**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA**

**BID NUMBER:** PPSSA 001/2019  
**CLOSING DATE:** 12 JULY 2019  
**CLOSING TIME:** 11:00

**DESCRIPTION:** THE APPOINTMENT OF THE SERVICE PROVIDER TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA); NATIONALLY OVER A PERIOD OF THREE (3) YEARS

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**PUBLIC PROTECTOR SOUTH AFRICA**

175 LUNNON STREET, HILLCREST OFFICE PARK, HILLCREST, PRETORIA, 0083

---

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>Nkele Nemusimbori</th>
<th>CONTACT PERSON</th>
<th>Sana Nzolo</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>(012) 366 7014</td>
<td>TELEPHONE NUMBER</td>
<td>(012) 366 7058</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>N/A</td>
<td>FACSIMILE NUMBER</td>
<td>N/A</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:NkeleN@pprotect.org">NkeleN@pprotect.org</a></td>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:Sana@pprotect.org">Sana@pprotect.org</a></td>
</tr>
</tbody>
</table>

**SUPPLIER INFORMATION**

| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |
| TELEPHONE NUMBER |  |
| CELLPHONE NUMBER |  |
| FACSIMILE NUMBER |  |
| E-MAIL ADDRESS |  |
| VAT REGISTRATION NUMBER |  |
| SUPPLIER COMPLIANCE STATUS |  |
| TAX COMPLIANCE SYSTEM PIN: |  |
| OR |  |
| CENTRAL SUPPLIER DATABASE No: |  |
| MAAA |  |

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

| TICK APPLICABLE BOX |  |
| Yes | No |

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<table>
<thead>
<tr>
<th>Are you the Accredited representative in South Africa for the goods/services/works offered?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**[IF YES ENCLOSE PROOF]**

<table>
<thead>
<tr>
<th>Are you a foreign based supplier for the goods/services/works offered?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

| [IF YES, ANSWER PART B:3 ]
| --- | --- |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<table>
<thead>
<tr>
<th>Is the entity a resident of the Republic of South Africa (RSA)?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the entity have a branch in the RSA?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the entity have a permanent establishment in the RSA?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the entity have any source of income in the RSA?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is the entity liable in the RSA for any form of taxation?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 below.**

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**REF: SUPPLY OF TRAVEL SERVICE MANAGEMENT SERVICE TO PPSSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS**
**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: ..................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED: ..................................................
(Proof of authority must be submitted e.g. company resolution)

DATE: ..................................................
APPOINTMENT OF THE SERVICE PROVIDER TO RENDER TRAVEL MANAGEMENT SERVICES FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) NATIONALLY FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: PPSA 001/2019

BREIFING SESSION DATE: 21 June 2019

CLOSING DATE AND TIME OF BID: 12 JULY 2019 AT 11:00 AM

BID VALIDITY PERIOD: 120 DAYS
BACKGROUND

1. Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 181 of the Constitution of the Republic of South Africa, in which the PPSA has the power, in terms of section 182, to:

1.1.1 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice;
1.1.2 Report on that conduct; and
1.1.3 Take appropriate remedial action.

1.2 PPSA is independent and subject only to the Constitution and the law, always impartial and must exercise its powers and perform its functions without fear, favour or prejudice. PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. PPSA has the power as regulated by the national legislation to investigate any conduct in state affairs, or in the public administration in any sphere of government that is alleged or suspected to be improper or to result in any impropriety or prejudice.

2. DEFINITIONS

<table>
<thead>
<tr>
<th>ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Accommodation</td>
</tr>
<tr>
<td>2</td>
<td>After-hours service</td>
</tr>
<tr>
<td>3</td>
<td>Air travel</td>
</tr>
<tr>
<td>4</td>
<td>Authorising Official</td>
</tr>
<tr>
<td>5</td>
<td>Car Rental</td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>6</td>
<td>PPSA</td>
</tr>
<tr>
<td>7</td>
<td>Domestic travel</td>
</tr>
<tr>
<td>8</td>
<td>Emergency service</td>
</tr>
<tr>
<td>9</td>
<td>International travel</td>
</tr>
<tr>
<td>10</td>
<td>Management Fee</td>
</tr>
<tr>
<td>11</td>
<td>Quality Management System</td>
</tr>
<tr>
<td>12</td>
<td>Regional travel</td>
</tr>
<tr>
<td>13</td>
<td>Service Level Agreement (SLA)</td>
</tr>
<tr>
<td>14</td>
<td>Shuttle Service</td>
</tr>
<tr>
<td>15</td>
<td>Third party fees</td>
</tr>
<tr>
<td>16</td>
<td>Transaction Fee</td>
</tr>
<tr>
<td>17</td>
<td>Traveller</td>
</tr>
<tr>
<td>18</td>
<td>Travel Authorisation</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>19</td>
<td><strong>Travel Booker</strong></td>
</tr>
<tr>
<td>20</td>
<td><strong>TMC</strong></td>
</tr>
<tr>
<td>21</td>
<td><strong>Travel Voucher</strong></td>
</tr>
<tr>
<td>22</td>
<td><strong>Value Added Services</strong></td>
</tr>
<tr>
<td>23</td>
<td><strong>VAT</strong></td>
</tr>
<tr>
<td>24</td>
<td><strong>VIP or Executive Service</strong></td>
</tr>
</tbody>
</table>

3. **Objective of the bid**

3.1 The appointment of a travel management company to render travel and accommodation services i.e air travel, accommodation, conferencing, venue and car hire.

4. **Scope of work**

4.1 Provide PPSA with the Travel Management Services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the Service Levels Agreement;

4.2 Achieve significant cost savings for the PPSA without any degradation in the services;

4.3 Bidder to provide travel risk matrix which will cover PPSA’s travellers during the term of the contract and advise the PPSA on all the Travel Related matters that may affect the Institution.

Supply of travel management service to PPSA nationally over a period of three (3) years
5. Travel volumes

<table>
<thead>
<tr>
<th>Service Category</th>
<th>2017/18 financial year</th>
<th>2018/19 financial year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Transactions per annum</td>
<td>Expenditure per annum</td>
</tr>
<tr>
<td>The current PPSA total volumes per annum includes air travel, accommodation, conferencing venue and car hire,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air travel - Domestic</td>
<td>328</td>
<td>143</td>
</tr>
<tr>
<td>Air Travel - International</td>
<td>4</td>
<td>18</td>
</tr>
<tr>
<td>Air Travel - Regional</td>
<td>61</td>
<td>12</td>
</tr>
<tr>
<td>Car Rental - Domestic</td>
<td>0</td>
<td>181</td>
</tr>
<tr>
<td>Car Rental - International</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Car Rental - Regional</td>
<td>0</td>
<td>110</td>
</tr>
<tr>
<td>Shuttle Services - Domestic</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Accommodation - Domestic</td>
<td>590</td>
<td>148</td>
</tr>
<tr>
<td>Accommodation - International</td>
<td>7</td>
<td>15</td>
</tr>
<tr>
<td>Accommodation - Regional</td>
<td>511</td>
<td>137</td>
</tr>
<tr>
<td><strong>The current PPSA total volumes per annum</strong></td>
<td><strong>1501</strong></td>
<td><strong>775</strong></td>
</tr>
</tbody>
</table>

5.1 Note: The above figures are meant for illustration purposes and to serve as a guide for PPSA travel volumes. Number of transactions in 2017/18 is 1501 and in 2018/19 is 775.

5.2 SERVICE FEE SCHEDULE

**NOTE:** Completing the pricing schedule in the prescribed format is compulsory and must not be reproduced or retyped in any manner whatsoever.

<table>
<thead>
<tr>
<th>Service fee – per transaction (Vat inclusive) Basket of service</th>
<th>FEE (each) Vat inclusive</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. AIRLINE RESERVATION FEE</strong></td>
<td></td>
</tr>
<tr>
<td>DOMESTIC</td>
<td></td>
</tr>
<tr>
<td>E-ticket: Point-to-point (Round Trip)</td>
<td>R ......................</td>
</tr>
<tr>
<td>Refund processing</td>
<td>R ......................</td>
</tr>
</tbody>
</table>

Supply of travel management service to PPSA nationally over a period of three (3) years
<table>
<thead>
<tr>
<th><strong>INTERNATIONAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>E-ticket: Point-to-point (Round Trip)</td>
<td>R ..........................</td>
</tr>
<tr>
<td>E-ticket: Multi-sector</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>REGIONAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>E-ticket: Point-to-point (Round Trip)</td>
<td>R ..........................</td>
</tr>
<tr>
<td>E-ticket: Multi-sector</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>2. ACCOMMODATION RESERVATION FEE – PER TRANSACTION</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DOMESTIC</td>
<td></td>
</tr>
<tr>
<td>Bill back : Hotel - GDS Property</td>
<td>R ..........................</td>
</tr>
<tr>
<td>Bill back - Guest house reservations - Non-GDS</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>INTERNATIONAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill back : Hotel - GDS Property</td>
<td>R ..........................</td>
</tr>
<tr>
<td>Bill back - Guest house reservations - Non-GDS</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>INTERNATIONAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill back : Hotel - GDS Property</td>
<td>R ..........................</td>
</tr>
<tr>
<td>Bill back - Guest house reservations - Non-GDS</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>3. CAR, BUS SHUTTLE &amp; TRAIN RESERVATION FEE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DOMESTIC</td>
<td></td>
</tr>
<tr>
<td>Bill back: Consultation &amp; reservation</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>INTERNATIONAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill back: Consultation &amp; reservation</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>REGIONAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill back: Consultation &amp; reservation</td>
<td>R ..........................</td>
</tr>
<tr>
<td>Changes w.r.t. domestic, regional and international</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>4. AFTER HOURS FEE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FEE (each) Vat inclusive</td>
<td></td>
</tr>
<tr>
<td>Per incident / new booking / change</td>
<td>R ..........................</td>
</tr>
</tbody>
</table>

Supply of travel management service to PPSA nationally over a period of three (3) years
5. **VISA APPLICATION**

<table>
<thead>
<tr>
<th>FEE (each) Vat inclusive</th>
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</thead>
<tbody>
<tr>
<td>R</td>
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</tbody>
</table>

6. **OTHER SERVICES (Bidders to indicate the services)**

<p>| |</p>
<table>
<thead>
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<tbody>
<tr>
<td>R</td>
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</tbody>
</table>

7. **CONFERENCE & EVENTS MANAGEMENT FEE**

<table>
<thead>
<tr>
<th>points of Conference / Event Total (Vat inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
</tr>
</tbody>
</table>

**ESTIMATE FEE TOTAL FOR A ONE YEAR PERIOD**

(VAT INCLUSIVE)

<table>
<thead>
<tr>
<th>R</th>
</tr>
</thead>
</table>

5.3 The service 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.

5.4 **The transaction fees must be fixed for the first twelve months (12) and a fixed escalation percentage for each of the next two (2) years must be provided.**

5.5 **Volume driven incentives**

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

a) National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

b) Any commissions earned through the PPSA volumes will be reimbursed to PPSA.

c) TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.
6. **Service Requirements**

6.1 **General**

6.1.1 The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

6.1.2 The travel services will be provided to all Travellers travelling on behalf of PPSA, locally and internationally. This will include employees; contractors; consultants and clients where the agreement is that PPSA is responsible for the arrangement and cost of travel;

6.1.3 Provide travel management services during normal office hours including after hours, weekends and emergency;

6.1.4 Familiarisation with current PPSA travel business processes;

6.1.5 Familiarisation with current PPSA Travel Policy and implementations of controls to ensure compliance;

6.1.6 Provide a facility for PPSA to update their travellers' profiles; Verify if all TMC's provides the services;

6.1.7 Manage the third party service providers by addressing service failures and complaints against these service providers;

6.1.8 Consolidate all invoices from travel suppliers and provide invoices for the service rendered as per the Service Level Agreement (SLA) that will be concluded;

6.1.9 Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition;

6.1.10 Provide the reference letters from contactable existing/recent clients (within past five years) which are of similar operations to the PPSA;

6.1.11 All bidders must be registered with ASATA (Association of South African Travel Agents). It will be an added advantage if the bidder is a member of International Air Transport Association (IATA) and proof of such membership must be submitted with the bid at closing date and time. Correction of the sentence;
6.1.12 The Travel Management Company (TMC) will make all reservations in line with the PPSA Travel and Accommodation policy;

6.1.13 The TMC must ensure that the final selection of flights, hotels and other services is authorised prior to the issuing of air tickets, vouchers and other travel documentation;

6.1.14 The participation in third party incentive schemes promoting sales of a specific product etc. is not allowed; and

6.1.15 The TMC will create Traveller Profiles for all Travellers and ensure that the information is updated. (Benchmark if all travellers do have this service).

6.2 Travel and Accommodation responsibilities

6.2.1 The Travel Agent will be responsible for the following:

6.2.2 Making bookings for travel, accommodation, car hire and conference venues and accommodation. Preference must be given to the institutions of the travel agent in respect of the following:

- Date, routes, preferred airlines, passenger class, preferred seating and estimated costs for air travel; and
- Hotel facilities, location, availability of parking facilities, distance from airports, public transport, etc. in terms of accommodation.

6.2.3 Alternative arrangements must be timeously suggested if confirmation of seating or accommodation arrangements is not possible, or if it can be proven that deviations from original arrangements could bring about financial saving.

6.2.4 Advance travel plans where a variety of traveling routes, accommodation and services are to be provided.

6.2.5 Timeous submission of invoices that the required services have been rendered and/or used, so that payment can be arranged by the PPSA, unless payment had been done in cash by the individuals concerned.

6.2.6 Timeous submission of invoices that the required services have been rendered and/or used, so that payment can be arranged by the PPSA, unless payment had been done in cash by the individuals concerned.

6.2.7 Timeous submissions of the required management reports.
6.2.8 Providing of names, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, as well as the names and telephone number of personnel available on a 24 hour basis.
6.2.9 Ensuring confidentiality in respect of all travel and accommodation arrangements concerning all persons.
6.2.10 Ensuring continued negotiations with suppliers of all services to the benefit of the PPSA.
6.2.11 Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips when required;

6.3 Bookings and Reservations
The Travel Management Company shall:

6.3.1 Receive travel requests from travellers and/or travel bookers, respond with at least three 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 it to the travel booker and traveller via the agreed communication medium; quotation request form to be included on the SLA with the awarded bidder;

6.3.2 Always make the most cost effective travel arrangements based on the request from the traveller and/or travel booker;

6.3.3 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;

6.3.4 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;

6.3.5 Book parking facilities at the airports when required for the duration of the travel;

6.3.6 Respond timely and process all queries, requests, changes and cancellations timeously and accurately;

6.3.7 Issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times as per the SLA;
6.3.8 Advise the Traveller of all visa and inoculation requirements well in advance;

6.3.9 The TMC may be required to assist the travellers with facilitation of visa application and advise the traveller(s) where visas will be required.

6.3.10 Facilitate all reservations and booking that are required.

6.3.11 Ensure that, unless otherwise stated, all bookings include domestic, regional and international travel bookings;

6.3.12 Ensure that Airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by PPSA are non-commissionable, where commissions are earned for PPSA bookings all these commissions should be returned to PPSA on a quarterly basis;

6.3.13 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by PPSA and (Justification and alignment of the document);

6.3.14 Ensure timeous submission of proof that services have been satisfactorily delivered (invoices) as per PPSAs instructions;

6.3.17 Endeavour to make the most cost effective travel arrangements while taking the convenience and requirements of the traveller into consideration.

6.3.18 Have a full understanding of all the destinations and routings to be able to advise the Traveller of alternative plans that are more cost effective and more convenient where necessary; and

6.4 Quarterly and Annual Travel Reviews

6.4.1 Quarterly reviews are required to be presented by the Travel Management Company on all PPSA travel activity in the previous three-month period. These reviews are comprehensive and presented to PPSA’s Procurement and Finance teams as part of the performance management reviews based on the service levels.

6.4.2 Annual Reviews are also required to be presented to PPSA’s Senior Management.
7. **Support Services**

7.1 **Travel Agent services**

7.1.1 It is required that a comprehensive and dedicated travel agent service include administrative function be provided to render professional service to PPSA as per the signed contract and SLA.

7.1.2 The TMC to allocate sufficient number of staff to manage the account including dedicated consultants for VIP and provide a dedicated direct telephone numbers of the consultants.

7.2 **After Hours and Emergency Services**

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

7.2.2 A dedicated consultant/s must be available to assist officials of the PPSA and VIP/Executive Travellers with after hour or emergency assistance.

7.2.3 After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.

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

7.2.5 The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within three working days.

7.3 **Communication**

7.3.1 The TMC must establish communication with all the stakeholders that include the Travellers, Travel Bookers, service providers and the PPSA’s financial departments.

7.3.2 The TMC can be requested to conduct workshops and training sessions for Travellers and Travel Bookers.

7.3.3 All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement agreed by PPSA and the appointed TMC.
7.4 Financial Management

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

7.4.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to PPSA for payment within the agreed time period.

7.4.3 Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

7.4.4 Where pre-payments are required for smaller Bed & Breakfast/Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

7.4.5 Provide consolidate Travel Supplier bill-back invoices.

7.4.6 The TMC will use the PPSA Lodged Card for the payment of air, accommodation and ground transportation.

7.4.7 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Finance's on the agreed time period (e.g. weekly). This includes attaching the copies of approved Trip Authorisation Form and quotation. Purchase Order and other supporting documentation (Suppliers Invoices and Approved Submission in case of International Travel) to the invoices reflected on the credit card statement.

7.4.8 Ensure Travel Supplier accounts are settled timeously.

7.4.9 Cost savings must be achieved and this must be reported and proof provided during monthly and quarterly reviews.

7.4.10 The TMC will be required to offer a 30-day bill-back account facility to accommodation establishments and ground transportation service providers that are utilised by the Travellers.

7.4.11 The TMC will settle the Travel service providers’ accounts within the agreed payment terms.
7.5 Technology, Management Information and reporting

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

7.5.2 The TMC must implement an Online Booking Tool to facilitate domestic bookings to optimise the services and related fees.

7.5.3 All management information and data input must be accurate;

7.5.4 The TMC will be required to provide the PPSA with a minimum of three (3) standard monthly reports that are in line with the National Treasury’s Cost Containment Instructions reporting template requirements at no cost. The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx

7.5.5 Reports must be accurate and be provided as per PPSA’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, accommodation).

7.5.6 PPSA may request the TMC to provide additional management reports.

7.5.7 Reports must be available in an electronic format for example Microsoft Excel no PDF document.

7.5.8 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

7.5.8.1 Travel

- After hours’ Report;
- Compliments and complaints;
- Long term accommodation and car rental;
- Extension of business travel to include leisure;
- Upgrade of class of travel (air, accommodation and ground transportation);
7.5.8.2 Finance

- Reconciliation of commissions/rebates or any volume driven incentives;
- Creditor’s ageing report per cost centre
- Creditor’s summary payments;
- Daily invoices;
- Reconciled reports for Travel Lodge card statement;
- No show report;
- Cancellation report;
- Receipt delivery report;
- Expenditure per cost centre report
- Refund Log;
- Open voucher report, and
- Open Age Invoice Analysis.

7.5.9 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.

7.6 Account Management

7.6.1 An Account Management structure should be put in place to respond to the needs and requirements of the Institution and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

7.6.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the PPSA’s account.

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

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

7.6.5 Ensure that the PPSA’s Travel Policy is enforced.

7.6.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
7.6.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers

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

7.7 Value Added Services

7.7.1 The TMC must provide the following value added services:

7.7.1.1 Electronic voucher retrieval via web and smart phones;
7.7.1.2 SMS notifications for travel confirmations;
7.7.1.3 Travel audits;
7.7.1.4 VIP services for Executives that include, but is not limited to check-in support
7.7.1.5 Destination information for regional and international destinations:
   - Global Travel Risk Management and Health warnings
   - Weather forecasts;
   - Places of interest;
   - Visa information;
   - Travel alerts;
   - Location of hotels and restaurants;
   - Information including the cost of public transport;
   - Rules and procedures of the airports;
   - Business etiquette specific to the destination;
   - Airline baggage policy

7.8 Cost Management

7.8.1 The National Treasury cost containment initiative and the PPSA’s Travel Policy is establishing a basis for a cost savings culture.
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.

7.8.2 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.
7.8.3 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 PPSA's Travel 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.

7.9 **Reimbursement of services rendered**

7.9.1 A transaction fee/management fee will be paid to the TMC for services rendered.

7.9.2 The purpose of the transaction/management fee is to compensate the TMC for the quality services rendered and at the same time support a sustainable business model that will be beneficial to the TMC and PPSA.

7.9.3 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.

OR The management fee is the total fee per annum that will be charged to the Public Protector in twelve payments. The PPSA will pay the fee monthly in arrears.

8. **Required travel management services**

8.1 **Air travel services**

8.1.1 The TMC must be able to book full service carriers as well as low cost carriers;

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

8.1.3 For international flights, the airline which provides the most cost effective and practical routings may be used;

8.1.4 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller

8.1.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable);

8.1.6 Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking has been finalized before the departure times;

8.1.7 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.
8.1.8 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.

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

8.1.10 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.) and.

8.1.11 Assist with lounge access if and when required.

8.1.12 Travel Management Company must make sure for every travel request; a three quotations should be submitted first before any approval of such a request is granted.

8.1.13 For wait-listed bookings, TMC Travel Management Company/Agency shall provide regular feedback to the traveller on status of flights until the flight is confirmed.

8.1.14 In the event that travel arrangements cannot be confirmed, Travel Management Company/Agency shall notify PPSA of the problem and present three (3) alternative routings/quotations for consideration;

8.2 Accommodation

8.2.1 The TMC will obtain three price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury and PPSA Travel policy;

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

8.2.3 This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with PPSA’s travel policy.

8.2.4 PPSA travellers will use accommodation establishments with which the PPSA has negotiated Corporate Rates, falls within the Maximum Allowable Rates and Cost
Containment Schedules provided by National Treasury. 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 PPSA;

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

8.2.6 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 and PPSA Travel Policy

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

8.2.3 Car Rental and Shuttle Services

8.3.1 The TMC will book the approved category vehicle in accordance with the PPSA Travel and Accommodation policy closest rental location (airport, hotel and venue).

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

8.3.3 The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, insurance, refuelling, keys, rental agreements, damages and accidents, etc.

8.3.4 The TMC may offer alternative ground transportation to the Traveller.
8.4. Conferencing services

8.4.1 The service provider will on request be required to provide advice, plan, arrangement and amendments of conference venues, reservations, catering, group transfer, registration, accommodation, etc. both international and domestic.

8.4.2 The agent should provide at least three (3) quotations for all bookings for comparison purposes.

8.4.3 Negotiating discounts on standards tariffs or reduced tariffs with all available conference venues.

8.4.4 Negotiating corporate agreements, the benefits of which will accrue to PPSA.

9 The bid will be evaluated in four (4) phases as outlined below:

9.1 Phase 1 evaluation: administrative compliance: Bidders must ensure that they complete and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:

9.1.1 Signed SBD 1: Invitation to Bid letter
9.1.2 Signed SBD 4: Declaration of interest
9.1.3 Signed SBD 8: Declaration of bidder’s past supply chain management practices
9.1.4 Signed SBD 9: Certificate of independent bid determination
9.1.5 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2017
9.1.6 Original or certified valid BBBEE certificate

9.2 Phase 2 evaluation: Mandatory requirements: mandatory required documents which must be submitted with the bid document and only bidders that have submitted all the documents will be evaluated for functionality. Non submission of all mandatory documents may disqualify the bidder.

9.2.1 Fully accredited member of the Association of South African Travel Agencies (ASATA)

9.2.2 Fully accredited member of the International Air Transport Association (IATA) and
9.2.3 Submission of proof a letter of good financial standing and latest three (3) year certified or audited financial statements

9.2.4 Submit proof of public liability (certified copy of insurance or a letter of intention for insurance)

9.2.5 The bidder must be registered on Central Supplier Database (CSD): The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).

9.2.6 Signed SBD 3.1: Pricing schedule – firm prices

9.3 **Phase 3 evaluation Functional**: evaluation will be conducted in two phases namely: Functionality A and Functionality B: Only bidder that have submitted all required mandatory documents as outlined in phase 2 will qualify for phase 3 (Functionality A : evaluations). Bidders will be assessed on their capability to provide the service. Only bidders that have scored 60 points out of 80 points on Functionality A as per evaluation criteria outlined below will be further evaluated for Functionality B.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight 100/100</th>
<th>Sub-criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company experience</strong> in providing travel, accommodation, venue, conferencing and care hire</td>
<td>40/100</td>
<td></td>
</tr>
</tbody>
</table>

NB: The bidder must submit signed reference letter/s from current and previous clients where the travel, accommodation, venue, conferencing and car hire services were successfully deployed. All letters must be on the company letter head of the referee and signed by the referee. The referees must be contactable and the contact details provided must include:

- Contact Person;  
- Bidder with more than 5 years’ experience and has handled contracts to the value of more than R 5 million supported by at least 4 signed clients reference letters
  
  \[= 5\]

- Bidder with more than 3 to 4 years’ experience and has handled contracts to the value of more than R 4 up to R 5 million supported by at least 3 signed clients reference letters
  
  \[= 3\]

- Bidder with 2 to 3 years’ experience and has handled contracts to the value of between R 3 to R 4 million supported by at least 2 signed clients reference letters

Supply of travel management service to PPSA nationally over a period of three (3) years
- Designation;
- Organisation/Company name;
- E-mail address; and
- Cell number/Office number

Bidder's capabilities to provide a detailed project plan for implementing the service and meet the service level agreement.

*The project plan should outline but not limited to the following:*

| a) Management of all reservations and bookings |
| b) After-hours services and emergency bookings |
| c) Invoicing and Account management |
| d) Communication and reporting |

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<th>40/100</th>
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- If project plan clearly outline all four (4) requirements = 5
- If project plan clearly outline only three (3) of the four (4) requirements = 3
- If project plan clearly outline less than three (3) of the four (4) requirements = 1

**Functionality B Presentation (20/100)**

Presentation will be required to all bidders that scored 60 points and above out of 80 points. The bidder will be assessed as indicated below and the presentation must not exceed 60 minutes (*45 minutes for presentation and 15 minutes for questions and answers*) The qualified bidders will then be scored based on their presentation.

Only bidders that have scored 70 points of 100 points (combinations of the scores of Functionality A + Functionality B) will be further evaluated for **Phase 4 evaluations: Pricing and BBBEE**.

**Presentation:** The evaluation team will evaluating the bidders on the following.

| a) Management of all reservations and bookings |
| b) After-hours services and emergency bookings |
| c) Invoicing and Account management |
| d) Communication and reporting |
| e) Arrangements and relationship with banks and accommodation establishments i.e hotels, logdes, B&B etc. |

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<tr>
<th>20/100</th>
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The following scoring will be used during presentation

1. **Excellent:** Exceeds the requirements with major additional benefits = 5
2. **Good:** Satisfies the requirement with minor additional benefits = 4
3. **Acceptable:** Satisfies the requirement = 3
4. **Fair:** Satisfies the requirement with minor reservations = 2
5. **Poor:** Satisfies the requirement with major Reservations=1
6. **Unacceptable:** Does not meet the Requirement=0.

Supply of travel management service to PPSA nationally over a period of three (3) years
bidder of the relevant ability, understanding, experience, skills and resources to meet the needs of PPSA.

(2) **Above average** demonstration by the bidder of the relevant ability, understanding, experience, skills and resources to meet the needs of PPSA.

(3) **Average** demonstration by the bidder of the relevant ability, understanding, experience, skills, and resources to meet the needs of PPSA.

(4) **Below average** demonstration by the bidder with some minor reservations of the bidder’s relevant ability, understanding, experience, skills, and resources to meet the needs of PPSA.

(5) **Poor** demonstration by the bidder with considerable reservations of the supplier’s relevant ability, understanding, experience, skills, resources to meet the needs of PPSA.

(6) **Unacceptable** the bidder does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, and resources to meet the needs of PPSA.
9.4 Phase 4 evaluation: Only bidders that qualified through the functionality evaluations (scored at least 70 points and above on combined Functionality A + Functionality B scores) will further be evaluated for Pricing and BBBEE: Price (80/100) and BBBEE (20/100)

9.4.1 Pricing and BBBEE

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Sub-criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Price</td>
<td>80/100</td>
<td>Benchmark against lowest quote</td>
</tr>
<tr>
<td>Contribution to BBBEE</td>
<td>20/100</td>
<td>Points will be awarded to bidders according to their BBBEE status level of contributor as indicated in the BBBEE accreditation certification as indicated below:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BBBEE LEVELS</th>
<th>SCORES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>20</td>
</tr>
<tr>
<td>Level 2</td>
<td>18</td>
</tr>
<tr>
<td>Level 3</td>
<td>14</td>
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<tr>
<td>Level 4</td>
<td>12</td>
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<td>Level 5</td>
<td>8</td>
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<td>Level 6</td>
<td>6</td>
</tr>
<tr>
<td>Level 7</td>
<td>4</td>
</tr>
<tr>
<td>Level 8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant Contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

9.4.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

9.4.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

9.4.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

Supply of travel management service to PPSA nationally over a period of three (3) years
9.4.5 Failure on the part of the bidder to comply with paragraphs 9.4.3 and 9.4.4 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

9.4.6 The points scored will be rounded off to the nearest 2 decimals.

9.4.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

9.4.8 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

9.4.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
PUBLIC PROTECTOR SOUTH AFRICA

SUPPLY OF TRAVEL MANAGEMENT SERVICES

RFB NO: PPSA 001/2019

PERIOD : THREE (3) YEARS
CLOSING TIME : 11:00 HOURS  DATE 2019/07/12
VALIDITY : 120 DAYS

A. CONDITIONS OF BID

1. Company profile

1.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:

1.1.1 Personnel complement, divided into -
1.1.1.1 Management personnel;
1.1.1.2 Supervisors; and
1.1.1.3 Workers. Full time: ....................... Part time: ......................

1.1.2 Composition in terms of shareholding

1.1.3 Address of Head Office.

1.1.4 Addresses of regional offices/branches
1.1.5 Bidders to indicate date from when the company commenced its operations.

1.1.6 Bidders to provide the details of completed contracts for the supply of air travel services, accommodation services, conferencing services, venue and car hire including the signed reference letters / contracts which were successfully completed within the past five (5) years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

1.1.7 Bidders to indicate their company financial position i.e. annual turnover.

1.1.8 Bidders to submit the names, postal address and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.

1.1.9 Bidders to submit the name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.

1.1.10 Bidders to indicate the name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

2. **Reservations**

2.1 The PPSA reserves the right to disqualify any bidder which does not comply with any one or more of the required information as indicated below:

2.1.1 If the bidder/s submit their bids without all the data and information requested.

2.1.2 Proposal that did not submit mandatory documents stipulated in the RFP document;

2.1.3 Proposal that fails to comply with the specification.

2.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.

2.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;

2.1.6 Bidders who receive information not available to other potential bidders through fraudulent means;
2.2 Bidders must take into consideration that it is the responsibility and accountability for the supply of air travel services, accommodation services, venue, conferencing services and car hire will remain with the successful Bidder/s.

2.3 Bidders to submit their delivery methodology indicating how the entire contract will be handled over the three (3) year period.

2.4 PPSA reserve the rights:

2.4.1 Not to award or cancel this bid at any time

2.4.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.

2.4.3 To award in part or in full.

2.4.4 To negotiate prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.

2.4.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.

2.4.6 To carry out explanatory meetings in order to verify the nature and quality of the services bid for, whether before or after adjudication of the bid at bidder’s corporate offices and / or at client sites if so required.

2.4.7 To award the contract to a Bidder whose bid was not the lowest in price.

2.4.8 To award the bid to a Bidder who is not the highest scoring Bidder.

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

2.4.10 The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such
amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

2.4.11 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.

2.4.12 The PPSA reserves the right to consider the guidelines and prescribed hourly remuneration rates for as provided by the Department of Labour.

2.4.13 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members

2.5 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract. Any enquiries must be referred, in writing, to the specified persons.

2.6. Undertakings by the Bidder

2.6.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

2.6.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFP.

2.6.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date
such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

2.6.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

2.6.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.

2.6.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.

3. Previous experience

3.1 Bidders must submit written and signed reference letter/s from current or previous client/s where supply of travel services, accommodation services, venue, conferencing services and car hire were successfully provided. Provide signed reference letters that indicates the following:

3.1.1 Value of the project,
3.1.2 Contract period and
3.1.3 The industry/sector were the contract was carried out.

3.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.
4. Contract requirements

4.1 Contract period
The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The supply of travel services, accommodation services, conferencing services, venue and car hire period is three (3) years subject to annual review of service provider's performance.

4.2 General terms and conditions of contract
Bidders must complete the attached the General Terms and Conditions of the contract.

5. Price basis

5.1 Bidders shall take into account that PPSA's total requirements may be allocated to more than one bidder.

5.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included.

5.2.1 For PPSA to be in a position to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including escalation for a period of three (3) years.

5.3 Bidders shall quote on the basis indicated in the Pricing Schedule.

5.4 Prices tendered for must be inclusive of all required deliverables as per specification.

5.5 PPSA requires an all-inclusive and fully transparent cost structure.

5.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.

5.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
5.8 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

6. Payment terms

6.1 The standard 30 day payment period will apply on the payment of all invoices from receipt of valid invoice.

7. Tax clearance certificate

7.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.

7.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.

7.2 Implementation of the tax compliance status system

7.2.1 In order to comply with the new TCS system and the condition of bids that a successful bidder’s tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:

7.2.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services’ Tax compliance status system housed on eFilling.

7.2.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,

7.2.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government’s Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier’s tax status on the Central Supplier Database.
7.2.2 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

7.2.3 Accounting Officers are therefore required to accept printed or copies of Tax Clearance Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

7.2.4 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website www.csd.gov.za to access the supplier records and to verify the bidder’s tax compliance status. A printed screen view at the time of verification should then be attached to the supplier’s records for audit purposes.

8. **Counter Conditions**

Bidder’s attention is drawn to the fact that amendments to any of this condition of bid by bidders may result in the invalidation of the bids.

9. **Fronting**

9.1 The PPSA support the Broad Black Based Economic Empowerment and recognises that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.

9.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor
to prove that fronting does not exist. Failure to do so within a period of 14
days from date of notification may invalidate the bid/contract and may also
result in the restriction of the bidder /contractor to conduct business with the
public sector for a period not exceeding ten years. The matter may be
reported to the National Prosecuting Authority (NPA) for criminal investigation
and charges in terms of the Prevention and Combating of Corrupt Activities
Act No 12 of 2004 or any other applicable legislation.

10. **Promotion of Emerging Black owned bidders**

10.1 It is the PPSA’s objective to promote transformation across all industries and/
or sectors of the South African economy and as such, bidders are
couraged to partner with a black owned entity (being 50%+1 black owned
and controlled). Such partnership may include the formation of a Joint
Venture and/ or subcontracting agreement etc., where a portion of the work
under this tender would be undertaken by black owned entities. To give effect
to this requirement, bidders are required to submit a partnership /
subcontracting proposal detailing the portion of work to be outsourced, level
of involvement of the black owned partner and where relevant, submit a
consolidated B-BBEE scorecard in-line with the provisions of the PPPFA
Regulations which will be considered as part of the B-BBEE scoring.

11. **Supplier Performance Management**

11.1. Supplier Performance Management is viewed by the PPSA as a critical
component in ensuring value for money acquisition and good supplier
relations between the PPSA and all its suppliers.

11.2. The successful bidder shall upon receipt of written notification of an award,
be required to conclude a Service Level Agreement (SLA) with the PPSA,
which will form an integral part of the supply agreement. The SLA will serve
as a tool to measure, monitor and assess the supplier’s performance and
ensure effective delivery of service, quality and value-add to PPSA’s
business.
11.3. Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

12. Supplier Development

12.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the PPSA and the successful bidder.

13. Screening

13.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the organ of the state.

14. PPSA requires bidder(s) to declare

In the Bidder’s Technical response, Bidder(s) are required to declare the following:

14.1 Confirm that the bidder(s) is to: –
14.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;
14.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
14.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
14.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
14.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
14.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
14.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

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

15. Conflict of interest, corruption and fraud

15.1 PPSA 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 PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

15.1.1 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;

15.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;

15.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;

15.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
15.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;

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

15.1.7 Has in the past engaged in any matter referred to above; or

15.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director’s name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16. Misrepresentation

16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA 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.

16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service 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.

17. Preparation costs

17.1 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 PPSA, 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.

18. **Indemnity**

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

19. **Precedence**

19.1 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.

20. **Limitation of liability**

20.1 A bidder participates in this bid process entirely at its own risk and cost.
PPSA 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.

21. **Tender defaulters and restricted suppliers**

21.1 No tender shall be awarded to a bidder whose name (or any of its members,
directors, partners or trustees) appear on the Register of Tender Defaulters
kept by National Treasury, or who have been placed on National Treasury's
List of Restricted Suppliers. PPSA 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 listed as defaulted with National Treasury by
another government institution.
22. **Governing Law**

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

23. **Responsibility for sub-contractors and bidder’s personnel**

23.1 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 PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

24. **Confidentiality**

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

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

24.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA’s written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which
follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

25. Proposal documents

25.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.

25.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.

25.3. Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the PPSA's policy not to consider late bids for tender evaluation.

25.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

25.4.1 Proposals must be compiled in the following manner:

25.4.1.1 One (1) original proposal (marked 'original') must be submitted and should not be retyped and one electronic copies (on CD)

25.4.1.2 Two (2) copies of the proposal (marked 'copy') must be submitted;

25.4.1.3 All Annexures, company profiles, CV's, etc., shall form part of the 'ORIGINAL' as well as the 'COPY' proposals.

25.4.2 All proposals must be delivered sealed. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

25.4.3 Name of bidder;

25.4.4 Description of proposal;

25.4.5 Bid / tender number;

25.4.6 Closing date and time;
25.4.7 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

25.5 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

25.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

26. Consultation prior to submission of the bid documents

Bidders shall consult, in writing, with the PPSA’s officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

<table>
<thead>
<tr>
<th>Officials</th>
<th>Location</th>
<th>Contact Details</th>
</tr>
</thead>
</table>
| Nkele Nemusimbori / Sana Nzolo | Public Protector South Africa  
175 Lunnnon Street  
Hillcrest Office Park  
Pretoria | Tel: 012 366 7014 / 7058  
Email: nkelen@pprotect.org  
SanaN@pprotect.org |

27. Clarifications and communication

27.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **11H00 28 June 2019**. No further questions will be entertained after this period.

27.2 The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
27.3 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

27.4 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

27.5 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.

27.6 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

27.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).

27.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

27.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
28. NB: COMPULSORY BRIEFING SESSION WILL BE HELD AT:

PPSA Head Office Conference room
Briefing session date: 21 June 2019 @11h00 AM
175 Lunnon Street,
Hillcrest Office Park,
Hillcrest,
Pretoria

29. BIDDER DECLARATION

The bidder hereby declares the following:

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

a. Render cloud hosted unified enterprise email management to all PPSA offices on request.

b. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;

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

d. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

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

f. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

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

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

i. Ensure that any information acquired by the bidder(s) from PPSA 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

______________________________

CONTENTS OF THIS DOCUMENT IS NOTED: ___________________________ 
SERVICE PROVIDERS INITIALS / SIGNATURE Important: Failure to complete/sign/initial this document 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!
PUBLIC PROTECTOR SOUTH AFRICA

SUPPLY OF TRAVEL MANAGEMENT SERVICES

RFB NO: PPSA 001/2019

PERIOD : THREE (3) YEARS
CLOSING TIME : 11:00 HOURS   DATE 2019/07/12
VALIDITY : 120 DAYS

A. CONDITIONS OF BID

1. Company profile

1.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:

1.1.1 Personnel complement, divided into -
1.1.1.1 Management personnel;
1.1.1.2 Supervisors; and
1.1.1.3 Workers. Full time: ....................... Part time: ....................

1.1.2 Composition in terms of shareholding
1.1.3 Address of Head Office.
1.1.4 Addresses of regional offices/branches
1.1.5 Bidders to indicate date from when the company commenced its operations.

1.1.6 Bidders to provide the details of completed contracts for the supply of air travel services, accommodation services, conferencing services, venue and car hire including the signed reference letters / contracts which were successfully completed within the past five (5) years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

1.1.7 Bidders to indicate their company financial position i.e. annual turnover.

1.1.8 Bidders to submit the names, postal address and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.

1.1.9 Bidders to submit the name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.

1.1.10 Bidders to indicate the name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

2. Reservations

2.1 The PPSA reserves the right to disqualify any bidder which does not comply with any one or more of the required information as indicated below:

2.1.1 If the bidder/s submit their bids without all the data and information requested.

2.1.2 Proposal that did not submit mandatory documents stipulated in the RFP document;

2.1.3 Proposal that fails to comply with the specification.

2.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.

2.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;

2.1.6 Bidders who receive information not available to other potential bidders through fraudulent means;
2.2 Bidders must take into consideration that it is the responsibility and accountability for the supply of air travel services, accommodation services, venue, conferencing services and car hire will remain with the successful Bidder/s.

2.3 Bidders to submit their delivery methodology indicating how the entire contract will be handled over the three (3) year period.

2.4 **PPSA reserve the rights:**

2.4.1 Not to award or cancel this bid at any time

2.4.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.

2.4.3 To award in part or in full.

2.4.4 To negotiate prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.

2.4.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.

2.4.6 To carry out explanatory meetings in order to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder’s corporate offices and / or at client sites if so required.

2.4.7 To award the contract to a Bidder whose bid was not the lowest in price.

2.4.8 To award the bid to a Bidder who is not the highest scoring Bidder.

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

2.4.10 The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such
amendments in good time and any such changes will also be posted on the PPSA’s website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

2.4.11 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.

2.4.12 The PPSA reserves the right to consider the guidelines and prescribed hourly remuneration rates for as provided by the Department of Labour.

2.4.13 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.

2.5 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract. Any enquiries must be referred, in writing, to the specified persons.

2.6. **Undertakings by the Bidder**

2.6.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

2.6.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFP.

2.6.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date.
such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

2.6.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

2.6.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.

2.6.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.

3. Previous experience

3.1 Bidders must submit written and signed reference letter/s from current or previous client/s where supply of travel services, accommodation services, venue, conferencing services and car hire were successfully provided. Provide signed reference letters that indicates the following:

3.1.1 Value of the project,
3.1.2 Contract period and
3.1.3 The industry/sector were the contract was carried out.

3.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.
4. Contract requirements

4.1 Contract period
The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The supply of travel services, accommodation services, conferencing services, venue and car hire period is three (3) years subject to annual review of service provider’s performance.

4.2 General terms and conditions of contract
Bidders must complete the attached the General Terms and Conditions of the contract.

5. Price basis

5.1 Bidders shall take into account that PPSA’s total requirements may be allocated to more than one bidder.

5.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included.

5.2.1 For PPSA to be in a position to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including escalation for a period of three (3) years.

5.3 Bidders shall quote on the basis indicated in the Pricing Schedule.

5.4 Prices tendered for must be inclusive of all required deliverables as per specification.

5.5 PPSA requires an all-inclusive and fully transparent cost structure.

5.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.

5.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
5.8 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

6. Payment terms

6.1 The standard 30 day payment period will apply on the payment of all invoices from receipt of valid invoice.

7. Tax clearance certificate

7.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.

7.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.

7.2 Implementation of the tax compliance status system

7.2.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:

7.2.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services' Tax compliance status system housed on eFiling.

7.2.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,

7.2.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government’s Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier’s tax status on the Central Supplier Database.
7.2.2 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

7.2.3 Accounting Officers are therefore required to accept printed or copies of Tax Clearance Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

7.2.4 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website www.csd.gov.za to access the supplier records and to verify the bidder’s tax compliance status. A printed screen view at the time of verification should then be attached to the supplier’s records for audit purposes.

8. Counter Conditions

Bidder’s attention is drawn to the fact that amendments to any of this condition of bid by bidders may results in the invalidation of the bids.

9. Fronting

9.1 The PPSA support the Broad Black Based Economic Empowerment and recognises that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.

9.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor
to prove that fronting does not exist. Failure to do so within a period of 14
days from date of notification may invalidate the bid/contract and may also
result in the restriction of the bidder /contractor to conduct business with the
public sector for a period not exceeding ten years. The matter may be
reported to the National Prosecuting Authority (NPA) for criminal investigation
and charges in terms of the Prevention and Combating of Corrupt Activities
Act No 12 of 2004 or any other applicable legislation.

10. Promotion of Emerging Black owned bidders

10.1 It is the PPSA’s objective to promote transformation across all industries and/
or sectors of the South African economy and as such, bidders are
encouraged to partner with a black owned entity (being 50%+1 black owned
and controlled). Such partnership may include the formation of a Joint
Venture and/ or subcontracting agreement etc., where a portion of the work
under this tender would be undertaken by black owned entities. To give effect
to this requirement, bidders are required to submit a partnership /
subcontracting proposal detailing the portion of work to be outsourced, level
of involvement of the black owned partner and where relevant, submit a
consolidated B-BBEE scorecard in-line with the provisions of the PPPFA
Regulations which will be considered as part of the B-BBEE scoring.

11. Supplier Performance Management

11.1. Supplier Performance Management is viewed by the PPSA as a critical
component in ensuring value for money acquisition and good supplier
relations between the PPSA and all its suppliers.

11.2. The successful bidder shall upon receipt of written notification of an award,
be required to conclude a Service Level Agreement (SLA) with the PPSA,
which will form an integral part of the supply agreement. The SLA will serve
as a tool to measure, monitor and assess the supplier's performance and
ensure effective delivery of service, quality and value-add to PPSA's
business.
11.3. Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

12. **Supplier Development**

12.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the PPSA and the successful bidder.

13. **Screening**

13.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the organ of the state.

14. **PPSA requires bidder(s) to declare**

In the Bidder's Technical response, Bidder(s) are required to declare the following:

14.1 Confirm that the bidder(s) is to: –
14.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;
14.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
14.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
14.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
14.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
14.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
14.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

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

15. Conflict of interest, corruption and fraud

15.1 PPSA 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 PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

15.1.1 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;

15.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;

15.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;

15.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
15.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;

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

15.1.7 Has in the past engaged in any matter referred to above; or

15.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16. Misrepresentation

16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA 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.

16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service 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.

17. Preparation costs

17.1 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 PPSA, 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.

18.  Indemnity

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

19.  Precedence

19.1 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.

20.  Limitation of liability

20.1 A bidder participates in this bid process entirely at its own risk and cost.
PPSA 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.

21.  Tender defaulters and restricted suppliers

21.1 No tender shall be awarded to a bidder whose name (or any of its members,
directors, partners or trustees) appear on the Register of Tender Defaulters
kept by National Treasury, or who have been placed on National Treasury’s
List of Restricted Suppliers. PPSA 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 listed as defaulted with National Treasury by
another government institution.
22. **Governing Law**

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

23. **Responsibility for sub-contractors and bidder’s personnel**

23.1 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 PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

24. **Confidentiality**

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

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

24.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA’s written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which
follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

25. Proposal documents

25.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.

25.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.

25.3. Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the PPSA's policy not to consider late bids for tender evaluation.

25.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

25.4.1 Proposals must be compiled in the following manner:

25.4.1.1 One (1) original proposal (marked 'original') must be submitted and should not be retyped and one electronic copies (on CD)

25.4.1.2 Two (2) copies of the proposal (marked 'copy') must be submitted;

25.4.1.3 All Annexures, company profiles, CV’s, etc., shall form part of the ‘ORIGINAL’ as well as the ‘COPY’ proposals.

25.4.2 All proposals must be delivered sealed. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

25.4.3 Name of bidder;

25.4.4 Description of proposal;

25.4.5 Bid / tender number;

25.4.6 Closing date and time;
25.4.7 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

25.5 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

25.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

26. **Consultation prior to submission of the bid documents**

Bidders shall consult, in writing, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

<table>
<thead>
<tr>
<th>Officials</th>
<th>Location</th>
<th>Contact Details</th>
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<tbody>
<tr>
<td>Nkele Nemusimbori</td>
<td>Public Protector South Africa</td>
<td>Tel: 012 366 7014 / 7058</td>
</tr>
<tr>
<td>Sana Nzolo</td>
<td>175 Lunnon Street Hillcrest Office Park Pretoria</td>
<td>Email: <a href="mailto:nkelen@pprotect.org">nkelen@pprotect.org</a></td>
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<td></td>
<td></td>
<td>Email: <a href="mailto:SanaN@pprotect.org">SanaN@pprotect.org</a></td>
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27. **Clarifications and communication**

27.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **11H00 28 June 2019**. No further questions will be entertained after this period.

27.2 The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
27.3 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

27.4 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

27.5 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.

27.6 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

27.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).

27.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

27.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
28. NB: COMPULSORY BRIEFING SESSION WILL BE HELD AT:

PPSA Head Office Conference room
Briefing session date: 21 June 2019 @11h00 AM
175 Lunnion Street,
Hillcrest Office Park,
Hillcrest,
Pretoria

29. BIDDER DECLARATION

The bidder hereby declares the following:

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

a. Render cloud hosted unified enterprise email management to all PPSA offices on request.

b. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;

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

d. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

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

f. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

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

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

i. Ensure that any information acquired by the bidder(s) from PPSA 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 ___________________________

CONTENTS OF THIS DOCUMENT IS NOTED: ___________________________
SERVICE PROVIDERS INITIALS / SIGNATURE ___________________________
Important: Failure to complete/sign/initial this document 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!
### PRICING SCHEDULE
(Professional Services)

**NAME OF BIDDER:** ………………………………………………………………………

**TENDER NUMBER:** **PPSA 001/2019**

**CLOSING DATE & TIME:** 12 JULY 2019 at 11:00

**OFFER TO BE VALID FOR (120) DAYS FROM THE CLOSING DATE OF BID.**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX</th>
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**APPOINTMENT OF THE SERVICE PROVIDER TO RENDER TRAVEL MANAGEMENT SERVICES FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) NATIONALLY FOR A PERIOD OF THREE (3) YEARS**

- **SERVICE FEE SCHEDULE**

**NOTE:** Completing the pricing schedule in the prescribed format is compulsory and must not be reproduced or retyped in any manner whatsoever.

**Service fee – per transaction (Vat inclusive) Basket of service**

1. **1. AIRLINE RESERVATION FEE**
   - **FEE (each) Vat inclusive**

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2. **2. ACCOMMODATION RESERVATION FEE – PER TRANSACTION**
   - **FEE (each) Vat inclusive**

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<td>Bill back - Guest house reservations - Non-GDS</td>
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**SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS**
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<th>Service Description</th>
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<td>Bill back - Guest house reservations - Non-GDS</td>
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<td>3. CAR, BUS SHUTTLE &amp; TRAIN RESERVATION FEE</td>
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<td>Changes w.r.t. domestic, regional and international</td>
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<td>4. AFTER HOURS FEE</td>
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<td>5. VISA APPLICATION</td>
<td>FEE (each) Vat inclusive</td>
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<td>6. OTHER SERVICES (Bidders to indicate the services)</td>
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<td>7. CONFERENCE &amp; EVENTS MANAGEMENT FEE</td>
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<td>R ..................................</td>
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</tr>
</tbody>
</table>

- The service 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.
- The transaction fees must be fixed for the first twelve months (12) and a fixed escalation percentage for each of the next two (2) years must be provided.

SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
Volume driven incentives

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

a) National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
b) Any commissions earned through the PPSA volumes will be reimbursed to PPSA.
c) TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

Any enquiries regarding bidding procedures may be directed to the following enquiries:

Name: Nkele Nemusimbori
Tel: 012-3667014 or Nkelen@pprotect.org

And Technical matters:

Name: Ms. Sana Nzolo
Tel: 012 366 7058 or SanaN@pprotect.org
SBD 4

DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or

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

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

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

2.2 Identity Number: ..........................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder, member): ..............................................................

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

2.5 Tax Reference Number: ..................................................................................................

2.6 VAT Registration Number: ............................................................................................

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

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

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

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
2.7 Are you or any person connected with the bidder presently employed by the state?  
YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ........................................
Name of state institution at which you or the person connected to the bidder is employed: ........................................
Position occupied in the state institution: ........................................

Any other particulars: ........................................................................................................
........................................................................................................
........................................................................................................

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

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

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

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

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

2.8.1 If so, furnish particulars:
........................................................................................................
........................................................................................................
........................................................................................................

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

......................................................... .........................................................
Signature Date

......................................................... .........................................................
Position Name of bidder

November 2011

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2
   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ..........80/20.......... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td></td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td></td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in...
terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) "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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "prices" includes all applicable taxes less all unconditional discounts;

(h) "proof of B-BBEE status level of contributor" means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

\[ P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\( P_s \) = Points scored for price of bid under consideration

\( P_t \) = Price of bid under consideration

\( P_{\text{min}} \) = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
</tbody>
</table>
5. **BID DECLARATION**

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

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: \(=\) ...........(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

![Checkbox](YES NO)

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted?

\(=\) ......................\%

ii) The name of the subcontractor...

iii) The B-BBEE status level of the subcontractor...

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

![Checkbox](YES NO)

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. .............................................

2. .............................................

............................... .............................................
SIGNATURE(S) OF BIDDER(S)

DATE: .............................................

ADDRESS .............................................

.............................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
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</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td></td>
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<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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<tr>
<td>4.3</td>
<td>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?</td>
<td></td>
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</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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<tr>
<td>4.4</td>
<td>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?</td>
<td></td>
<td></td>
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</tbody>
</table>
CERTIFICATION

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

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

....................................................  ........................................
Signature                          Date

....................................................  ........................................
Position                           Name of Bidder

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids\(^1\) invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).\(^2\) Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

\(^1\) Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

PPSA 001/2019 (Supply of travel management services for Public Protector South Africa
(PPSA) nationally for a period of three (3) years)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: ____________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

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

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

---

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

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

................................................................. .................................................................
Signature                                      Date

................................................................. .................................................................
Position                                       Name of Bidder

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
VERIFICATION DOCUMENT

Required documentation to be attached to the cover pages as indicated below.
To assist bidders to check that all required documents are included in the file.

<table>
<thead>
<tr>
<th>ID</th>
<th>RETURNABLE DOCUMENTS</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)</td>
<td>YES</td>
</tr>
<tr>
<td>1</td>
<td>Invitation to bid (SBD1)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Special Bid Conditions</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Specification</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>General Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Valid Tax Clearance Certificate (SBD 2)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Pricing Schedule Firm Price (SBD 3.3)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Detailed Pricing Schedule (spread sheet)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Declaration of Interest (SBD 4)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Preferential Points Claim Form (SBD 6.1)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Declaration Certificate for Local Production Content (SBD 6.2)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>11</td>
<td>Declaration of bidders past SCM Practices (SBD 8)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Certificate of Independent bid determination (SBD 9)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>BBBEE Documents (Only If Bidders want to claim preferential points of 20%,( Status Level Verification Certificate)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Copy of Board Resolutions, duly certified</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Company Registration Documents</td>
<td></td>
</tr>
<tr>
<td>16</td>
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<td>If applicable</td>
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<td>Employment Equity Approved Plan</td>
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<td>List of shareholders on company letterhead</td>
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<td>Share Certificates</td>
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<tr>
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<td>Identity Documents of Shareholders</td>
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<td>24</td>
<td>List of beneficiaries in the case of a Trust (full names, not initials)</td>
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<td>25</td>
<td>Fully accredited member of the Association of South African Travel Agencies (ASATA)</td>
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<tr>
<td>26</td>
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REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
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<td>Submission of proof a letter of good financial standing and latest three (3) year certified or audited financial statements</td>
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<tr>
<td>30</td>
<td>Signed SBD 3.1: Pricing schedule – firm prices</td>
</tr>
</tbody>
</table>
Invitation to bid (SBD1)

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Special Bid Conditions

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Specification

Attach the required documents to and immediately after this cover page and return with proposal documentation.
General Conditions of Contract

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Tax Clearance certificate

Bidders to submit either printed or copies of Tax Clearance Certificate

Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database Number, the Central Supplier Database Number via the Central Supplier Database website www.csd.gov.za to access the supplier records and to verify the bidder’s tax compliance status. A printed screen view at the time of verification must be attached to the supplier’s records for audit purposes.

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Pricing Schedule Firm Price (SBD 3.3)

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Detailed Pricing Schedule

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Declaration of Interest (SBD 4)

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Preferential Points Claim Form (SBD 6.1)

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Declaration Certificate for Local Production Content (SBD 6.2) Not Applicable

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Declaration of bidders past SCM Practices (SBD 8)

Attach the required documents to and immediately after this cover page and return with proposal documentation

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
Certificate of Independent bid determination (SBD 9)

Attach the required documents to and immediately after this cover page and return with proposal documentation

REF: SUPPLY OF TRAVEL MANAGEMENT SERVICE TO PPSA NATIONALLY OVER A PERIOD OF THREE (3) YEARS
BBBEE accreditation certificate

If Bidders want to claim preferential points, then bidders must submit one of the following documents applicable to their companies:

- Bidders other than EME's that want to claim preferential points should submit original and valid BBBEE status Level Verification Certificate or certified copies thereof together with their bids, from verification agencies accredited by SANAS or registered auditors approved by Independent Regulatory Board of Auditors (IRBA).
- EME’s that want to claim preferential points should submit certificate issued by Accounting Officer (as contemplated in the Closed Corporation Act (CCA)) or Registered Auditor or Verification Agencies accredited by SANAS.
- A trust, consortium or joint venture will qualify for points for their BBBEE status level as a legal entity, provided that the entity submits their BBBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecards as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate tender.

Attach the required documents to and immediately after this cover page and return with proposal documentation.
Company registration

Attach company registration documents to and immediately after this cover page and return with proposal documentation.
Joint venture / Consortium agreement

Is the bidding entity a JV or Consortium
Yes / No

If Yes:

1. Attach agreements **signed** by all parties thereto immediately after this cover page and return with proposal
### Company Profile (Not more than 3 pages)

<table>
<thead>
<tr>
<th>PTY’s</th>
<th>(Circle the correct answer)</th>
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<tr>
<td>i)</td>
<td>Is your company a Pty?</td>
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<tr>
<td>ii)</td>
<td>Has the company been trading in the past 12 months?</td>
</tr>
</tbody>
</table>

If the answer to both the above is a yes, then attach (previous financial year) audited financial statements signed by auditors or registered accountants to and immediately after this cover page and return with proposal.

If the answer to (ii) is NO, then attach a signed confirmation letter from the auditor.

<table>
<thead>
<tr>
<th>Close Corporations</th>
<th>(Circle the correct answer)</th>
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<tr>
<td>iii)</td>
<td>Is your company a Close Corporation?</td>
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<td>iv)</td>
<td>Has it been trading in the past 12 months?</td>
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</tbody>
</table>

If yes to both the above, attach (previous financial year) financial statements signed by the members to and immediately after this cover page and return with proposal.

If the answer to (iv) is NO, then attach a signed confirmation letter from the auditor.
Complex Group Structure

Does your company have other companies as shareholders

If yes, bidders are requested to submit the following:

1. Total breakdown of the shareholding in those companies/organization
2. Diagram of the group structure
Employment Equity approved plan:

1. Please attach employment equity plans submitted to and approved by the Department of Labour.

2. Enterprises employing less than fifty (50) people are exempted from this requirement.
Shareholders:

Bidders to submit the list of shareholders on the company letterhead as follows:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name (where applicable)</th>
<th>Surnames</th>
<th>Percentage (%)</th>
<th>Gender</th>
<th>Race</th>
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N.B. Share certificates must be submitted.
Identity documents:

Attach the required documents to and immediately after this cover page and return with proposal documentation

Note: Please note that Listed companies are exempted from this requirement
Directors:

Bidders to submit the list of Directors on the company letterhead as follows:

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<thead>
<tr>
<th>First Name</th>
<th>Middle Name (where applicable)</th>
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<th>Percentage (%)</th>
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Trust beneficiaries:

Bidders to provide definition of the trust/share scheme and submit the list of trust beneficiaries as follows:

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<tr>
<th>First Name</th>
<th>Middle Name (where applicable)</th>
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Signed SBD 3.1: Pricing schedule – firm prices

Attach the required documents to and immediately after this cover page and return with proposal documentation
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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7. Performance security
8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,
training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all
of the following materials, notifications, and information pertaining to
spare parts manufactured or distributed by the supplier:

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   (i) the name and address of the supplier and / or person restricted by the purchaser;
   (ii) the date of commencement of the restriction
   (iii) the period of restriction; and
   (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
29. Governing language

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.