

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	PPSA 005/2022	CLOSING DATE: 22 JULY 2022	CLOSING TIME: 11H00
DESCRIPTION	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 RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
Public Protector South Africa			
175 Lunnon Street			
Hillcrest Office Park			
Pretoria			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MCATHY RAMOSIBUDI	CONTACT PERSON	NKELE NEMUSIMBORI
TELEPHONE NUMBER	012 366 7014	TELEPHONE NUMBER	012 366 7032
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	McathyR@pprotect.org	E-MAIL ADDRESS	nkelen@pprotect.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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.”

**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:

.....

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>PPSA 005/2022</b>
Closing Time 11:00	Closing date <b>22 JULY 2022</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....

- At: .....

.....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

SBD4

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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) | Status level certificate issued by an authorized body or person; | B-BBEE    |
| 2) | affidavit as prescribed by the B-BBEE Codes of Good Practice;    | A sworn   |
| 3) | requirement prescribed in terms of the B-BBEE Act;               | Any other |
- (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 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = 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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**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 10 or 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)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
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<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
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# **TERMS OF REFERENCE AND CONDITIONS** **OF BID**

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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**

**BID NUMBER: PPSA 005/2022**

**ISSUE DATE: 15 JUNE 2022**

**COMPULSORY BRIEFING SESSION DATE: 29 JUNE 2022 @ 11H00**

**COMPULSORY BRIEFING SESSION LINK: [https://teams.microsoft.com/l/meetup-join/19:meeting\\_MzgzYzQ0NzMtZThmYi00YjMxLTk3ZDAzMzAzZDcyNiNkNTFk@thread.v2/0?context=%7B%22Tid%22:%225794590e-ee6e-4a8b-86f5-8db96801b3b9%22,%22Oid%22:%22146faaa6-f9f4-47fc-bc9d-57ec82ea6441%22%7D](https://teams.microsoft.com/l/meetup-join/19:meeting_MzgzYzQ0NzMtZThmYi00YjMxLTk3ZDAzMzAzZDcyNiNkNTFk@thread.v2/0?context=%7B%22Tid%22:%225794590e-ee6e-4a8b-86f5-8db96801b3b9%22,%22Oid%22:%22146faaa6-f9f4-47fc-bc9d-57ec82ea6441%22%7D)**

**CLOSING DATE AND TIME OF BID: 22 JULY 2022 AT 11:00 AM**

**BID VALIDITY PERIOD: 120 DAYS**

## 1. 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.

## 1.3 DEFINITIONS

ID		DESCRIPTION
1	<b>Accommodation</b>	Means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
2	<b>After-hours service</b>	Refers to an enquiry or travel request that is actioned after normal working hours
3	<b>Air travel</b>	Means travel by airline on authorised

		official business.
4	<b>Authorising Official</b>	Means the employee who has been appointed to authorise travel in respect of travel requests and expenses.
5	<b>Car Rental</b>	Means the rental of a vehicle for a short period of time by a Traveller for official purposes.
6	<b>PPSA</b>	Means the Public Protector South Africa.
7	<b>Domestic travel</b>	Means travel within the borders of the Republic of South Africa.
8	<b>Emergency service</b>	Means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
9	<b>International travel</b>	Refers to travel outside the borders of the Republic of South Africa.
10	<b>Management Fee</b>	Is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services
11	<b>Quality Management System</b>	Means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
12	<b>Regional travel</b>	Means travel across the border of South Africa Possible take our

		regional
13	<b>Service Level Agreement (SLA)</b>	Is a contract between the TMC and Institution that defines the level of service expected from the Travel Management Company (TMC).
14	<b>Shuttle Service</b>	Means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
15	<b>Third party fees</b>	Are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees, after hours' and courier fees.
16	<b>Transaction Fee</b>	Means the fixed negotiated fee charged for each specific service type e.g. international air ticket.
17	<b>Traveller</b>	Refers to a PPSA official, consultant or contractor/ or any other person travelling on official business on behalf of PPSA
18	<b>Travel Authorisation</b>	Is the official form utilised by PPSA reflecting the detail and order number of the trip that is approved by the relevant authorising official.
19	<b>Travel Booker</b>	Is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the traveller
20	<b>TMC</b>	TMC refers to the Company contracted to provide travel management services

		(Travel Agents).
21	<b>Travel Voucher</b>	Means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
22	<b>Value Added Services</b>	Are services that enhance or complement the general travel management services e.g. travel advisories.
23	<b>VAT</b>	Means Value Added Tax.
24	<b>VIP or Executive Service</b>	Means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

## 2. Objective of the bid

2.1 The appointment of a travel management company to render travel and accommodation services i.e air travel, accommodation, conferencing, venue and car hire for PPSA over a period of three (3) years.

## 3. Scope of work

3.1 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;

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

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

### 3.4. Travel volumes

Category	Fin Year 2019/2020			Data 2020/2021			Total Sum of Trns	Total Sum of Tot Fare	Total % Split
	Trns	Tot Fare	% Split	Trns	Tot Fare	% Split			
Accommodation Domestic	344	975 018	24,49%	139	517 781	51,50%	483	1 492 800	29,93%
Car Hire	350	1 299 241	32,63%	61	187 010	18,60%	411	1 486 251	29,80%
Domestic Air Travel	189	853 407	21,43%	82	290 394	28,88%	271	1 143 800	22,94%
Regional Air Travel	26	402 616	10,11%	-	-	0,00%	26	402 616	8,07%
International Air Travel	9	219 517	5,51%	-	-	0,00%	7	219 517	4,40%
Accommodation International	23	188 042	4,72%	-	-	0,00%	23	188 042	3,77%
Transfers	36	43 600	1,10%	7	10 200	1,01%	43	53 800	1,08%
<b>Grand Total</b>	<b>977</b>	<b>3 981 440</b>	<b>100,00%</b>	<b>287</b>	<b>1 005 385</b>	<b>100,00%</b>	<b>1 264</b>	<b>4 986 825</b>	<b>100,00%</b>

3.4.1 Note: The above figures are meant for illustration purposes and to serve as a guide for PPSA travel volumes.

### 3.5 SERVICE FEE SCHEDULE

<b>NOTE: Completing the pricing schedule in the prescribed format is compulsory and must not be reproduced or retyped in any manner whatsoever</b>			
<b>Service fee – per transaction (Vat inclusive) Basket of service</b>			
<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>1. AIRLINE RESERVATION FEE</b>	<b>FEE (each) Vat inclusive</b>	<b>FEE (each) Vat inclusive</b>	<b>FEE (each) Vat inclusive</b>
<b>DOMESTIC</b>			
E-ticket: Point-to-point (Round Trip)	R .....	R .....	R .....
Refund processing	R .....	R .....	R .....
<b>INTERNATIONAL</b>			
E-ticket: Point-to-point (Round Trip)	R .....	R .....	R .....
E-ticket: Multi-sector	R .....	R .....	R .....
<b>REGIONAL</b>			
E-ticket: Point-to-point (Round Trip)	R .....	R .....	R .....

E-ticket: Multi-sector	R .....	R .....	R .....
<b>2.ACCOMMODATION RESERVATION FEE – PER TRANSACTION</b>	<b>FEE (each) Vat inclusive</b>	<b>FEE (each)</b>	<b>FEE (each)</b>
<b>DOMESTIC</b>			
Bill back : Hotel - GDS Property	R .....	R .....	R .....
Bill back - Guest house reservations - Non-GDS	R .....	R .....	R .....
<b>INTERNATIONAL</b>			
Bill back : Hotel - GDS Property	R .....	R .....	R .....
Bill back - Guest house reservations - Non-GDS	R .....	R .....	R .....
Bill back : Hotel - GDS Property	R .....	R .....	R .....
Bill back - Guest house reservations - Non-GDS	R .....	R .....	R .....
<b>3. CAR, BUS SHUTTLE &amp; TRAIN RESERVATION FEE</b>	<b>FEE (each) Vat inclusive</b>	<b>FEE (each)</b>	<b>FEE (each)</b>
<b>DOMESTIC</b>			
Bill back: Consultation & reservation	R .....	R .....	R .....
<b>INTERNATIONAL</b>			
Bill back: Consultation & reservation	R .....	R .....	R .....
<b>REGIONAL</b>			

Bill back: Consultation & reservation	R .....	R .....	R .....
Changes w.r.t. domestic, regional and international	R .....	R .....	R .....
<b>4. AFTER HOURS FEE</b>	<b>FEE (each) Vat inclusive</b> R .....	<b>FEE (each)</b> R .....	<b>FEE (each)</b> R .....
Per incident / new booking / change	R .....	R .....	R .....
<b>5. VISA APPLICATION</b>	<b>FEE (each) Vat inclusive</b> R .....	<b>FEE (each) Vat inclusive</b> R .....	<b>FEE (each) Vat inclusive</b> R .....
<b>6. OTHER SERVICES (Bidders to indicate the services)</b>	R .....	R .....	R .....
<b>7. CONFERENCE &amp; EVENTS MANAGEMENT FEE</b>			
<p>..... <b>points of Conference / Event Total (Vat inclusive)</b></p> <p>R .....</p>			
<p><b>ESTIMATE FEE TOTAL FOR A ONE YEAR PERIOD (VAT INCLUSIVE)</b></p> <p>R.....</p>			

3.5.1 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.

3.5.2 **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.**

### 3.5.3 **Volume driven incentives**

3.5.3.1 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.

## 4. Service Requirements

### 4.1 General

- 4.1.1 The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:
- 4.1.2 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;
- 4.1.3 Provide travel management services during normal office hours including after hours, weekends and emergency;
- 4.1.4 Familiarisation with current PPSA travel business processes;
- 4.1.5 Familiarisation with current PPSA Travel Policy and implementations of controls to ensure compliance;
- 4.1.6 Provide a facility for PPSA to update their travellers' profiles; Verify if all TMC's provides the services;
- 4.1.7 Manage the third party service providers by addressing service failures and complaints against these service providers;
- 4.1.8 Consolidate all invoices from travel suppliers and provide invoices for the service rendered as per the Service Level Agreement (SLA) that will be concluded;
- 4.1.9 Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition;
- 4.1.10 Provide the reference letters from contactable existing/recent clients (within past five years) which are of similar operations to the PPSA;
- 4.1.11 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.
- 4.1.12 The Travel Management Company (TMC) will make all reservations in line with the PPSA Travel and Accommodation policy;
- 4.1.13 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;

- 4.1.14 The participation in third party incentive schemes promoting sales of a specific product etc. is not allowed; and
- 4.1.15 The TMC will create Traveller Profiles for all Travellers and ensure that the information is updated. (Benchmark if all travellers do have this service).

## **4.2 Travel and Accommodation responsibilities**

- 4.2.1 The Travel Agent will be responsible for the following:
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 Advance travel plans where a variety of traveling routes, accommodation and services are to be provided.
- 4.2.5 Submission of invoices on monthly basis 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.
- 4.2.6 It is the responsibility of the bidder to ensure that all invoices for services rendered are submitted to PPSA within three (3) months, all invoices submitted after three (3) months will be treated as null and void and will not accepted for processing.
- 4.2.7 Monthly submissions of the required management reports.
- 4.2.8 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.
- 4.2.9 Ensuring confidentiality in respect of all travel and accommodation arrangements concerning all persons.
- 4.2.10 Ensuring continued negotiations with suppliers of all services to the benefit of the PPSA.
- 4.2.11 Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips when required;

### 4.3 Bookings and Reservations

The Travel Management Company shall:

- 4.3.1 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;
- 4.3.2 Always make the most cost effective travel arrangements based on the request from the traveller and/or travel booker;
- 4.3.3 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;
- 4.3.4 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;
- 4.3.5 Book parking facilities at the airports when required for the duration of the travel;
- 4.3.6 Respond within one (1) hour from the time when the request was lodged by PPSA and process all queries, requests, changes and cancellations within one (1) hour and accurately;
- 4.3.7 Issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times as per the SLA;
- 4.3.8 Advise the Traveller of all visa and inoculation requirements well in advance;
- 4.3.9 The TMC may be required to assist the travellers with facilitation of visa application and advise the traveller(s) where visas will be required.
- 4.3.10 Facilitate all reservations and booking that are required.
- 4.3.11 Ensure that, unless otherwise stated, all bookings include domestic, regional and international travel bookings;
- 4.3.12 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;

- 4.3.13 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by PPSA and (Justification and alignment of the document);
- 4.3.14 Ensure timeous submission of proof that services have been satisfactorily delivered (invoices) as per PPSAs instructions;
- 4.3.17 Endeavour to make the most cost effective travel arrangements while taking the convenience and requirements of the traveller into consideration.
- 4.3.18 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

#### **4.4 Quarterly and Annual Travel Reviews**

- 4.4.1 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.
- 4.4.2 Annual Reviews are also required to be presented to PPSA's Senior Management.

#### **4.5 Support Services**

##### **Travel Agent services**

- 4.5.1 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.
- 4.5.2 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.

#### **4.6 After Hours and Emergency Services**

- 4.6.1 The TMC must provide a consultant or team of consultants to assist travellers with after hours and emergency reservations and changes to travel plans;
- 4.6.2 A dedicated consultant/s must be available to assist officials of the PPSA and VIP/Executive Travellers with after hour or emergency assistance.
- 4.6.3 After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.

- 4.6.4 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
- 4.6.5 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.

## **4.7 Communication**

- 4.7.1 The TMC must establish communication with all the stakeholders that include the Travellers, Travel Bookers, service providers and the PPSA's financial departments.
- 4.7.2 The TMC can be requested to conduct workshops and training sessions for Travellers and Travel Bookers.
- 4.7.3 All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement agreed by PPSA and the appointed TMC.

## **4.8 Financial Management**

- 4.8.1 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.
- 4.8.2 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.
- 4.8.3 Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 4.8.4 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.
- 4.8.5 Provide consolidate Travel Supplier bill-back invoices.
- 4.8.5 The TMC will use the PPSA Lodged Card for the payment of air, accommodation and ground transportation.
- 4.8.6 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.

4.8.7 Ensure Travel Supplier accounts are settled timeously.

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

4.8.9 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.

4.8.10 The TMC will settle the Travel service providers' accounts within the agreed payment terms.

#### **4.9 Technology, Management Information and reporting**

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

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

4.9.3 All management information and data input must be accurate;

4.9.4 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 service provider will be reviewed on a quarterly to assess the customer satisfaction and the information will be shared with the appointed service provider.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

4.9.5 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).

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

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

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

#### 4.9.8.1 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);

#### 4.9.8.2 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.

4.9.9 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.

### 4.10 Account Management

4.10.1 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.

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

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

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

4.10.5 Ensure that the PPSA's Travel Policy is enforced.

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

4.10.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers

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

#### **4.11 Value Added Services**

4.11.1 The TMC must provide the following value added services:

4.11.4.1 Electronic voucher retrieval via web and smart phones;

4.11.4.2 SMS notifications for travel confirmations;

4.11.4.3 Travel audits;

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

4.11.4.5 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

#### **4.12 Cost Management**

4.12.1 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.

4.12.2 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.

4.12.3 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.

#### **4.13. Reimbursement of services rendered**

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

4.13.2 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.

4.13.3 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.**

#### **4.14 Required travel management services**

##### **Air travel services**

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

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

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

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

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

4.14.6 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;

- 4.14.7 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.
- 4.14.8 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
- 4.14.9 The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fare where applicable
- 4.14.10 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.) and
- 4.14.11 Assist with lounge access if and when required.
- 4.14.12 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.
- 4.14.13 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
- 4.14.14 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;

#### **4.15 Accommodation**

- 4.15.1 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;
- 4.15.2 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;
- 4.15.3 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.
- 4.15.4 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;

4.15.5 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;

4.15.6 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

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

#### **4.15.8 Car Rental and Shuttle Services**

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

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

4.15.8.3 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.

4.15.8.4 The TMC may offer alternative ground transportation to the Traveller.

#### **4.16. Conferencing services**

4.16.1 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.

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

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

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

**5. The bid will be evaluated in four (4) phases as outlined below:**

**5.1 Phase1 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:

5.1.1 Signed SBD 1: Invitation to Bid

5.1.2 Signed SBD 4: Declaration of interest

5.1.3 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2017

5.1.4 Original or certified **valid** BBBEE certificate

**5.2 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.

**5.2.1** Fully accredited member of the **Association of South African Travel Agencies (ASATA) (submit valid certificate or letter)**

**5.2.2** Fully accredited member of the **International Air Transport Association (IATA) (Submit valid certificate or letter)**

5.2.3 Submission of proof a letter of good financial standing from the bank to verify the financial health of the bidder.

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

5.2.5 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).

5.2.6 Signed SBD 3.1: Pricing schedule – firm prices

5.2.7 Compulsory briefing session (bidder to submit the compulsory briefing session certificate)

5.2.8 Submission of one (1) original proposal document and one (1) memory stick / USB. The bidder to ensure that all the information in the proposal document is the same as in the memory stick / USB.

**5.3 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.

Criteria	Weight 100/100	Sub-criteria
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**Functionality A Evaluations (80/100)**

<p><b>Company experience</b> in providing travel, accommodation, venue, conferencing and care hire</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Contact Person;</li> <li>• Organisation/ Company name and</li> <li>• Cell number/Office number</li> </ul>	40/100	<ul style="list-style-type: none"> <li>• Bidder with more than 4 years' experience and has handled contracts to the value of more than R 5 million supported by at least 4 signed clients reference letters = <b>5</b></li> <li>• 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 = <b>3</b></li> <li>• 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 = <b>1</b></li> </ul>
<p>Bidder's capabilities to provide a detailed project plan for implementing the service and meet the service level agreement.</p> <p><b>The project plan should outline but not limited to the following:</b></p> <p>a) <i>Management of all reservations and bookings</i></p> <p>b) <i>After-hours services and emergency bookings</i></p> <p>c) <i>Invoicing and Account management</i></p> <p>d) <i>Communication and reporting</i></p>	40/100	<ul style="list-style-type: none"> <li>• If project plan clearly outline all four (4) requirements = <b>5</b></li> <li>• If project plan clearly outline only three (3) of the four (4) requirements = <b>3</b></li> <li>• If project plan clearly outline less than three (3) of the four (4) requirements = <b>1</b></li> </ul>

**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**.

<p><b>Presentation:</b> The evaluation team will evaluating the bidders on the following.</p> <p>a) <i>Management of all reservations and bookings</i></p> <p>b) <i>After-hours services and emergency bookings</i></p> <p>c) <i>Invoicing and Account management</i></p> <p>d) <i>Communication and reporting</i></p> <p>e) <i>Arrangements and relationship with banks and accommodation establishments i.e hotels, lodges, B&amp;B etc.</i></p> <p>(1) <b>Exceptional</b> demonstration by the bidder of the relevant ability, understanding, experience, skills and resources to meet the needs of PPSA.</p> <p>(2) <b>Above average</b> demonstration by the bidder of the relevant ability, understanding, experience, skills and resources to meet the needs of PPSA.</p> <p>(3) <b>Average</b> demonstration by the bidder of the relevant ability, understanding, experience, skills, and resources to meet the needs of PPSA.</p> <p>(4) <b>Below average</b> demonstration by the bidder with some minor reservations of the bidder's relevant ability, understanding, experience and resources to meet the needs of PPSA</p> <p><b>Poor</b> demonstration by the bidder with considerable reservations of the supplier's relevant ability, understanding, experience, skill resources to meet the needs of PPSA</p> <p>(6) <b>Unacceptable</b> the bidder does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, and resources to</p>	20/100	<p>The following scoring will be used during presentation</p> <p>(1) <b>Excellent:</b> Exceeds the requirements with major additional benefits = <b>5</b></p> <p>(2) <b>Good:</b> Satisfies the requirement with <b>minor additional benefits = 4</b></p> <p>(3) <b>Acceptable:</b> Satisfies the requirement = <b>3</b></p> <p>(4) <b>Fair :</b> Satisfies the requirement with <b>minor reservations = 2</b></p> <p>(5) <b>Poor :</b> Satisfies the requirement with <b>major Reservations=1</b></p> <p>(6) <b>Unacceptable:</b> Does not meet the Requirement=<b>0</b>.</p>
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**5.4 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 BBEE:** Price (80/100) and BBEE (20/100)

#### 5.4.1 Pricing and BBEE

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:

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to BBEE	20/100	Points will be awarded to bidders according to their BBEE status level of contributor as indicated in the BBEE accreditation certification as indicated below:
BBEE LEVELS		SCORES
Level 1		20
Level 2		18
Level 3		14
Level 4		12
Level 5		8
Level 6		6
Level 7		4
Level 8		2
Non-compliant Contributor		0

5.4.2 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.

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

5.4.4 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.

5.4.5 Failure on the part of the bidder to comply with paragraphs 5.4.3 and 5.4.4 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).

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

5.4.7 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.

5.4.8 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.

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

## **6. Delivery address**

6.1 PPSA various offices

## **7. Pricing**

7.1 Bidders to complete the service fee schedule as per clause 3.5 and the total project cost to be transferred to the SBD 3.1.

## **PART B: ADDITIONAL REQUIREMENTS AND CONDITIONS OF BID**

## 8. ADDITIONAL REQUIRED INFORMATION

### 8.1. Company profile

8.1 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:

8.1.1 Personnel complement, divided into -

8.1.1.1 Management personnel;

8.1.1.2 Supervisors; and

8.1.1.3 Workers. Full time: ..... Part time: .....

8.1.2 Composition in terms of shareholding

8.1.3 Address of Head Office.

8.1.4 Addresses of regional offices/branches

8.1.5 Bidders to indicate date from when the company commenced its operations.

8.1.6 Bidders to provide the details of completed contracts for the appointment of the service to render travel management services for Public Protector South Africa (PPSA) nationally for a period of three (3) years. Submit the signed reference letters / contracts where the provision of travel management services were successfully provided within the past five (05) 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.

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

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

8.1.9 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.

8.1.10 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.

## **9. Previous experience**

9.1 Bidders must submit written and signed reference letter/s from current or previous clients for the provision of travel management services was successfully provided. Provide signed reference letters that indicates the following:

9.1.1 Value of the project,

9.1.2 Contract period and

9.1.3 The industry/sector where the contract was carried out.

9.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.

## **10. CONDITIONS OF BIDS**

### **10.1 PPSA reserve the rights:**

10.1.1 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:

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

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

10.1.4 Proposal that fails to comply with the specification.

10.1.5 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.

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

10.1.7 Bidders who receive information not available to other potential bidders through fraudulent means;

10.1.8 Bidder local content requirement does not comply with National Treasury designated sectors as updated from time to time.

10.1.9 PPSA further reserve the right to:

10.1.9.1 Not to award or cancel this bid at any time.

10.1.9.2 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.

10.1.9.3 To award in part or in full.

10.1.9.4 To award this bid to one or more bidders.

- 10.1.9.5 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.
- 10.1.9.6 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.
- 10.1.9.7 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.
- 10.1.9.8 To award the contract to a Bidder whose bid was not the lowest in price.
- 10.1.9.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 10.1.9.9 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.
- 10.1.9.10 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.
- 10.1.9.11 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.
- 10.1.9.12 To request all relevant information, agreements and other documents to verify information supplied in the bid response.
- 10.1.9.13 To conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members

## **11. Undertakings by the Bidder**

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 11.8 Any enquiries must be referred, in writing, to the specified persons.

## **12. Contract requirements**

### **12.1. Contract period**

- 12.1.1 The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. This is once off purchase.

### **12.2 General terms and conditions of contract**

- 12.2.1 Bidders must complete the attached the General Terms and Conditions of the contract.

## **13. Price basis**

- 13.1 Bidders shall take into account that PPSA's total requirements will be allocated to one bidder.
- 13.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included:
- 13.2.1 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 all inclusive pricing.
- 13.3 Bidders shall quote on the basis indicated in the Pricing Schedule.
- 13.4 Prices tendered for must be inclusive of all required deliverables as per specification.

- 13.5 PPSA requires an all-inclusive and fully transparent cost structure.
- 13.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.
- 13.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
- 13.8 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.

#### **14. Payment terms**

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

#### **15. Tax clearance certificate**

- 15.1 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.
- 15.2 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.
- 15.3 Implementation of the tax compliance status system:
  - 15.3.1 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:
    - 15.3.1.1 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.
    - 15.3.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,
    - 15.3.1.3 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.

- 15.4 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.
- 15.5 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.
- 15.6 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](http://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.

## **16. Counter Conditions**

- 16.1 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.

## **17. Fronting**

- 17.1 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.
- 17.2 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.

## **18. Promotion of Emerging Black owned bidders**

18.1 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.

## **19. Supplier Performance Management**

- 19.1 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.
- 19.2 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.
- 19.3 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.

## **20 Supplier Development**

- 20.1 The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or designated group which are at least 51% owned by:
- 20.1.1 black people
  - 20.1.2 black people who are youth
  - 20.1.3 black people who are women
  - 20.1.4 black people that formed a cooperative (primary, secondary or tertiary cooperative) or
  - 20.1.5 black people living in rural areas or underdeveloped area or township.

## 21. Screening

21.1 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.

## 22. PPSA requires bidder(s) to declare

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

22.1 Confirm that the bidder(s) is to: –

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

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

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

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

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

22.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

22.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

22.1.8 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.

## 23. Conflict of interest, corruption and fraud

23.1 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")

23.1.1 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;

- 23.1.2 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;
- 23.1.3 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;
- 23.1.4 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;
- 23.1.5 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;
- 23.1.6 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;
- 23.1.7 Has in the past engaged in any matter referred to above; or
- 23.1.8 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.

## **24. Misrepresentation**

- 24.1 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.
- 24.2 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.

**25. Preparation costs**

25.1 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.

**26. Indemnity**

26.1 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.

**26. Precedence**

26.1 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.

**27. Limitation of liability**

27.1 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.

**28. Tender defaulters and restricted suppliers**

28.1 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.

## **29. Governing Law**

29.1 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.

## **30. Responsibility for sub-contractors and bidder's personnel**

30.1 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.

## **31. Confidentiality**

31.1 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.

31.2 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.

31.3 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.

## 32. Proposal documents

- 32.1 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.
- 32.2 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, switchboard operator, security personnel etc.**
- 32.3 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.**
- 32.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 32.4.1.1 Proposals must be compiled in the following manner:
- 32.4.1.2. One (1) original proposal (marked 'original') must be submitted and should not be retyped and One (1) electronic copy **(on memory stick)**
- 32.4.1.4. All Annexures, company profiles, CV's, etc., shall form part of the '**ORIGINAL**' as well as the '**electronic copy**' in memory stick proposals.
- 32.4.1.5 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:
- 32.4.6 Name of bidder;
- 32.4.7 Description of proposal;
- 32.4.8 Bid / tender number;
- 32.4.9 Closing date and time;
- 32.4.10 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.
- 32.5 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.

32.6 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.

### 33. 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.

Officials	Location	Contact Details
Nkele Nemusimbori /Mcathy Ramosibudi	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7032 / 7014 069 534 8378 Email: <a href="mailto:nkelen@pprotect.org">nkelen@pprotect.org</a> <a href="mailto:McathyR@pprotect.org">McathyR@pprotect.org</a>

### 34. Clarifications and communication

34.1. Bidders are encouraged to submit clarification questions in writing to Public

Protector South Africa (PPSA) officials mentioned above not later than on **14 July 2022 at**

**11H00** No further questions will be entertained after this period.

34.2. The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.

34.3. 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.

34.4. 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.

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

- 34.6. 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.
- 34.7. 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).
- 34.8. 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.
- 34.9. 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.

## **35. BIDDER DECLARATION**

The bidder hereby declares the following:

We confirm that \_\_\_\_\_ (Bidder's Name) will:

- a. Appointment of the service provider for the provision of travel management services for Public Protector South Africa (PPSA) various offices over a period of three (3) years.
- 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**

# 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.

ID	RETURNABLE DOCUMENTS	YES
1.	Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)	
1.	Invitation to bid (SBD1)	
2.	Special Bid Conditions	
3.	Specification	
4.	General Conditions of Contract	
5.	Valid Tax Clearance Certificate (SBD 2)	
6.	Pricing Schedule Firm Price (SBD 3.1)	
7.	Detailed Pricing Schedule	
8.	Declaration of Interest (SBD 4)	
9.	Declaration Certificate for Local Production Content (SBD 6.2)	<b>Not applicable</b>
10.	Copy of Board Resolutions, duly certified	
11.	Company Registration Documents	
12.	Signed JV / Consortium Agreement	<b>If applicable</b>
13.	Company Profile (Not more than 3 pages)	
14.	Complex Group Structure (if applicable)	
15.	Employment Equity Approved Plan	
16.	List of shareholders on company letterhead	
17.	Share Certificates	
18.	Identity Documents of Shareholders	
19.	List of directors on company letterhead	
20.	List of beneficiaries in the case of a Trust (full names, not initials)	
21.	Latest audited Financial Statements	
<b>22.</b>	<b>Mandatory documents</b>	
22.1	Fully accredited member of the <b>Association of South African Travel Agencies (ASATA) (submit valid certificate or letter)</b>	
22.2	Fully accredited member of the <b>International Air Transport Association (IATA) (Submit valid certificate or letter)</b>	
22.3	Submission of proof a letter of good financial standing from the bank to verify the	

	financial health of the bidder.	
22.4	Submit proof of public liability (copy of insurance or a letter of intention for insurance)	
22.5	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).	
22.6	Signed SBD 3.1: Pricing schedule – firm prices	
22.7	Compulsory briefing session (bidder to submit the compulsory briefing session certificate)	
22.8	Submission of one (1) original proposal document and one (1) memory stick / USB. The bidder to ensure that all the information in the proposal document is the same as in the memory stick / USB	

# Invitation to bid (SBD1)

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

# Specification and conditions of bid

**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

1. Bidders to attach a valid tax clearance certificate / SARS pin to and immediately after this page.
2. If bidding company is a JV or Consortium then valid Tax Clearance Certificate for all the parties must be submitted with the proposal.

# Pricing Schedule Firm Price (SBD 3.1)

**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**

# 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**

# 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)

## PTY's (Circle the correct answer)

- |     |                     |                                 |         |
|-----|---------------------|---------------------------------|---------|
| i)  | No                  | Is your company a Pty?          | Yes/    |
| ii) | the past 12 months? | Has the company been trading in | Yes/ No |

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.

## Close Corporations (Circle the correct answer)

- |      |              |                                    |          |
|------|--------------|------------------------------------|----------|
| iii) | Corporation? | Is your company a Close            | Yes / No |
| iv)  | months?      | Has it been trading in the past 12 | Yes/ No  |

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 Yes/No  
**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:

First Name	Middle Name (where applicable)	Surnames	Percentage (%)	Gender	Race

**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:

<b>First Name</b>	<b>Middle Name (where applicable)</b>	<b>Surnames</b>	<b>Percentage (%)</b>	<b>Gender</b>

# Trust beneficiaries:

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

First Name	Middle Name (where applicable)	Surnames	Percentage (%)	Gender	Race

Fully accredited member of the **Association of South African Travel Agencies (ASATA)** (submit valid certificate or letter)

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

**Fully accredited member of the International Air Transport Association (IATA) (Submit valid certificate or letter)**

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

Submission of proof a letter of good financial standing from the bank to verify the financial health of the bidder

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

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

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

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).

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

## Signed SBD 3.1: Pricing schedule – firm prices

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

Compulsory briefing session (bidder to submit the compulsory briefing session certificate)

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

Submission of one (1) original proposal document and one (1) memory stick / USB. The bidder to ensure that all the information in the proposal document is the same as in the memory stick / USB

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