



## **REQUEST FOR BID (RFB)**

**APPOINTMENT OF (2) TWO SERVICE PROVIDERS TO PROVIDE TRAVEL, ACCOMMODATION AND CONFERENCE MANAGEMENT (VENUE AND FACILITIES) SERVICES TO THE PUBLIC PROTECTOR SOUTH AFRICA FOR A PERIOD OF THREE (3) YEARS**

<b>BID NUMBER:</b>	PPSA/2025/BID0026
<b>ISSUE DATE:</b>	26 February 2026
<b>RFB Closing Date and Time:</b>	20 March 2026 at 11H00AM.
<b>BID VALIDITY PERIOD:</b>	120 Days
<b>BRIEFING SESSION:</b>	N/A
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT:</b>	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria, 0083

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA					
BID NUMBER:	PPSA/2025/BID0026	CLOSING DATE:	20 MARCH 2026	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF (2) TWO SERVICE PROVIDERS TO PROVIDE TRAVEL, ACCOMMODATION AND CONFERENCE MANAGEMENT (VENUE AND FACILITIES) SERVICES TO THE PUBLIC PROTECTOR SOUTH AFRICA FOR A PERIOD OF THREE (3) YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Public Protector South Africa					
175 Lunnon Street					
Hillcrest Office Park					
Pretoria, 0083					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Kabelo Lekalakala		CONTACT PERSON	Tiyani Thuketane	
TELEPHONE NUMBER	012 366 7157		TELEPHONE NUMBER	012 366 7252	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	kabelol@pprotect.org		E-MAIL ADDRESS	TiyaniT@pprotect.org	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  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. SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1.</b>	<b>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, 2022, 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.</b>	<b>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 PUBLIC PROTECTOR SOUTH AFRICA (PPSA) 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).

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: ... <b>PPSA/2025/BID0026</b> .....
CLOSING TIME <b>11:00</b>	CLOSING DATE: 20 MARCH 2026

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

Bidding price must be in accordance with: **PRICING SCHEDULE – GRAND TOTAL Page 21.**

**TOTAL COST OF THE BID FOR A PERIOD OF 3 YEARS:** R.....

1. Period required for commencement with project after acceptance of bid .....  
.....
2. Estimated days for completion of project .....  
.....
3. Are the rates quoted firm for the full period of contract? **\*YES/NO**  
.....
4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example, the consumer price index.  
.....  
.....  
.....

Any enquiries regarding bidding procedures may be directed to –

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Kabelo Lekalakala	CONTACT PERSON	Tiyani Thuketane
TELEPHONE NUMBER	012 366 7157	TELEPHONE NUMBER	012 366 7152
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:kabelol@pprotect.org">kabelol@pprotect.org</a>	E-MAIL ADDRESS	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>

**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/N**  
**O**

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**

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**

<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.

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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution

of a contract.

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

.....

Position

.....

Date

.....

Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- (a) The applicable preference point system for this tender is the 80/20 preference point system
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:
- |  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 80            |
| <b>SPECIFIC GOALS</b>                            | 20            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## DEFINITIONS

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

## 2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 2.1 POINTS AWARDED FOR PRICE

#### 2.2.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 3. POINTS AWARDED FOR SPECIFIC GOALS

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

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) Bidder must submit proof as supporting documents for the point's claimed. None submission may render the points not been awarded to the bidder.***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed system) (To be completed by the tenderer)
<b>Historically Disadvantaged individual (HDI)</b>		
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by person/s who are women	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/ s who are women or less than 51% by person/s who are youth or less than person/s with disability	0	
<b>Total</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company
- [TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish

documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# 1 MANDATE OF THE PPSA

- 1.1 The Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 182 of the Constitution of the Republic of South Africa, in which the PPSA has the power 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 take appropriate remedial action.
- 1.2 The 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, favor or prejudice. The PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. The 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 The PPSA has a national footprint comprising of its Head Office, nine (09) Provincial Offices, six (06) Regional Offices and two (2) Satellite Offices and its corporate organogram consists of the following key branches or units,
- a) Executive Authority
  - b) Investigations branches
  - c) Stakeholder Management and
  - d) Corporate Services.

## 2. 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 PPSA working hours, from 17h00 until 08h00 the next day on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays
3	<b>Agreement</b>	agreement shall mean the written agreement entered into between the PPSA and service providers, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
4	<b>Air travel</b>	means travel by airline on authorised official business.
5	<b>Authorising Official</b>	means the employee who has been appointed to authorise travel in respect of travel requests and expenses.
6	<b>Approver</b>	means the employee who has been delegated to authorize travel in respect of travel requests and expenses, e.g., line manager of the traveler.
7	<b>Bidder</b>	means an individual or entity that provides services to another party and is interchangeably used with TMC and/or respondent and/or tenderer
8	<b>Bill-back</b>	refers to the service provider sending the bill back to The TMC, who, in turn, invoices PPSS for the services rendered.
9	<b>Car Rental</b>	means the rental of a vehicle for a short period of time by a Traveller for official purposes.
10	<b>Domestic travel</b>	means travel within the borders of the Republic of South Africa.
11	<b>Emergency service</b>	means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

12	<b>Global Distribution System (GDS)</b>	travel system that is used in the travel industry
13	<b>International travel</b>	refers to travel outside the borders of the Republic of South Africa.
14	<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
15	<b>Merchant Fees</b>	are fees charged by the credit card company at the point of sale for bill back charges for ground arrangements.
16	<b>National Travel Framework (NTF)</b>	seeks to promote consistent decision making by public sector institutions when facilitating travel, accommodation and related expenditure by traveler's
17	<b>Net and non-commissionable rates</b>	mean a rate that does not include any third-party reward, i.e., a rate that is not marked up or includes any commissions.
18	<b>Official business</b>	means travel, and related costs associated with performing the PPSA's functions in terms of their mandate and strategic, operational and performance plans
19	<b>PPSA</b>	means the Public Protector South Africa.
20	<b>Purchase Order</b>	is the official document utilised by PPSA to obtain & confirm authorisation of an official trip. This form confirms the particulars of the trip, including start & end dates, accommodation dates, method of travel, etc.
21	<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.
22	<b>Regional travel</b>	means travel across the border of South Africa to any of the South African Development Community (SADC) Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius,

		Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
23	<b>Service Level Agreement (SLA)</b>	is the agreement reached between The TMC and PPSA which quantifies the minimum quality of service to meet PPSA's needs. Such service quality expectations are defined in measurable terms and accompanied by Key Performance Indicators and Reporting requirements to ensure that performance can be continuously assessed.
24	<b>Transfers / 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.
25	<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 and forex fees.
26	<b>Transaction Fee</b>	means the fixed negotiated fee charged for each specific service type e.g. international air ticket.
27	<b>Traveller</b>	refers to a PPSA official, consultant or contractor/ or any other person travelling on official business on behalf of PPSA
28	<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.
29	<b>Travel Booker</b>	is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the traveller
30	<b>Travel Management Company / TMC</b>	TMC refers to the Company contracted to provide travel management services (Travel Agents). For purposes of this tender, TMC and Bidder is used interchangeable.
31	<b>Travel Voucher</b>	means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
32	<b>Value Added</b>	are services that enhance or complement the general travel

	<b>Services</b>	management services e.g. travel advisories, rules and procedures of the airports.
33	<b>VAT</b>	means Value Added Tax.
34	<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.

### 3. OBJECTIVE OF THE BID

3.1 The PPSA's primary objective in issuing this RFB is to enter into an agreement with two (2) successful bidders who will achieve the following:

- 3.1.1. Provide the PPSA with travel management services i.e. air travel, accommodation, conference, venue and car hire for PPSA over a period of three (3) years.
- 3.1.2. Provide the PPSA with travel management services that are consistently reliable and maintain a high level of traveler's satisfaction in line with a service level agreement.
- 3.1.3. Achieve significant cost savings for the PPSA without any degradation in the services.
- 3.1.4. Provide accurate reporting, early warnings, and travel advice.
- 3.1.5. The successful bidders will be required to sign contracts with the PPSA to perform travel services specified under this Terms of Reference and agree to clearly identified service levels. The contracts will be for three (3) years.

#### 4. TRAVEL VOLUMES ESTIMATES

4.1 The current PPSA total volumes include TMC service fees, local and international air travel, accommodation, local car hire, conferencing, local and international shuttles services, etc. The estimated expenditure in the past two (2) years was approximately **R20 000 000.00**

Category	2023/2024			2024/2025			Total Sum of Trns	Total Sum of Tot Fare	Total % Split
	Trns	Tot Fare	% Split	Trns	Tot Fare	% Split			
Accommodation	522	2 118 439	38	511	1 996 395	15	1033	4 114 834	53
Car Hire	247	1 521 284	22	183	973 090	7.7	430	2 494 374	29.7
Domestic Air Travel	276	1 199 690	18	381	2 159 900	17.11	657	3 359 590	
International Air Travel	12	211 101	3.18	12	475 642	3.77	24	686 743	6.95
Accommodation International	4	213 692	4.23	13	258 440	12.67	17	472 132	16.9
Conferencing	15	879 841	13.20	19	5 781 032	46	34	6 660 873	59.2
Transfers	102	316 180	5.9	147	425 955	3.37	249	742 135	9.27
Other	2318	418 344	6.27	2441	811 121	5.42	4759	1 229 465	11.69
<b>Grand Total</b>	<b>1184</b>	<b>5 395 654</b>	<b>87.51</b>	<b>1 278</b>	<b>6 140 038</b>	<b>47.81</b>	<b>2 462</b>	<b>19 760 746</b>	

4.2 These figures are meant for illustration purposes, relate to 2023/24 and 2024/25 financial years and they may change during the tenure of the contract.

### 4.3 SERVICE FEE SCHEDULE – (RATE BASED)

- 4.3.1 \*\*Where bidders submit pricing as a percentage (%), for price points evaluation purposes, the percentage will be applied to a value of **R1000-00** to derive a comparable unit price. The final contract will be concluded on a percentage basis and applied to the actual expenditure.
- 4.3.2 Service fees must be quoted as a fixed amount per service and inclusive of VAT
- 4.3.3 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.

<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)</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) Vat inclusive</b>	<b>FEE (each) Vat inclusive</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 .....
<b>REGIONAL</b>			
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) Vat inclusive</b>	<b>FEE (each) Vat inclusive</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 with regards to domestic, regional and international	R .....	R .....	R .....
<b>4. AFTER HOURS FEE</b>	R .....	R .....	R .....
<b>5. VISA APPLICATION</b>	R .....	R .....	R .....
<b>6. CANCELATION FEES</b>	R .....	R .....	R .....
<b>7. OTHER SERVICES (Bidders to indicate the services)</b>	R .....	R .....	R .....
<b>8. **CONFERENCE &amp; EVENTS MANAGEMENT FEE (per event)</b>	.....%xR1000 = Conference fee	....%xR1000= Conference fee	.....%xR1000 = Conference fee
Percentage .....	R .....	R .....	R .....

<b>9. **GROUP BOOKING FEE (per group)</b> Percentage .....%	.....%xR1000 = Group booking fee R .....	.....%xR1000 = Group booking fee R .....	.....%xR1000 = Group booking fee R .....
<b>Small Groups (5-10 people)</b>	R .....	R .....	R .....
<b>Medium Groups (10-20 people)</b>	R .....	R .....	R .....
<b>Large Groups (20+ people)</b>	R .....	R .....	R .....
<b>YEARLY RATE TOTALS (VAT INCLUSIVE)</b>	R.....	R.....	R.....
<b>GRANT TOTAL FOR 3 YEARS (VAT INCLUSIVE) R.....</b>			
<b>PROVIDE IN SBD3.3 (PAGE 4 )</b>			

**4.4 Volume driven incentives**

4.4.1 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 airline carriers and other service providers.
- b) Any commissions earned through the PPSA volumes will be reimbursed to PPSA.
- c) Travel Management Companies are to book these government negotiated rates or the best fare available, whichever is the most cost effective for the Institution.

## **5. DETAILED SERVICE REQUIREMENTS**

### **5.1 General**

5.1.1 The successful bidders will be required to provide travel management services.

Deliverables under this section include without limitation, the following:

5.1.2 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.

5.1.3 Provide travel management services during normal office hours including after hours, weekends and on emergency.

5.1.4 Familiarisation and compliance with current PPSA travel business processes, unless otherwise agreed in writing.

5.1.5 Familiarisation with current PPSA Travel Policy and implementations of controls to ensure compliance, unless otherwise agreed in writing.

5.1.6 Provide a facility for the PPSA to update their travellers' profiles.

5.1.7 Manage third-party service providers by addressing service failures and complaints against these service providers.

5.1.8 Consolidate all invoices from travel suppliers and invoice the PPSA for the service rendered in accordance with terms and conditions to set out in the Service Level Agreement (SLA).

### **5.2 Travel and Accommodation responsibilities**

5.2.1 The Travel Management Agents will be responsible for the following:

5.2.2 Making bookings for travel, accommodation, car hire and conference venues. Preference must be given to the institution's traveler requirements 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.

- 5.2.3 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 savings.
- 5.2.4 Advance travel plans where a variety of traveling routes, accommodation and services are to be provided.
- 5.2.5 Timeous submission of invoices for services rendered and/or used for the PPSA make payments within timeframes stipulated in the SLA, unless payment was made in cash by the individuals concerned.
- 5.2.6 Timeous submissions of required management reports and exception reports stipulated in the SLA.
- 5.2.7 Provision of names, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, as well as the names and telephone numbers of personnel available on a 24-hour basis.
- 5.2.8 Ensuring strict confidentiality in respect of all travel and accommodation arrangements concerning all persons.
- 5.2.9 Ensuring continued negotiations with suppliers of all services to the benefit of the PPSA.
- 5.2.10 Assistance with arrangements of foreign currency and for travel insurance for international trips, where required.

### **5.3 Bookings and Reservations**

The Travel Management Companies shall:

- 5.3.1 Receive travel requests from travellers and/or travel bookers and provide them with at least three quotations (confirmations) and availability for specified their preferred travel times or alternatives. 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.
- 5.3.2 Always arrange the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 Book parking facilities at the airports when required for the duration of the travel.
  - 5.3.6 Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
  - 5.3.7 Timely issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times as per the SLA.
  - 5.3.8 Advise the Traveller of all visa and inoculation requirements well in advance of travels where such is required.
  - 5.3.9 The TMC(s) may be required to assist travellers with facilitation of visa application and advise traveller(s) where visas will be required.
  - 5.3.10 Facilitate all reservations and booking that are required as per the request.
  - 5.3.11 Ensure that, unless otherwise stated, all bookings include domestic, regional and international travel bookings as per request.
  - 5.3.12 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.
  - 5.3.13 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by PPSA and (Justification and alignment of the document) as per the POPIA act.
  - 5.3.14 Ensure timeous submission of proof that services have been satisfactorily delivered (invoices) as per the SLA and/or the PPSAs instructions.
  - 5.3.15 Endeavour to make the most cost-effective travel arrangements while taking the convenience and requirements of the travelers into consideration.
  - 5.3.16 Have a full understanding of all the destinations and routes to be able to advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.

#### **5.4 Quarterly and Annual Travel Reviews**

- 5.4.1 Quarterly reviews are required to be presented by the Travel Management Company on all PPSA travel activities for the previous three-month period. These reviews must be comprehensive and presented to the PPSA's Procurement and Finance teams as part of the performance management reviews based on the Service Levels Agreements.
- 5.4.2 Annual Reviews are required to be presented by the TMCs to PPSA's Senior Management.

## **5.5 Support Services - Travel Agent services**

- 5.5.1 It is required that a comprehensive and dedicated travel agent services include administrative function be provided to render professional service to PPSA as per the signed contract and SLA.
- 5.5.2 The TMCs must allocate sufficient number of staff to manage the account including dedicated consultants for VIP travellers and provide a dedicated direct telephone numbers of the consultants.

## **5.6 After Hours and Emergency Services**

- 5.6.1 The TMCs must provide a consultant or consultants to assist PPSA travellers with after hours and emergency reservations and changes to travel plans;
- 5.6.2 A dedicated consultant/s must be available to assist officials of the PPSA and VIP/Executive Travellers with after hour or emergency assistance.
- 5.6.3 After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.
- 5.6.4 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
- 5.6.5 The Travel Management Company must have a standard operating procedure for managing after hours and emergency services.

## **5.7 Communication**

- 5.7.1 The TMCs must establish communication with all the stakeholders that include the Travellers, Travel Bookers, service providers and the PPSA's Supply Chain Management and Finance Departments.

- 5.7.2 The TMCs must provide workshops and training sessions for Travellers and Travel Bookers Bi-annually or as and when required.
- 5.7.3 All lodged enquiries must be investigated, and prompt feedback be provided within 7-14 days in accordance with the Service Level Agreement agreed to between the PPSA and the appointed TMCs.

## **5.8 Financial Management**

- 5.8.1 The TMCs must implement the National Treasury government negotiated rates with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 5.8.2 The TMCs will be responsible to manage the service provider accounts. This will include timely receipt of invoices to be presented to PPSA for payment within the agreed time period.
- 5.8.3 Savings realised on total annual travel expenditure must be reported and proof thereof or of absence thereof provided during monthly and quarterly reviews.
- 5.8.4 Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMCs. These are occasionally required at short notice and even for same day bookings.
- 5.8.5 The TMCs must provide and consolidate Travel Supplier bill-back invoices.
- 5.8.6 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the PPSA Finance unit on the agreed time periods, preferably 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, where one is in use.
- 5.8.7 Ensure Travel Supplier accounts are settled timeously.
- 5.8.8 Cost savings must be achieved and this must be reported and proof provided during monthly and quarterly reviews.
- 5.8.9 The TMCs 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.
- 5.8.10 The TMC will settle the Travel service providers' accounts within the agreed

payment terms.

## **5.9 Technology, Management Information and Reporting**

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

5.9.2 **The TMCs must implement an Online Booking Tool to facilitate domestic bookings to optimise the services and related fees**

5.9.3 All management information and data input must be accurate.

5.9.4 The TMCs 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 appointed service providers will be reviewed on quarterly basis to assess the PPSA satisfaction and the information will be shared with the TMC.

The reporting templates can be found on

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

5.9.5 Reports must be accurate and be provided as per the PPSA's specific requirements and agreed times. 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).

5.9.6 The PPSA may request the TMC to provide additional management reports.

5.9.7 The reports must be available in an electronic format as per SLA.

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

5.9.8.1 Travel

- After hours' bookings report;
- After hours' bookings changed 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);

5.9.8.2 Finance and SCM, include

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

5.9.9 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.

## **5.10 Account Management**

5.10.1 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.

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

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

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

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

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

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

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

## **5.11 Value Added Services**

5.11.1 The TMC must provide the following value-added services:

5.11.1.1 Electronic travel voucher retrieval via web and smart phones;

5.11.1.2 SMS notifications for travel confirmations;

5.11.1.3 Travel audits;

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

5.11.1.5 Destination information for regional and international destinations:

- Global Travel Risk Management and Health warnings
- Weather forecasts;
- Places of interest;
- Visa information;
- Travel alerts;
- Location of hotels and restaurants;
- Information including the cost of public transport;
- Rules and procedures of the airports;
- Business etiquette specific to the destination;
- Airline baggage policy

## **5.12 Cost Management**

5.12.1 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.

5.12.2 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.

5.12.3 The TMCs should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the 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.

### **5.13 Reimbursement of services rendered**

5.13.1 A transaction fee/management fee will be paid to the TMCs for services rendered.

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

5.13.3 The transaction fee must be a fixed amount per service, except for as provided for in respect of conferencing management. 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.

### **5.14 Required travel management services**

#### **Air travel services**

5.14.1 The TMCs must be able to book full-service carriers as well as low-cost carriers;

5.14.2 The TMCs must book the most cost-effective airfares possible for domestic travel;

- 5.14.3 For international flights, the airline which provides the most cost effective and practical routings should be used;
- 5.14.4 The TMCs should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller;
- 5.14.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable);
- 5.14.6 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;
- 5.14.7 The TMCs will also assist with the booking of charters for VIPs utilising the existing transversal term contracts, where applicable, as well as the sourcing of alternative service providers for other charter requirements;
- 5.14.8 The TMCs 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;
- 5.14.9 The TMCs must, in their reports, provide proof that all bookings were made against the discounted rates on the published fare where applicable, and if not, provide reasons and evidence for deviations therefrom;
- 5.14.10 Ensure that travellers are always informed of any travel rules regarding airline chosen requirements (like baggage policies, checking in arrangements, etc.) and
- 5.14.11 Assist with lounge access if and when required.
- 5.14.12 Travel Management Companies must make sure that, for every travel request, three quotations should be submitted first before any approval of such a request is granted.
- 5.14.13 For wait-listed bookings, the TMCs must provide regular feedback to the traveller on status of flights until the flight is confirmed.
- 5.14.14 In the event that travel arrangements cannot be confirmed, the TMCs must notify the PPSA of the problem and present three (3) alternative routings/quotations for consideration;

## **5.15 Accommodation**

- 5.15.1 The TMC must obtain three price comparisons within the maximum allowable rate matrix as per the government negotiated rates, National Travel cost containment instruction and the PPSA Travel policy;
- 5.15.2 The TMCs must 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;
- 5.15.3 The comparison 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.
- 5.15.4 The PPSA travellers will use accommodation establishments with which the PPSA has negotiated Corporate Rates, which fall 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 TMCs must source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or the PPSA;
- 5.15.5 Accommodation vouchers must be issued to all PPSA travellers for accommodation bookings and must be invoiced to the PPSA as per the SLA. Such invoices must be supported by a copy of the original hotel accommodation charges;
- 5.15.6 The TMCs must, in their reports, 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 and if not, provide reasons and supporting evidence for any deviation therefrom.
- 5.15.7 Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

## **5.16 Car Rental and Shuttle Services**

- 5.16.1 The TMCs must only book the approved category of vehicles, in accordance with the PPSA Travel and Accommodation policy.
- 5.16.2 The TMCs travel consultants should advise Travellers on the best time and location for collection and return of rental vehicles, considering the Traveller's specific requirements.
- 5.16.3 The TMCs must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, insurance, refuelling, keys, rental agreements, damages and accidents, etc.
- 5.16.4 The TMCs may offer a higher category of vehicles than the approved category, provided the costs will be limited to the costs of renting the approved category of a vehicle.

#### **5.17. Conference services**

- 5.17.1 The service providers will be required to provide advice, plan, arrange and make amendments for conference venues, reservations, catering, group transfer, registration and accommodation for both international, regional and domestic events (where applicable).
- 5.17.2 The TMCs must provide at least three (3) quotations for all bookings for comparison purposes.
- 5.17.3 The TMCs may negotiate discounts on standards tariffs or reduced tariffs with all available conference venues, for the benefit of the PPSA.

### **6. BID EVALUATION**

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

- 6.1 Phase 1 evaluation: administrative compliance:** Bidders must ensure that they complete, and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:
  - 6.1.1 Signed SBD 1: Invitation to Bid
  - 6.1.2 SBD 3.3: Pricing Schedule
  - 6.1.3 Signed SBD 4: Declaration of interest
  - 6.1.4 Signed SBD 6.1: Preference Points
  - 6.1.6 Submit proof of the points claimed under specific goals

<b>Specific goals requirements</b>	<b>Required Proof (Copies)</b>
Enterprises with ownership of 51% or more by person/s who are black person/s.	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• B-BBEE certificate/sworn affidavit and,</li> <li>• South African Identification Document</li> <li>• CSD</li> </ul>
Enterprises with ownership of 51% or more by person/s who are women	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• B-BBEE certificate/sworn affidavit and,</li> <li>• South African Identification Document</li> <li>• CSD</li> </ul>
Enterprises with ownership of 51% or more by person/s who are youth	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• B-BBEE certificate/sworn affidavit and</li> <li>• South African Identification Document</li> <li>• CSD</li> </ul>
Enterprise with ownership of 51% or more by person/s with disability	<ul style="list-style-type: none"> <li>• Letter from the Doctor confirming Disability</li> <li>• Medical certificate</li> <li>• South African Identification Document</li> </ul>

## **6.2 Phase 2 evaluation: Mandatory requirements:**

Only bidders that have submitted all the documents will be evaluated for functionality. Non-submission of all mandatory documents will result in automatic disqualification of the bidder.

6.2.1 Fully accredited membership of International Air Transport Association (IATA) (submit valid certificate).

## **6.3 Phase 3 Functionality evaluation:**

Only bidders that scored 70 and more points out of 100 points on functionality as per evaluation criteria outlined below will be further evaluated for phase 4.

<p><b>1. Company experience</b> in providing travel, accommodation, venue, conferencing and care hire or similar services in Government Departments, Government entities and Government institutions.</p> <p>NB: The bidder must submit a signed compliant reference letter/s from current and previous clients. All compliant reference letters must be on a company letter head of the referee. A compliant reference letter must include:</p> <ul style="list-style-type: none"> <li>• Government Department, entity and or institution name</li> <li>• Contact details</li> <li>• Contact Person</li> <li>• Designation</li> <li>• Date</li> <li>• Description of goods/services provided</li> <li>• Duration of contract</li> <li>• Letter must be signed by referee.</li> </ul> <p>A compliant reference letter must not be older than five (5) years</p>	<p><b>30/100</b></p>	<ul style="list-style-type: none"> <li>• Bidder submitted 5 signed compliant reference letters = <b>(30)</b></li> <li>• Bidder submitted 4 signed compliant reference letters = <b>(20)</b></li> <li>• Bidder submitted 3 signed compliant reference letters = <b>(10)</b></li> <li>• Bidder submitted 1 - 2 signed compliant reference letters = <b>(5)</b></li> <li>• Non-compliant reference letters submitted = <b>(0)</b></li> </ul>
<p><b>2. Company Capacity: Competence and experience of personnel proposed for PPSA:</b></p> <ol style="list-style-type: none"> <li>1. Senior Travel Consultant or Team Leader</li> <li>2. Account manager</li> </ol> <p>Detailed CV's and qualifications must be provided</p>	<p><b>20/100</b></p>	<ul style="list-style-type: none"> <li>• Detailed CVs and an accredited qualification for both Senior Travel Consultant or Team Leader and Account manager with combined 10 years and above of experience = <b>(20)</b></li> <li>• Detailed CVs and an accredited qualification for both Senior Travel Consultant or Team Leader and Account manager with combined 5 to 9 years of experience = <b>(15)</b></li> <li>• Detailed CVs and an accredited qualification for both Senior Travel Consultant or Team Leader and Account manager with combined 1 to 4 years of experience = <b>(10)</b></li> <li>• Less than 1 year experience, no detailed CV and no qualification = <b>(0)</b></li> </ul>

<p><b>3. Demonstrated capability in management of all reservations and Bookings</b> describing how the following processes are handled:</p> <ol style="list-style-type: none"> <li>1. Quotations</li> <li>2. Approvals</li> <li>3. Confirmations</li> <li>4. Amendments</li> <li>5. Cancellation</li> <li>6. Refunds</li> </ol> <p>Detailed and well-structured travel management plan clearly demonstrating capability in all of above 6 processes, responsibilities and timelines.</p>	<p><b>20/100</b></p>	<ul style="list-style-type: none"> <li>• Travel management plan clearly demonstrating capability in all 6 processes, provides comprehensive details for each process, assigns roles and responsibilities and measurable timelines = <b>(20)</b></li> <li>• Travel management plan demonstrating capability 5 of the 6 processes, provides adequate details but lacks depth in assignment of roles and responsibilities and measurable timelines = <b>(15)</b></li> <li>• Travel management plan demonstrating capability in 4 of the 6 processes, provides generic details, assigns roles and responsibilities and timelines that are vague = <b>(10)</b></li> <li>• Travel management plan outlines 3 or less processes, demonstrating unclear information, disorganised roles and responsibilities and timelines missing = <b>(5)</b></li> <li>• Travel management plan with irrelevant content = <b>(0)</b></li> </ul>
<p><b>4. After-hours services and emergency bookings management capability.</b> Provision of detailed operating procedures of after-hours support services.</p>	<p><b>10/100</b></p>	<ul style="list-style-type: none"> <li>• Operating procedures well-structured for after-hours and emergency bookings plan outlining clear processes, responsibilities and timelines = <b>(10)</b></li> <li>• Operating procedures for aafter-hours and emergency bookings plan with generic details on processes, responsibilities and timelines = <b>(5)</b></li> <li>• Operating procedures for after-hours and emergency bookings plan not provided/not relevant = <b>(0)</b></li> </ul>

<p><b>5. Invoicing and Account management.</b></p> <p>Description of account and invoicing procedures and processes to ensure that the PPSA receives consistent quality services</p>	<p><b>10/100</b></p>	<ul style="list-style-type: none"> <li>• Detailed and well-structured invoicing and account management plan outlining clear processes, responsibilities and timelines = <b>(10)</b></li> <li>• Invoicing and account management plan with generic details on processes, responsibilities and timelines = <b>(5)</b></li> <li>• Invoicing and account management plan not provided = <b>(0)</b></li> </ul>
<p><b>6. Communication</b></p> <p>Description of how travel bookers and travelers will be informed about booking processes and trips. Provide details of applications software in place to receive information, view itinerary and messaging and its capabilities</p>	<p><b>5/100</b></p>	<ul style="list-style-type: none"> <li>• Detailed description of communication process with travel bookers and travelers, including details of applications software in place to receive information, view itinerary and messaging capabilities = <b>(5)</b></li> <li>• No demonstration of applications software in place to receive and disseminate information, view itinerary and messaging capabilities = <b>(0)</b></li> </ul>
<p><b>7. Technology and reporting management</b></p> <p>Description of the proposed booking system, Online booking tools, self-booking tools. Clearly outline proposed solutions, modules e.g. bookings, approvals, payments, reporting.</p>	<p><b>5/100</b></p>	<ul style="list-style-type: none"> <li>• Clear description of the proposed booking system, Online booking tools, self-booking tools. Detailed proposed solutions, modules e.g. bookings, approvals, payments, reporting <b>(5)</b></li> <li>• Poor description of the proposed booking system, Online booking tools, self-booking tools. Generic proposed solutions, modules e.g. bookings, approvals, payments, reporting <b>(0)</b></li> </ul>

**6.4 Phase 4 evaluation: Pricing and Specific goals**

The applicable preference point system for this RFB is the 80/20 and shall be awarded for:

- (a) Price (80)
- (b) Specific Goals (20)

6.4.1 The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.

6.4.2 Top (2) two bidders scoring the highest points in terms of 80/20 preference point system will be appointed.

6.4.3 If two or more tenders score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

## **7. UTILIZATION GUIDE**

7.1.1 Appointed service providers will be utilized on a rotational basis as and when required.

7.1.2 The award for requests for quotation in respect of conferences will be made to the service provider who submits the lowest responsive quotation.

## **PART B:**

### **8. General conditions of contracts**

**8.1** The General Conditions of Contracts (GCC) as set out by the National Treasury will be applicable in all instances.

#### **8.2 The PPSA reserves the right to disqualify:**

8.2.1 any bidder that does not comply with any one or more of the required information as indicated below:

8.2.1.1 If a bidder submits a bid/s without all the data and information requested.

8.2.1.2 If a bidder does not submit mandatory documents stipulated in the RFP document.

8.2.1.3 If the bidder's proposal fails to comply with the specification.

8.2.1.4 If the bidder's proposal contains any information that is found to be incorrect or misleading in any way or a bidder that submits information that is fraudulent, factually untrue or inaccurate.

8.2.1.5 If a bidder submits incomplete information and documentation according to the requirements of this RFP document.

8.2.1.6 If there is evidence that a bidder received information that was not available to other potential bidders through fraudulent means.

#### **8.3 PPSA reserves the right:**

8.3.1 Not to award or cancel this bid at any time

8.3.2 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.

8.3.3 To award in part or in full.

8.3.4 To award this bid to one or more bidders.

8.3.5 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 purchased out of contract.

8.3.6 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.

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

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

- 8.3.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 8.3.10 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.
- 8.3.11 The PPSA is entitled to amend any bid conditions, bid validity period, RFB specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFB documents have been issued and where the PPSA has 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.
- 8.3.12 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.
- 8.3.13 The PPSA reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response.
- 8.3.14 The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.3.15 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 8.3.16 Any enquiries must be referred to in writing.

## **9. Undertakings by the Bidder**

- 9.1 By submitting a bid in response to the RFB, 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 RFB document.
- 9.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such a presentation may include a practical demonstration of services as called for in this RFB.
- 9.3 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 RFB document read with the bid.
- 9.4 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 RFB; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

- 9.5 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.
- 9.6 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.

## **10. Contract requirements**

### **10.1 Contract period**

- 10.1.1 The start date for the implementation of the project will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The contract period is 3 Years, a subject to review the service provider's performance.

## **11. Price basis**

- 11.1 Bidders shall consider that PPSA's total requirements will be allocated to one bidder.
- 11.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included.
- 11.3 For PPSA to be able to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including escalation for a period of 3 years
- 11.4 Bidders shall quote on the basis indicated in the Pricing Schedule and complete SBD 3.1.
- 11.5 Prices tendered for must be inclusive of all required deliverables as per specification.
- 11.6 PPSA requires an all-inclusive and fully transparent cost structure.
- 11.7 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.
- 11.8 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
- 11.9 Bidders must warrant the 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.

## **12. Payment terms**

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

## **12.2 Tax clearance certificate**

- 12.1 The 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.
- 12.2 It is therefore essential to ensure that persons conducting business with the State are tax-compliant when participating in tenders or other bidding processes  
As a bid condition, the accounting officer must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) to enable the institution to verify the supplier's tax status on the Central Supplier Database.
- 12.3 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.

## **12.4 Counter Conditions**

- 12..1 Bidder's attention is drawn to the fact that amendments to any of these conditions of bid by bidders may result in the invalidation of the bids.

## **13. Fronting**

- 13.1 The PPSA supports Broad Black Based Economic Empowerment and recognizes that 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.
- 13.2 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 the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor conducting 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.

#### **14. Promotion of Emerging Black-owned bidders**

14.1 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.

#### **15. Supplier Performance Management**

15.1 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.

15.2 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.

15.3 Successful bidders will be required to comply with the above-mentioned conditions and provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

#### **16. Supplier Development**

16.1 The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/or designated groups which are at least 51% owned by:

16.2 Black people

16.3 People who are youth.

16.4 People who are women.

16.5 People with disability

#### **17. Screening**

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

## **18. PPSA requires bidder(s) to declare**

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

### **18.1 Confirm that the bidder(s) is to: –**

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

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

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

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

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

18.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing.

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

## **19. Conflict of interest, corruption, and fraud**

19.1 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 recognized 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")

19.2 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.

19.3 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.

19.4 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.

19.5 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.

- 19.6 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.
- 19.7 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.
- 19.8 Has in the past engaged in any matter referred to above; or
- 19.9 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.

## **20. Misrepresentation**

- 20.1 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.
- 20.2 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.

## **21. Preparation costs**

- 21.1 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.

## **22. Indemnity**

- 22.1 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.

**23. Precedence**

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

**24. Limitation of liability**

24.1 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 damage suffered because of the Bidder's participation in this Bid process.

**25. Tender defaulters and restricted suppliers**

25.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who has 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 defaulting with National Treasury by another government institution.

**26. Governing Law**

26.1 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.

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

27.1 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. If PPSA allows a bidder to make use of sub-contractors, such sub-contractors will always remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damage incurred by or caused by such sub-contractors.

## **28. Confidentiality**

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

## **29. Proposal documents**

- 29.1 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.
- 29.2 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 or security personnel.
- 29.3 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.
- 29.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

### **29.5. Proposals must be compiled in the following manner:**

**29.5.1 One (1) original proposal (marked 'original') must be submitted and one (1) electronic copy (USB)**

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

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

- Name of bidder.
- Description of proposal.
- Bid / tender number.
- Closing date and time.
- The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

29.5.4 Bids submitted by bidders which are or are comprised of 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.

29.5.5 The bidder should check the numbers of the pages of its bid to satisfy 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.

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

30.1 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.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
<b>CONTACT PERSON</b>	Kabelo Lekalakala	<b>CONTACT PERSON</b>	Tiyani Thuketane
<b>TELEPHONE NUMBER</b>	012 366 7157	<b>TELEPHONE NUMBER</b>	012 366 7252
<b>FACSIMILE NUMBER</b>	N/A	<b>FACSIMILE NUMBER</b>	N/A
<b>E-MAIL ADDRESS</b>	<a href="mailto:kabelol@pprotect.org">kabelol@pprotect.org</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>

**31. Clarifications and communication**

31.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **09 March 2026 @ 11H00**. No further questions will be answered after this period.

- 31.2 The PPSA will respond in writing to queries and distribute responses to all bidders who attended the briefing session after receiving questions.
- 31.3 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.
- 31.4 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 31.5 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 31.6 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).
- 31.7 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.
- 31.8 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.

**32. BIDDER DECLARATION**

**The bidder hereby declares the following:**

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

- a) Provide travel, accommodation and conference (venue and facilities) services for the Public Protector South Africa for a period of three (3) years.
- b) Act honestly, fairly, and with due skill, care, and diligence, in the interests of the PPSA.
- c) Effectively employ 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.
- j) Due to the sensitivity of the information handled by PPSA, bidders must submit a confirmation letter on their company letterhead indicating that the documents will be hosted in their own warehouse as sub-contracting is not allowed.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**ON BEHALF OF:** \_\_\_\_\_

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

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## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## **4. Standards**

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

## **5. Use of contract documents and**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan,

**information;  
inspection.**

drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show

the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

**14. Spare parts**

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Spare parts**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the

supplier under the contract.

- 16. Payment**
- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
  - 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
  - 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
  - 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
  - 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
  - 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
  - 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of

suppliers or persons prohibited from doing business with the public sector.

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP)**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **Programme**

### **34. Prohibition of Restrictive practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.