to, penalties will be enforced as stated in the SLA.

27. AVAILABILITY OF FUNDS – ESCAPE CLAUSE

Should funds no longer be available to pay for the execution of the responsibilities of this bid (Tender IEC/SS-01/2017), and/or the service received from the TMC is not according to the specifications the Electoral Commission may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.
## PRICING SCHEDULE

### TRANSACTION FEE MODEL

**NOTE:** COMPLETING THE PRICING SCHEDULE IN THE PRESCRIBED FORMAT IS COMPULSORY AND MUST NOT BE REPRODUCED OR RETYPED IN ANY MANNER WHATSOEVER

**TENDER REFERENCE NUMBER:** IEC/MP-05/2017

<table>
<thead>
<tr>
<th>BIDDER NAME</th>
<th>………………………………………………………………………………………………………</th>
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</thead>
</table>

### 1.1 TRANSACTION FEES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TRANSACTION TYPE</th>
<th>TRADITIONAL BOOKINGS</th>
<th>ONLINE BOOKINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Estimated Volume for Financial year 16/17</td>
<td>Unit Price (incl VAT)</td>
</tr>
<tr>
<td>2</td>
<td>Air Travel – Domestic</td>
<td>6</td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td>Air Travel – Domestic (Re-issue)</td>
<td>2</td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td>Refunds – Air Domestic</td>
<td>2</td>
<td>R</td>
</tr>
<tr>
<td>5</td>
<td>Car Rental – Domestic</td>
<td>115</td>
<td>R</td>
</tr>
<tr>
<td>6</td>
<td>Transfers/Shuttle Domestic</td>
<td>2</td>
<td>R</td>
</tr>
<tr>
<td>7</td>
<td>Accommodation Domestic</td>
<td>75</td>
<td>R</td>
</tr>
<tr>
<td>9</td>
<td>After Hours Services</td>
<td>2</td>
<td>R</td>
</tr>
<tr>
<td>10</td>
<td>Additional ad-hoc Reports (per report - NT)</td>
<td>4</td>
<td>R</td>
</tr>
<tr>
<td>11</td>
<td>Customised Reports (per report - MIS)</td>
<td>12</td>
<td>R</td>
</tr>
<tr>
<td>12</td>
<td>Debtors Account Reconciliation</td>
<td>12</td>
<td>R</td>
</tr>
<tr>
<td>13</td>
<td>Bill back fee</td>
<td>190</td>
<td>R</td>
</tr>
<tr>
<td>14</td>
<td>Other (Specify)</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>15</td>
<td>Other (Specify)</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**TOTAL**

| | R | R |

### 1.2 CONFERENCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>% Fee</th>
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<tbody>
<tr>
<td>a</td>
<td>Limited Services -</td>
<td>As a % of the total turnover of the event</td>
</tr>
<tr>
<td>b</td>
<td>Ad Hoc Services</td>
<td>As a % of the total turnover of the event</td>
</tr>
</tbody>
</table>

---

**CONTENTS OF THIS PAGE NOTED:**
Bidders will be evaluated according to the bid evaluation criteria.

### PHASE 1

<table>
<thead>
<tr>
<th>KEY REQUIREMENTS FOR EVALUATION – Non-compliance will result in the disqualification of the tender from further evaluation</th>
<th>Source reference</th>
<th>YES</th>
<th>NO</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>1. Submit sample of National Treasury quarterly reports</td>
<td></td>
<td>5.7.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. CV of account/business manager submitted</td>
<td></td>
<td>5.8.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Pricing schedule completed</td>
<td></td>
<td>6.1.2</td>
<td></td>
<td></td>
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<tr>
<td>4. Written proposal submitted.</td>
<td></td>
<td>7.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. IATA and ASATA membership – Proof submitted</td>
<td></td>
<td>7.3b</td>
<td></td>
<td></td>
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</tbody>
</table>

**Qualifies for further evaluation**

<p>| YES / NO |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>PHASE 2 BID EVALUATION CRITERION</th>
<th>MAXIMUM WEIGHT</th>
<th>REFERENCE IN BID DOCUMENT</th>
<th>REFERENCE PAGE IN BIDDERS PROPOSAL</th>
<th>BIDDERS COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL</td>
<td></td>
<td></td>
<td></td>
<td>TO BE COMPLETED BY THE BIDDER</td>
</tr>
<tr>
<td></td>
<td>Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.</td>
<td>12</td>
<td>5.3.1 (j)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Meeting with the Electoral Commission with regards to the travel policy, accounting and reporting process</td>
<td>3 points per issue addressed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Workshops for the Electoral Commission to present booking process Operations team information</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Operation team information</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Loading of traveller profiles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>RESERVATIONS, COMMISSION AND AFTER-HOUR SERVICES</td>
<td></td>
<td></td>
<td></td>
<td>TO BE COMPLETED BY THE BIDDER</td>
</tr>
<tr>
<td></td>
<td>Manage all reservations/ bookings.</td>
<td>8</td>
<td>5.3.2 – 5.3.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Describe how travel reservations/ bookings are handled w.r.t. a) conference/events, accommodation, car rental, flights b) identify the system/tool issued with each reservation/booking.</td>
<td>4 points for a) and 4 points for b) system/tool identification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, etcetera</td>
<td>5 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 points - traveller details and 1 point per service details</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>PHASE 2 BID EVALUATION CRITERION</td>
<td>MAXIMUM WEIGHT</td>
<td>REFERENCE IN BID DOCUMENT</td>
<td>REFERENCE PAGE IN BIDDERS PROPOSAL</td>
<td>BIDDERS COMMENTS</td>
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</tr>
<tr>
<td>2</td>
<td>Commission</td>
<td></td>
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<tr>
<td></td>
<td>Negotiated airline fares, accommodation establishment rates, car rental rates, et cetera, that are negotiated directly or established by National Treasury or by the Electoral Commission are <strong>non-commissionable</strong>, where commissions are earned for the Electoral Commission bookings, all these commissions should be returned to The Electoral Commission on a quarterly basis.</td>
<td>4</td>
<td>5.3.2 (q)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Describe how the commission earned, will be a) identified and b) noted for refund to the Electoral Commission.</td>
<td>2 points per issue addressed</td>
<td></td>
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<tr>
<td>#</td>
<td>PHASE 2 TECHNICAL EVALUATION CRITERION</td>
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<td>REFERENCE IN BID DOCUMENT</td>
<td>REFERENCE PAGE IN BIDDERS PROPOSAL</td>
<td>BIDDERS COMMENTS</td>
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</tr>
<tr>
<td>2.3</td>
<td>After-hours and emergency services</td>
<td>4</td>
<td>One point per issue addressed</td>
<td>5.3.7</td>
<td></td>
</tr>
</tbody>
</table>

The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).

Please provide details/Standard Operating Procedure of your after-hour support, e.g.

- how it is accessed by travellers,
- where it is located, centralised/regionalised, in-country (owned)/outsourced et cetera.
- is it available 24/7/365
- Reminders to The Electoral Commission to process purchase orders within 24 hours to reduce queries on invoices
<table>
<thead>
<tr>
<th>#</th>
<th>PHASE 2 TECHNICAL EVALUATION CRITERION</th>
<th>MAXIMUM WEIGHT</th>
<th>REFERENCE IN BID DOCUMENT</th>
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<th>BIDDERS COMMENTS</th>
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<tbody>
<tr>
<td>3</td>
<td>FINANCIAL MANAGEMENT</td>
<td></td>
<td></td>
<td>TO BE COMPLETED BY THE BIDDER</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Describe the process of implementing negotiated rates and maximum allowable rates established either by the Electoral Commission or the National Treasury. Describe in detail the process of: a) invoice handling, b) rectifying discrepancies between purchase orders and invoices, c) supporting documentation, d) reconciliation of transactions and e) timely provision of invoices The Electoral Commission.</td>
<td>4 points</td>
<td></td>
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<td></td>
<td>5.5</td>
<td></td>
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<tr>
<td>4</td>
<td>TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING</td>
<td>TO BE COMPLETED BY THE BIDDER</td>
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<td></td>
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</tr>
<tr>
<td>4.1</td>
<td>Describe how you will manage information such as: a) traveller profiles, b) tracking of savings and missed savings and c) tracking of unused/cancelled airline tickets d) tracking of show fees with regards to accommodation. Give actual examples of the National Treasury quarterly and the monthly standard MIS reports that you currently have available. Give an indication if reports can be customised. National Treasury reports: Discounted fares and Cost Savings: Up to 2 points and detailed booking information with costs: up to 2 points. MIS Reports: Detailed booking details and cost: Up to 2 points</td>
<td>8</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>5.6.4</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>5.7</td>
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<td>#</td>
<td>PHASE 2 TECHNICAL EVALUATION CRITERION</td>
<td>MAXIMUM WEIGHT</td>
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</tr>
<tr>
<td>5</td>
<td>ACCOUNT MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td>TO BE COMPLETED BY THE BIDDER</td>
</tr>
<tr>
<td></td>
<td>Please provide a detailed response indicating the process of performance standards with respect to a) resolving service issues and b) complaint handling. How will you manage a) service levels in the SLA and b) how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to travellers and/or travel bookers.</td>
<td>4</td>
<td>5.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>2 points per issue addressed.</td>
<td>5.8.6</td>
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</tr>
<tr>
<td></td>
<td>4</td>
<td>2 points for point a) and 2 points for point b).</td>
<td>5.8.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>VALUE ADDED SERVICES</td>
<td></td>
<td></td>
<td></td>
<td>TO BE COMPLETED BY THE BIDDER</td>
</tr>
<tr>
<td></td>
<td>Provide information on any value-added services the bidder can offer.</td>
<td>3 points</td>
<td>5.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point per value added service addressed</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td>OFFICE MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td>TO BE COMPLETED BY THE BIDDER</td>
</tr>
<tr>
<td></td>
<td>Describe type of training provided to travel agency consultants to ensure that the Electoral Commission receive high quality service from the consultants at all times.</td>
<td>6 – 2 points per issue addressed.</td>
<td>5.12.2</td>
<td></td>
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<td></td>
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TOTAL WEIGHT: 80
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<tr>
<th>PRESENTATION</th>
<th>Maximum weight = 20</th>
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<tr>
<td>1</td>
<td>Presentation must not exceed 90 minutes</td>
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<tr>
<td>2</td>
<td>Summary of the proposal</td>
</tr>
<tr>
<td>3</td>
<td>Describe the implementation plan in detail</td>
</tr>
<tr>
<td>4</td>
<td>Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results</td>
</tr>
<tr>
<td>5</td>
<td>Describe in detail how the National Treasury quarterly reports are currently complied</td>
</tr>
<tr>
<td>6</td>
<td>How the TMC will assist with improving traveller behaviour.</td>
</tr>
<tr>
<td>7</td>
<td>Questions and responses on bid submission.</td>
</tr>
</tbody>
</table>
BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____________________________ (Bidder’s Name) will: –

i. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Electoral Commission;

j. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

k. Act with circumspection and treat the Electoral Commission fairly in a situation of conflicting interests;

l. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

m. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Electoral Commission;

n. Avoid fraudulent and misleading advertising, canvassing and marketing;

o. Conduct business activities with transparency and consistently uphold the interests and needs of the Electoral Commission as a client before any other consideration; and

p. Ensure that any information acquired by the bidder(s) from the Electoral Commission will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature: ______________________________________

Date: ___________________________________________

Print Name of Signatory: _________________________

Designation: ________________________________

FOR AND ON BEHALF OF:

____________________________________________