



THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

APPOINTMENT OF THE SERVICE PROVIDER TO FACILITATE AND MANAGE TRAVELLING, ACCOMODATION AND CONFERENCING SERVICES FOR THE PRESIDENCY FOR A PERIOD OF FIVE (5) YEARS.

BID NUMBER: PO 2024/25:005
CLOSING DATE: 13 November 2024
TIME: 11:00 AM
VALIDITY PERIOD: 120 days

COMPULSORY BRIEFING SESSION:

DATE: 31 October 2024
TIME: 10:00 AM
VENUE: Microsoft Teams
(click on the link below to access the session)
[Join the meeting now](#)
Meeting ID: 344 098 885 892
Passcode: MKqGHo

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Special Conditions (Terms of Reference)

Section 3: General Conditions

Standard Bidding Documents (SBD) forms MUST be completed in full, in black ink (whether hand written or typed). Any changes on the SBD form must be countersigned by the bidder. The use of Tippex or any similar material is not permitted.

Bidders must submit the original bid document and completed SBD forms. In addition, bidders must submit two additional copies of the bid document, (that is, one hard copy (photocopy) and one soft copy in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. All three bid documents must be submitted in a sealed envelope.

**PART A
INVITATION TO BID**

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PO 2024/25:005	CLOSING DATE:	13 November 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER TO FACILITATE AND MANAGE TRAVELLING, ACCOMODATION AND CONFERENCING SERVICES FOR THE PRESIDENCY FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
UNION BUILDINGS					
GOVERNMENT AVENUE					
ACARDIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM: Acquisition Office		CONTACT PERSON	Mr Colin Serutle	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@presidency.gov.za		E-MAIL ADDRESS	ColinS@presidency.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

Name of bidder.....	Bid number: PO 2024/25:005
Closing Time 11:00 AM	Closing date: 13 November 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF THE BID. NB KINDLY NOTE THAT THESE PRICES ARE YEARLY ESTIMATES ONLY, THEY WILL CHANGE DEPENDING ON THE TRAVELLING PLANS OF THE PRESIDENCY, IT IS THEREFORE NOT A CONTRACT VALUE.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY
 NO

****(ALL APPLICABLE TAXES INCLUDED)**

			ONLINE BOOKINGS		
ITEM	Transaction Fees	Estimated Volume	Unit Price incl. bill back (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1a	Air Travel – International	201		R	R
1b	Air Travel – Regional	24		R	R
1c	Air Travel – Domestic	4 099		R	R
2a	Refunds – Air Domestic	15		R	R
2b	Refunds – Air Regional	-		R	R
2c	Refunds – Air International	10		R	R
3a	Accommodation – Domestic	2 000		R	R
3b	Accommodation – Regional	10		R	R
3c	Accommodation – International	50		R	R
4a	Car Rental – Domestic	5 000		R	R
4b	Car Rental – Regional	-		R	R
4c	Car Rental – International	-		R	R

5a	Transfers/Shuttle – Domestic	3 500		R	R
5b	Transfers/Shuttle – Regional	10		R	R
5c	Transfers/Shuttle – International	30		R	R
5d	Train bookings – International	-		R	R
5e	Train bookings – Domestic	-		R	R
6	Parking bookings	250		R	R
7a	Consultant Assistance with bookings during office hours	3 000		R	R
7b	Consultant Assistance with bookings after office hours	1 500		R	R
7c	VIP surcharge fee per booking (All hours)	-		R	R
8	Bus/Coach Bookings (including consultants fee)	20		R	R
9	Charters (including consultant fees)			R	R
10	Visa Assistance (Provision of documents and advice)			R	R
11	Courier services for travel documentation (visa & passports)			R	R
12	Additional Ad-hoc Reports (per report)			R	R
13	Customised Reports (per report)			R	R
14	Travel Lodge card Reconciliation if utilised			R	R
15	Debtors Account Reconciliation			R	R
	SMS Notifications			R	R
	Air Travel – International (Re-issue)			R	R
	Air Travel – Regional (Re-issue)			R	R
	Air Travel – Domestic (Re-issue)			R	R
	Bill back to travel Agent/Supplier			R	R
	Online Booking tool per trip			R	R
	Cancellations	100		R	R
	Changes to bookings	600		R	R

	Any other service that will be billed not mentioned above				
16	Conference transactions	1	R	R	R
17	Initial setup / customisation of online booking tool	1	R	R	R
	Other (Specify)			R	R
	Other (Specify)			R	R
	Other (Specify)			R	R
	Other (Specify)			R	R
	Total				R
Estimated Price for year 1				R	
Estimated Price for year 2, assuming a 5,1% inflation adjustment				R	
Estimated Price for year 3, assuming a 5,1% inflation adjustment				R	
Estimated Price for year 4, assuming a 5,1% inflation adjustment				R	
Estimated Price for year 5, assuming a 5,1% inflation adjustment				R	
Estimated Total price for (Year 1- Year 5)				R	

Any enquiries regarding bidding procedures may be directed to:

Department: The Presidency

Contact Person: SCM: Acquisition Office

E-mail address: Tenders@presidency.gov.za

Or for technical information –

Contact Person: Mr Colin Serutle

E-mail address: ColinS@presidency.gov.za

Contact Person: Ms Dineo Kau

E-mail address: Dineo@presidency.gov.za

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 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:

.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the

- organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women		10		
Youth		7		
People living with disability		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

- person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

TERMS OF REFERENCE



SUPPLY CHAIN MANAGEMENT

APPOINTMENT OF THE TRAVEL MANAGEMENT COMPANY TO FACILITATE AND MANAGE TRAVELLING, ACCOMODATION AND CONFERENCING SERVICES FOR THE PRESIDENCY FOR A PERIOD OF FIVE (5) YEARS.

1. THE PURPOSE OF TERMS OF REFERENCE

The purpose of this Request for Proposal (RFP) is to appoint a service provider to facilitate and manage travelling, accommodation and conferencing services for The Presidency for a period of five (5) years.

2. BACKGROUND

- 2.1 The Presidency officials are expected to travel nationally and internationally to attend to meetings, conferences and events. Flights and accommodation are required when officials are attending to meetings, conferences and events.
- 2.2 Currently, The Presidency is utilising a Travel Management Company (TMC) to facilitate travelling, accommodation and conferencing services. The contract of the TMC will end in February 2025.
- 2.3 The Presidency is seeking to enter into an agreement with a successful bidder who will be required to render the following services:
 - a) Provide The Presidency with travel management services that is consistent, reliable and maintain a high level of traveller satisfaction in line with the service level agreement;
 - b) Cost savings for The Presidency without any degradation in the service in accordance with the Cost Containment measures as issued by the National Treasury.

3. DEFINITIONS

- **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- **Air travel** means travel by airline on authorised official business.
- **Authorising Official** means the employee who has been delegated by The Presidency's Accounting Officer or CFO to authorise travel in respect of travel requests and expenses.
- **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- **Department** refers to as The Presidency.
- **Domestic travel** means travel within the borders of the Republic of South Africa.
- **"After-hours services"** means a travel request that is actioned after normal working hours, i.e. 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays. **Urgent/After-Hours services** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- **g-Commerce** refers to the Government's buy-site for transversal contracts.
- **International travel** refers to travel outside the borders of the Republic of South Africa.
- **Lodge Card** is a credit card specifically designed purely for business travel expenditure. There is typically one credit card number "lodged" with the TMC to which all expenditure is charged.
- **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets).
- **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management.
- **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Eswatini, United Republic of Tanzania, Zambia and Zimbabwe.
- **Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees.
- **Transaction Fee** means the fixed negotiated fee charged for each specific sector / service type (e.g. car rental, air ticket), charged per type per transaction per traveller.
- **Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of Government.
- **Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official or the act of final approval of a travel booking on an online system.

- **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.
- **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- **Travel Sector** means a specific service arranged by the TMC on behalf of the Traveller, such as a flight, hotel accommodation, rental car, etc.
- **Trip** consists of one or more travel sectors.
- **Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
- **VAT** means Value Added Tax.
- **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. SCOPE OF WORK

The successful bidder will be required to facilitate and manage the following services, which includes air travel, accommodation and conference services.

4.1 Service Requirements

4.1.1 General

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

- a. The travel services will be provided to all Travellers, travelling on behalf of The Presidency, locally and internationally. This will include employees, contractors, consultants and clients, where the agreement is that The Presidency is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide urgent/after-hour services (including weekends and public holidays).
- c. Ensure that travel suppliers and negotiated agreements that are in place between The Presidency / National Treasury and third parties are enforced. Assist with further negotiations for better deals with travel service providers.
- d. Ensure implementation and compliance with The Presidency Transport, Travel and Accommodation Management Policy as well as the National Treasury Travel Framework and cost containment measures.
- e. Manage third party service providers by addressing service failures and complaints against these service providers.
- f. Consolidate all invoices from travel suppliers.
- g. Ensure that all government rates and limits are implemented and adhered to and that proper authorisation is obtained from a delegated Presidency employee for any deviations from approved limits.

4.1.2 Reservations

The Travel Management Company will:

- a. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker as per cost containment measures required by National Treasury.

- b. apprise 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.
- c. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- d. book the negotiated discounted fares and rates where possible.
- e. must 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.
- f. Make provision for bookings at parking facilities at the airports where required, for the duration of the travel.
- g. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. for meetings, conferences, events and any other related services)
- i. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- j. advise the Traveller of all visa and inoculation requirements well in advance.
- k. assist with the arrangement of issuing of travel insurance for international trips where required.
- l. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. facilitate bookings that are generated through their own or third party Online Booking Tool (OBT).
- n. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- o. Airline fares, accommodation establishment rates, car rental rates and any other related rates that are non-commissionable, where commissions are earned for The Presidency bookings all these commissions should be returned to The Presidency on a monthly basis.
- p. Ensure confidentiality in respect of all travel arrangements.
- q. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per The Presidency's instruction.
- r. Assist in facilitating issuance of forex/travellers cheques for the officials and further advising on the foreign currencies applicable.

4.1.3 Air Travel

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, to be able to book the airline which provides the most cost effective and practical routings, which may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller as well as be in a position to provide proof of price comparison.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline booking confirmation/voucher must be sent electronically (SMS, WhatsApp and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs through the most cost effective method as well as the sourcing of alternative service providers for other charter requirements.

- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements and any other related information.)
- k. Assist with lounge access as and when required.

4.1.4 Accommodation, Venues and Facilities

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC must provide three or more price comparisons (online or manually depending on the set up) from accommodation establishments that provide the best available rates within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guesthouse or Bed & Breakfast) in accordance with The Presidency's transport, travel and accommodation management policy.
- d. The TMC must be able to manage and coordinate venue related logistics and negotiate for discounts on behalf of The Presidency.
- e. The Presidency travellers are encouraged to only stay at accommodation establishments with which The Presidency or National Treasury has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will advise on a 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 Presidency.
- f. Accommodation vouchers must be issued to all Presidency travellers for accommodation bookings and must be invoiced to The Presidency as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- g. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- h. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- i. The department reserves the right to book through the travel management company or not.

4.1.5 Car Rental, Train, Bus and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with The Presidency Transport, Travel and Accommodation Management Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, fuel cards, refuelling, keys, rental agreements, damages and accidents and other related services.
- d. For international travel, the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with The Presidency Transport, Travel and Accommodation Management Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC must also make provision for rail transport bookings and further negotiate for discounts where possible.
- g. The TMC should manage shuttle companies on behalf of The Presidency and ensure compliance with minimum service standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- h. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

4.1.6 After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide emergency services outside of normal office hours (including weekends and public holidays).
- d. A call centre facility or 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.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include timely assistance on urgent online bookings/changes

4.1.7 Communication

- a. The TMC will be required to conduct workshops and training sessions for Travel Bookers of The Presidency.
- b. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- c. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

4.2 Technology – Online Booking Tool

Only proposals that include an online booking tool which provides the minimum functionality detailed below will be considered.

- 4.2.1 The online booking tool must be customisable to the specific needs of the Department to ensure that all travel requests comply with Treasury Instructions and The Presidency policies.
- 4.2.2 The tool must employ sufficient authentication functionality and must allow for the assignment of specific access rights to different categories of users.

- 4.2.3 The tool must be able to accept a virtual credit card issued by The Presidency, which must be able to interface through an online interface link into The Presidency's payment system, BAS. The card must be pre-loaded on the booking tool.
- 4.2.4 The virtual credit card issued by The Presidency will be used for all online bookings and where a 3rd party does not accept the card, an alternative method will be used.
- 4.2.5 The tool must make provision for The Presidency to add and remove cost centres and authorised approvers per cost centre. The Presidency will not be liable for any service rendered unless such service was approved by a duly authorised Presidency employee (it remains the responsibility of The Presidency to ensure that authorisers are correctly captured on the online booking tool).
- 4.2.6 The tool must make provision for The Presidency to create policy groups and limits for each service / sector type per policy group.
- 4.2.7 Traveller profiles must be created and amended online by The Presidency. Traveller profiles will contain all the information normally required to travel (Full names. ID number, Home Address, Rank, Responsibility Codes.) as well as:
- Contact information to enable the sending of SMSs and e-mails to travellers.
 - Policy group applicable to each traveller (which can only be amended by The Presidency administrators)
- 4.2.8 The tool must employ approval escalation flows (to be added/amended online by The Presidency) for each cost centre as well as for out of policy approvals.
- 4.2.9 The tool must require the uploading of supporting documentation before a booking is sent for approval (based on policy group settings).
- 4.2.10 All local travel (airline tickets, accommodation, car rental, fuel card, point-to-point transfers and parking facilities at airports), can be booked, approved and amended online. The TMC may not charge a consultant service fee in cases where the online booking tool does not make provision for the booking or amendment of these local services/sectors.
- 4.2.11 The following information must be available and visible to the booker and approvers when making an online booking:

Service / sector type	Required information
Flights	<ul style="list-style-type: none"> • Departure / arrival destinations • Scheduled departure and arrival dates / times • Travel Class (First, Business, Economy) • Fare category (Y, Q, K etc.) • Fare (fully inclusive of all charges) • Change / cancellation penalties • Whether flight is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector
Accommodation	<ul style="list-style-type: none"> • Detailed location (street address and GPS

Service / sector type	Required information
	<ul style="list-style-type: none"> coordinates) • Establishment type (Hotel, B&B, guest house etc.) • Quoted rate (inclusive of all discounts and tourism levy) • Type of rate(s) - Room only, Bed and Breakfast, Dinner bed and Breakfast, full board • Cancellation rules / penalties • Whether rate is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector
Rental cars	<ul style="list-style-type: none"> • Group (e.g. EDMR, EDAR) • Petrol or Fuel Card available or not • Cancellation rules / penalties • Whether group is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector
Point-to-point transfer	<ul style="list-style-type: none"> • Group (standard / luxury / VIP etc.) • Rate • Cancellation rules / penalties • Whether group is in or out of policy (based on policy group to which traveller is assigned) • The TMC fee that will be charged for the sector

4.2.12 The TMC's online tool must provide a facility (at no cost) where invoices and supporting documents can be downloaded by The Presidency staff at any time. The online tool must further provide a facility where invoice data can be downloaded by authorised Presidency staff in Microsoft Excel format or in CSV format. The data fields to be included in the invoice data download facility must contain all data fields included on an invoice, as well as any additional fields to be stipulated by The Presidency.

4.3 Financial Management and invoicing

The TMC must implement the rates negotiated by The Presidency with travel service providers or the discounted airfares, or the maximum allowable rates established by the National Treasury where applicable.

4.3.1 The TMC will be responsible to manage third-party service provider accounts. This will include the timely receipt of invoices to be presented to The Presidency for payment within the agreed time period.

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

4.3.3 The TMC will invoice The Presidency separately for each service / sector. The invoice should clearly indicate the following:

- Unique invoice number
- Name of traveller
- Name of approver
- Name of out of policy approver (if applicable).
- Cost centre of traveller

- Booking / Trip reference number (and The Presidency purchase order number if provided)
- Start and end dates (date sector/service started and ended)
- Fee(s) charged for the service / sector (listed separately)

4.3.4 An invoice from the TMC will be considered valid and will be processed by The Presidency for payment if the following conditions are met:

- The invoice must contain all information, not limited to information stipulated in 4.3.3 above.
- The sector/service was approved by an authorised Presidency approver.
- Detailed third-party invoices are attached (except for air-travel)
- The invoice amount does not exceed the amount approved (except for valid additional charges such as fuel and km rates charged by car rental companies or any other charge allowable in terms of The Presidency policy).
- All supporting documents uploaded by the traveller/booker are attached to the invoice.

4.3.5 The TMC must ensure that all valid invoices and supporting documents are available on the booking tool under the booking for audit purposes.

4.3.6 The Presidency will settle valid invoices within an average number of days agreed by both parties with no invoice settled after 30 calendar days.

4.3.7 Corrections to invoiced amounts must be done by issuing a credit note for the full amount (including fees) of the incorrect invoice and by issuing a new invoice (with a new invoice number). The TMC may under no circumstances invoice the Department more than once for the same service (unless a credit note or notes were issued for the incorrect invoice or invoices). The non-negotiable penalty fee for services/sectors invoiced more than once will be the full amount due for the service/sector (including any fees charged).

4.3.8 Pre-payment required for a specific service / sector must be made by the TMC. The Department and the Service provider may include provisions in the service level agreement for pre-payments to be passed on to the Department, provided that such pre-payments will only be considered where the total cost of a specific service/sector (excluding fees) exceed R100,000. This provision excludes payment for airline tickets, since these can be invoiced and paid in less than 30 days.

4.4 Management Information and Reporting

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

4.4.2 The TMC must have the capability to interface its online tool with the Basic Accounting System used in government (BAS).

4.4.3 All management information and data input must be accurate.

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

- 4.4.5 Reports must be accurate and must be provided as per The Presidency's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 4.4.6 The TMC online booking and reporting tool must provide reconciliations between BAS and the online booking tool to reflect on outstanding payments not effected on BAS inclusive of exceptions.
- 4.4.7 The Presidency may request the TMC to provide additional management reports.
- 4.4.8 Reports must be available in an electronic format for example Microsoft Excel.
- 4.4.9 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 - 4.4.9.1 Travel
 - a) After hours' Report;
 - b) Reason for travel, Amendments and Cancellations;
 - c) Proof of non-availability of all required travel services;
 - d) Spend Manager analysis;
 - e) Compliments and complaints;
 - f) Consultant Productivity Report;
 - g) Long term accommodation and car rental;
 - h) Extension of business travel to include leisure;
 - i) Upgrade of class of travel (air, accommodation and ground transportation);
 - j) Bookings outside Travel Policy;
 - k) Online Travel Approvals.
 - l) Online late travel bookers
 - 4.4.9.2 Finance
 - a) Reconciliation of commissions/rebates or any volume driven incentives;
 - b) Creditor's ageing report;
 - c) Creditor's summary payments;
 - d) Daily electronic invoices;
 - e) Report on missed savings
 - f) Reconciled reports for Travel Lodge card statement;
 - g) No show report;
 - h) Cancellation and amendment report;
 - i) Receipt delivery report;
 - j) Monthly Bank Settlement Plan (BSP) Report;
 - k) Refund Log;
 - l) Open voucher report;
 - m) Open Age Invoice Analysis.
 - n) BAS reconciliations reports
 - o) Accruals and Commitments
- 4.4.10 The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

4.5 BAS Integration

- 4.5.1 The TMC booking tool must have the capacity to interface all information related to travel expenses into BAS. If the system provided by the TMC does not have BAS

Integration, the TMC will be given a period of 12 months to implement BAS Integration with the system.

4.5.2 The booking tool must be able to use a virtual card for online booking. Please refer to par 4.2.2 & 4.2.3

4.5.3 The online booking tool must be able to perform an electronic online reconciliation between the submitted credit card statements and the virtual card that interfaces into BAS.

4.6 Account Management

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

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

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

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

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

4.6.6 Ensure that workshops/training are provided to Travellers and/or Travel Bookers

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

4.7 Value Added Services

The TMC must provide value added services not limited to the following:

4.7.1 Destination information for regional and international destinations:

- i. Health warnings.
- ii. Weather forecasts.
- iii. Places of interest.
- iv. Visa information.
- v. Travel alerts.
- vi. Location of hotels and restaurants.
- vii. Information including the cost of public transport.
- viii. Rules and procedures of the airports.
- ix. Business etiquette specific to the country.
- x. Airline baggage policy; and
- xi. Supplier updates

4.7.2 Electronic voucher retrieval via web and smart phones.

4.7.3 SMS notifications for travel confirmations.

4.7.4 Travel audits.

4.7.5 Global Travel Risk Management.

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

4.8 Cost Management

4.8.1 The National Treasury cost containment initiatives and The Presidency's Transport, Travel and Accommodation Management Policy establishes the basis for a cost savings culture.

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

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

4.8.4 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with The Presidency's Transport, Travel and Accommodation Management Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

4.9 Quarterly and Annual Travel Reviews

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

4.9.2 Annual Reviews are also required to be presented to The Presidency's Senior Executives.

4.10 Office Management

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

- a. Key Account Manager
- b. Senior Consultants
- c. Intermediate Consultants
- d. Junior Consultants
- e. Travel Manager (Operational)
- f. Finance Manager / Branch Accountant
- g. Admin Back Office (Creditors / Debtors/Finance Processors)
- h. Strategic Account Manager
- i. System Administrator (General Admin)
- j. Afterhours consultants

The TMC must have its Head Office or a regional / satellite office in the Gauteng Province, that is operational during office hours with adequate staff members. The Key Account Manager must be based in Gauteng (Preferably in Tshwane) and must have at least 3 years' experience in providing travel management services to government clients.

5. PRICING MODEL

5.1. Transaction Fees

- 5.1.1. The TMC must provide the transaction cost per service rendered (per sector). The transaction fee must be a fixed amount per service that is charged only once per sector/service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers (except for venue bookings, which are charged as a percentage of the cost).
- 5.1.2. The fees per sector quoted in SBD3.3 must be fully inclusive of 'Bill Back' charges where appropriate. The TMC is required to offer all services on a 'Bill back' basis. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices The Presidency for the services rendered. The fees per sector quoted by the TMC in SBD 3.3 must be fully inclusive of 'Bill Back' charges.
- 5.1.3. The fees per sector quoted in SBD 3.3 must be fully inclusive of TMC charges for changes / cancellations where appropriate (based on an estimated 15% of bookings that require changes / cancellations). A separate refund-processing fee can be charged for cancelled airline tickets only.
- 5.1.4. The TMC may not charge additional fees for no-shows, changes to or cancellations of bookings/service/sectors as the fee in SBD 3.3 for each service/sector is deemed to include a provision for a reasonable number of changes / cancellations / no-shows (15% of sectors/services booked). This excludes any charges by third parties (such as airlines) for changes/cancellations/refunds as well as no-show charges by third parties that must be passed on to the Department.
- 5.1.5. All fees (except conference fees) must be based on sectors being booked online. Only one of the following fees may be charged in addition to the fixed service/sector fee:
- A consultant's fee (per sector/service) for assisting the booker / traveller in making or changing the sector; or
 - An after-hours consultant's fee (per sector/service) for assisting the booker / traveller in making or changing the sector outside of normal business hours; or
 - VIP consultant's fee (per sector/service) for assisting the booker / traveller in making or changing the sector during all hours. This fee can only be levied for sectors booked for the President, Deputy President, Minister, Deputy Minister, Director-General, Deputy Director-General, Chief Operations Officer, Advisors, Former Principals and Spouses of the Principals.
- 5.1.6. Fees must be charged per service/sector and must be included on the invoice for the service/sector. Fees may not be invoiced separately and may not be pooled (each fee charged must be indicated separately on the invoice).
- 5.1.7. The TMC may only charge fees indicated in the service level agreement. The Service Level agreement may only contain fees included in the bid documents (SBD 3.3).
- 5.1.8. All fees provided must be VAT inclusive.

5.2. Volume driven incentives

5.2.1. It is important for TMC to note the following when determining the pricing:

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

6. REQUIREMENT FOR THE PROJECT

6.1 The service provider needs to have proven experience and capacity in Travel Management Services. The service provider is required to provide proof that they have conducted/performed similar projects, at least three (3) trade references from other institutions including contact details. References include duration of contract, size of institution and indication of performance. The trade references confirm that:

- The service provider has provided similar (to The Presidency scope) travel services to at least one(1) organization with 200 or more employees.
- All three trade references confirm that the service provided was satisfactory.
- The bidder has at least three years' experience in providing travel management services.

6.2 Project team must have an experience in travel management. CV's of project team must be attached.

7. SPECIAL CONDITIONS OF PROJECT/CONTRACT

- The successful bidder will be required to sign a standard contract with The Presidency that will outline the terms and conditions of the contract.
- The Presidency reserves the right either to award the bid in full or in part or not to award the bid.
- The bidder will commence with the services upon signing of the Service Level Agreement by all parties involved.
- In the event of changes in the project team, the service provider must provide the detailed CVs, proof of qualification for the new project team members. The new project team members will be subjected to a security clearance process prior to confirmation of involvement in the project.
- The Presidency undertakes to pay out in full within thirty days (30) after all valid claims for services rendered to its satisfaction upon presentation of a substantiated claim/invoice, according to the payment schedule agreed upon in the contract.
- Bidder/s are required to provide a concept document / methodology to approach the project and a detailed project plan.
- The TMC will be required to integrate its system to BAS. In the event that the TMC appointed is not able to deliver on the BAS Integration within 12 months, The Presidency reserve the right to terminate the contract.
- The Presidency may request clarification or additional information regarding any

aspect of the bids that were submitted. Companies must respond to requests by The Presidency for additional information within three (3) working days after the request has been made. Failure to comply may invalidate the potential service provider.

8. SECURITY REQUIREMENTS

The appointed service provider including their staff assigned to the project will be subjected to a security screening exercise by The Presidency. In the event that the security screening outcome is negative, the successful bidder(s) will be disqualified.

9. DURATION OF CONTRACT

The appointed service provider will facilitate and manage travelling, accommodation and conferencing services for The Presidency for a period of five (5) years.

10. MONITORING AND EVALUATION OF THE PROJECT

- 10.1 Quarterly reviews are required to be presented by the successful bidder to the Director: Supply Chain Management. These comprehensive reviews are to be presented to Presidency's Teams as part of the performance management reviews based on the agreed service levels/standards.
- 10.2 Annual Reviews are also required to be presented to the Presidency Senior Executives.
- 10.3 These Travel Reviews will include without limitation the following information points mentioned on 10.4.
- 10.4. Successful bidder to list the information that will be required. The reporting requirements as per applicable National Treasury Instruction Note related to
- a) Travel & Subsistence may be used as minimum.
 - b) Travel expenditure
 - c) Savings and missed savings

11. LEGISLATION APPLICABLE TO THE BID

11.1 Bids will be subject to the Supply Chain Management conditions as follows:

- The Preferential Procurement Policy Framework Act No. 05 of 2000
- Preferential Procurement Regulations, 2022
- Public Finance Management Act No. 1 of 1999
- Supply Chain Management Policy
- The Presidency Transport, Travel and Accommodation Management Policy.

12. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

- a. TMC are requested to submit means of verification for specific goals (women, youth and persons with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited.
- b. A service level agreement/contract shall be signed with the awarded bidder.

- c. The Presidency reserves the right to conduct site inspections at the supplier's facilities prior to the conclusion or awarding of contracts to the shortlisted TMC where necessary.
- d. **Completed bid documents must be deposited in the bid/tender box, as indicated in par 18 below. Telegraphic, telefax, emails or late tenders/bids will not be accepted and will be disqualified.**
- e. **TMC shall ONLY use a black pen for completion of Standard Bidding Documents (SBD) forms. Failure to do so may result in the submitted bid/proposal being disqualified.**
- f. All corrections made in the bid document must be initialled or signed off by the bidder to obviate unnecessary delays resulting from the need to require the bidder to give written confirmation before finalisation of evaluation.
- g. **TMC shall submit:**
 - I. **Original bid documents (mandatory),**
 - II. **a hard copy of the original documents, and,**
 - III. one soft copy (digital / electronic) in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. **The onus is on the bidder to ensure that the electronic PDF copies of the documents are indeed saved on the electronic device submitted. Failure to ensure all three sets of documents as per I - III**
- h. Failure to ensure all three sets of documents as per i – iii above may result in the bid/proposal being disqualified/invalidated /invalidated.
- i. The TMC will be invited to give a presentation.

13. EVALUATION PROCESS

All proposals received will be evaluated in accordance with the **80/20-point** system as prescribed in the Preferential Procurement Regulations, 2022. A three phases approach will be followed during the evaluation process.

13.1 FIRST PHASE: MANDATORY AND ADMINISTRATIVE COMPLIANCE -

During this phase, screening will be conducted to ensure compliance with the mandatory submission of documents as listed below. TMC who have not complied with the mandatory submission of ALL the documents will be disqualified at this stage of the evaluation and not be considered in the next phase.

Note that all the required documentation must be signed by a duly authorised representative, where a signature is required.

A. MANDATORY DOCUMENTATION

- i) Completed and signed Invitation to bid document (SBD 1)
- ii) Completed and signed Applicable Price Schedule (VAT and all other applicable costs inclusive): SBD 3.3: professional services
- iii) The bidder has an office in the Gauteng Province, that has staff during normal office hours. Must attach proof of residence (municipality bill or rental agreement

- or lease agreement or confirmation of residence)
- iv) Valid IATA (International Air Transport Association) certificate/licence
 - v) Valid ASATA (Association of South African Travel Agents) certificate / Licence
 - vi) The bidder must attend a compulsory briefing, Session. A signed briefing session Certificate will be issued on the day of the briefing session. The bidder must submit a signed Briefing Session Certificate together with the tender documents.

B. ADMINISTRATIVE COMPLIANCE

- i) Completed and signed TMC' disclosure form (SBD 4)
- ii) Completed and Signed Preference points claim form (SBD 6.1)
- iii) Names and certified ID copies of employees to be assigned to this project. Assigned employees may be subjected to a security screening, where applicable as per specification.
- iv) Certified ID copies of owner(s) Owners may be subjected to a security screening, where applicable as per specification.
- v) Copy of Bidder's company registration document with CIPC.
- vi) SARS Tax pin of the Bidder.
- vii) Copy of proof of registration with CSD.

Only TMC who have met mandatory requirements will be considered for the next phase.

13.2 SECOND PHASE: FUNCTIONAL/TECHNICAL EVALUATION

Only proposals that have met the criteria for mandatory compliance will qualify for this phase. During the second phase, the ability of the bidder to execute the project will be evaluated in two stages.

13.2.1 STAGE 1: Desktop Evaluation

The following categories will be evaluated in Stage 1:

- Experience and References
- After hours and emergency call centre
- Service requirements
- Online booking and reporting tool
- Integration of BAS

Refer to bidder's proposal to verify compliance -The TMC must ensure that their technical proposal is clearly structured to cover all the sections as per listed criteria below.

#	TECHNICAL EVALUATION CRITERIA	SUB-CRITERIA	WEIGHT
1	Company's experience in Travel Management: Attach original of The Presidency returnable project reference form (Annexure A) signed, dated, stamped, with contact person and contact number of client/s for whom similar services have been rendered for three (3) years or more. References should include duration of contract, size of institution and indication performance.	<ul style="list-style-type: none"> The bidder has provided similar (to The Presidency scope) travel services to at least one (1) organization with 200 or more employees. All three (3) trade references confirm that the service provided was satisfactory. The bidder has at least three (3) years' experience in providing travel management services <p>Bidder who did not provide either of the above = 0 point</p> <p>Three (3) references from various institutions, three (3) years' experience in providing travel management services to at least one (1) organisation with 200 employees = 4 points</p> <p>Four (4) or more references from various institutions, four (4) or more years' experience and provided travel management services to at least one (1) organisation with more than 200 employees = 10 points</p>	10
2	Team members' experience Bidder must submit detailed CVs of all Team Members outlining experience in travel management service. CV outlining members role and responsibilities as well as involvement in similar fields	<ul style="list-style-type: none"> 0 - (2) years of experience = 0 point Three (3) years of experience = 3 points 	3
3	Service requirements The bidder is able to provide the travel services required by the department (can facilitate all services indicated on the terms of reference as well as the costing sheet)	<ul style="list-style-type: none"> Cannot provide all the services required = 0 Point Can provide all the services required = 10 points 	10
4	After hours and emergency call centre (par 4.1.6)	<ul style="list-style-type: none"> No after-hours support available = 0 point 	3

#	TECHNICAL EVALUATION CRITERIA	SUB-CRITERIA	WEIGHT
		<ul style="list-style-type: none"> Trained staff on call 24 hours per day, 7 days a week, 365 days a year =3 points 	
5	Online booking and Reporting Tool (par 4.2)	<ul style="list-style-type: none"> No online booking and reporting tool = 0 point Third-party online booking and invoice/reporting tool that cannot be customised to The Presidency requirements =2 points Online booking and reporting tool that can be customised to The Presidency requirements - setup and each subsequent change will be at a cost to The Presidency = 3 points Online booking and reporting tool that can be customised to The Presidency requirements - initial setup at a cost to The Presidency, but subsequent changes free of charge =4 points Online booking and reporting tool available that is fully customisable to The Presidency requirements at no cost to The Presidency =7 points 	7
6	Integration with BAS	<ul style="list-style-type: none"> No interface between BAS and the Online Booking and Reporting tool, there is no commitment to implement within 12 Months = 0 points No interface between BAS and the Online Booking and Reporting tool, there is a commitment to implement within 12 Months = 2 points Interface between BAS and online Booking and Reporting tool is available that can be customised to The Presidency requirements at no cost to The Presidency = 7 points (provide confirmation letter on the client where BAS Integration system was provided including contact details of the client) 	7
	SUB-TOTALS		40
	MINIMUM THRESHOLD FOR TECHNICAL EVALUATION		24

Only TMC who meet the minimum threshold of 24 points out of 40 points will qualify for stage 2.

Stage 2: Site visit presentation and online tool

#	TECHNICAL EVALUATION CRITERIA	SUB-CRITERIA	WEIGHT
1	Reservations for international and domestic trips and related services including group bookings, travel insurance and forex. The service provider meets the requirements stipulated under par. 4.1.2	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 3 months = 6 points • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 1 month = 8 points • Systems are in place to ensure 100% compliance with requirements = 10 points 	10
2	Financial management. The service provider meets the requirements stipulated under par.4.3	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 3 months = 3 points • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 1 month = 4 points • Systems are in place to ensure 100% compliance with requirements = 5 points 	5
3	Management Information and reporting. The service provider meets the requirements stipulated under par. 4.4	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 3 months = 6 points • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 1 month = 8 points • Systems are in place to ensure 100% compliance with requirements = 10 points 	10

#	TECHNICAL EVALUATION CRITERIA	SUB-CRITERIA	WEIGHT
4	BAS Interface (par 4.5)	<ul style="list-style-type: none"> • No interface between BAS and the Online Booking and Reporting tool, there is no commitment to implement within 12 Months = 0 points • No interface between BAS and the Online Booking and Reporting tool, there is a commitment to implement within 12 Months = 3 points • Interface between BAS and online systems is in place to ensure 100% compliance with requirements = 5 points (Demonstration on how the system works) 	5
5	<i>Cost management. The service provider meets the requirements stipulated under par. 4.8</i>	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 3 months = 6 points • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 1 month = 8 points • Systems are in place to ensure 100% compliance with requirements = 10 points 	10
6	Air travel, Accommodation, Venues and Facilities, Car rental, Train, Bus and Shuttle services: the service provider meets the requirements stipulated under par. 4.1.3, 4.1.4, 4.1.5	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 3 months = 6 points • Not all requirements are met, but the service provider will be able to customize their systems in order to meet all requirements within 1 month = 8 points • Systems are in place to ensure 100% compliance with requirements = 10 points 	10

#	TECHNICAL EVALUATION CRITERIA	SUB-CRITERIA	WEIGHT
7	Value Added Services: The service provider meets the requirements stipulated under par. 4.7	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months = 3 points • Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month = 4 points • Systems are in place to ensure 100% compliance with requirements = 5 points 	5
8	Additional charges for no-shows, changes to or cancellations of bookings/service/sectors. The service provider meets the requirements stipulated under par. 5.1.4	<ul style="list-style-type: none"> • No systems in place = 0 point • Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 3 months = 3 points • Not all requirements are met, but the service provider will be able to customise their systems in order to meet all requirements within 1 month = 4 points • Systems are in place to ensure 100% compliance with requirements = 5 points 	5
	SUB-TOTALS		60
	MINIMUM THRESHOLD		36
	GRAND- TOTAL		100

Only TMC who meet the minimum threshold of 36 points out of 60 points will qualify for third phase 3.

13.3 THIRD PHASE: PRICE AND SPECIFIC GOALS

The bid will be awarded to the bidder who scored the highest points in terms of price and specific goals.

In accordance with the PPPFA, the submission will be adjudicated on the 80/20 points system. Price will make up the total of 80 points, and specific goals will be allocated the remaining 20 points. The evaluation criterion for this phase is as set below:

Criteria applicable	Weight
Price	80
Specific goals	20
Total	100

For the purpose of this tender, TMC will be evaluated on pricing as per plan/template provided. (Define the pricing method to be used (schedule/plan/template)).

As an example, the points for Specific Goals could be distributed as follows: (depending on the specific bid):

Specific goals	Means of Verification	Points
Women	ID docs + CSD verification	10
Youth	ID docs + CSD verification	7
Persons with Disabilities	Confirmation letter + CSD verification	3

TMC are requested to submit means of verification for specific goals (women, youth and the person with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited.

14. CONFIDENTIALITY

No communication will be undertaken with any bidder until the winning bidder has been informed of his winning bid. Information relating to the evaluation of proposals and recommendations concerning an award shall not be disclosed to neither the bidder who submitted the proposals nor to other persons not officially involved or concerned with the process¹. The Presidency necessarily operates under the conditions of the PAIA provisions. No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except were authorised in writing to do so.

15. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

THE BIDDER MUST COMPLETE BELOW.

I _____ in my capacity as the duly authorized representative of the bidder, hereby certify that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE..... CAPACITY.....

Alternative Name and Contact details of service provider (optional):

16. DISCLAIMER

The Presidency reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

17. COMPULSORY BRIEFING SESSION

The Briefing session will be conducted online via Microsoft teams

(click on the link below to access the session)

[Join the meeting now](#)

Meeting ID: 344 098 885 892

Passcode: MKqGHo

18. SUBMISSION OF PROPOSALS

Completed bid documents should be sealed, clearly marked as follows:
The Presidency

Bid Number: **PO 2024/25:005**

Completed bid documents must be deposited in the official bid/tender box of The Presidency located at the public entrance of the Union Buildings on Government Avenue, Pretoria on or before **13 November 2024 @11:00 AM**

Bidders must ensure that they received all pages of this document.

Bid Enquiries:

Tenders@presidency.gov.za

Technical Enquiries:

ColinS@presidency.gov.za

Dineo@presidency.gov.za

NB: All enquiries should be made at least 10 days before the closing date.



“ANNEXURE A”

RETURNABLE PROJECT REFERENCE FORM

Project Description:	APPOINTMENT OF THE TRAVEL MANAGEMENT COMPANY TO FACILITATE AND MANAGE TRAVELLING, ACCOMODATION AND CONFERCING SERVICES FOR THE PRESIDENCY FOR A PERIOD OF FIVE (5) YEARS.
Bid No:	PO 2024/25:005

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I (Name, Surname & Designation
Preferably contract Manager)

From(Company Name)

Declare that the company was the recipient (client) of the following professional services (project name) successfully executed by

.....(Name of bidder)

Project Description:.....

Project

Location:.....

Commencement Date (DD/MM/YY) :.....Completion Date (DD/MM/YY):.....

Contract Value:

The number of the employees to which the service was provided:

A. Please score the service performance of the Bidder on the above mentioned project, by inserting “Yes” in the relevant box below:

Category	Very poor	Poor	Fair	Good (satisfactory)	Excellent
Skill level and professionalism of team members assigned					
Quality of services provided					
Turnaround times during normal office hours for bookings of domestic & international air travel, car hire, accommodation and/or shuttle services					
Turnaround times during after hours, weekends & public holidays for bookings of domestic & international air					

travel , car hire, accommodation and/ or shuttle services					
Ability to handle/manage urgent bookings for domestic & international air travel, car hire, accommodation and/or shuttle services					
Problem resolution skills and turnaround times					
Additional value adds and supplementary benefits for using the service provider					

B. Would you consider/recommend working with this bidder in future.

Yes	No	Reason

C Would you recommend this bidder to offer the same services to The Presidency

Yes	No	Reason

.....
 Signature (Company Head or Delegated officer)
 Company dated stamp

.....
 Name of Signatory

Contact Numbers:.....

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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1. Definitions

1 The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of Bids.

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

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

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything 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 organisation 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, SCC are also laid down to cover specific supplies, services or works.

2.3 Where such SCC 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,

4 Standards

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

14 Use of contract documents and information; inspection

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

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

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

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

6 Patent rights

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

7 Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9 Packing

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

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13 Incidental services

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

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

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

14 Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to

permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

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

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

16 Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 authorised 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 contract 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the

delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

23.8 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 wilful 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) Programme

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

34 Prohibition of restrictive practices

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 (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.