



**PSiRA**  
Private Security Industry Regulatory Authority

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**REQUEST FOR BIDS FOR APPOINTMENT OF A SERVICE  
PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES  
FOR THE PERIOD OF 36 MONTHS.**

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**[PSiRA/2024/RFB/16]**

**Date Issued: [29 January 2025]**

**Closing Date and Time: [27 February 2025 at 11:00]**

**Virtual Compulsory Briefing Session: [13 February  
2025 at 10:00]**

**Briefing session link:**

[https://teams.microsoft.com/join/19%3ameeting\\_YTEyZmY3NmEtZjcxNy00MDhmLTlMnJktM2lyODIxM2ZhN2M1%40thread.v2/0?context=%7b%22Tid%22%3a%223ebbb76c-63ea-4470-ac2b-f6370b3b7690%22%2c%22Oid%22%3a%223df91435-2d7a-4256-8dc5-85bb3da37a8d%22%7d](https://teams.microsoft.com/join/19%3ameeting_YTEyZmY3NmEtZjcxNy00MDhmLTlMnJktM2lyODIxM2ZhN2M1%40thread.v2/0?context=%7b%22Tid%22%3a%223ebbb76c-63ea-4470-ac2b-f6370b3b7690%22%2c%22Oid%22%3a%223df91435-2d7a-4256-8dc5-85bb3da37a8d%22%7d)

**Bid Validity Period: [120 days]**

**TENDER BOX ADDRESS:**

PSiRA Head Office: 420 Witch-Hazel Avenue, Block B – Eco Glades 2 Office Park, Highveld  
Ext 70, Centurion.



## CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES & DOCUMENTS/REQUIREMENTS

YES	NO	DOCUMENTATION
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 1:</b> Invitation to Bid.
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 3.3:</b> Pricing Schedule.
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 4:</b> Declaration of Interest.
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 6.1:</b> Preference Claim Forms in terms of Preferential Procurement Regulations, 2022.
<input type="checkbox"/>	<input type="checkbox"/>	General Conditions of Contract (All pages to be initialled and last page signed by the bidder).
<input type="checkbox"/>	<input type="checkbox"/>	Terms of Reference (ALL pages to be initialled by the bidder and last page must be signed by the bidder). <i>By initializing each page, you agree to implement 100% of the scope of work.</i>
<input type="checkbox"/>	<input type="checkbox"/>	Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.
<input type="checkbox"/>	<input type="checkbox"/>	Attendance of Virtual Compulsory Briefing Session.

Sealed and clearly marked bids indicating the bid Reference No. i.e. PSiRA/2024/RFB/16 must be deposited in the PSiRA Head Office tender box located at **420 Witch Hazel Avenue, Eco Glades, Block B2, Eco Park, Centurion, Pretoria**- before the closing date and time.



**The purpose of this document is to provide guidance to service providers on how to compile a compliant bid proposal.**

**Bids/Forms will be considered to be fully completed when signed and the following are specified/ reflected and submitted:**

**SBD 1: Invitation to Bid**

- Supplier information.
- Signed on page 2.

**SBD 3.3: - Pricing Schedule**

- Total bid price must be reflected on the form.
- Company name reflected on the form.
- Persons who will be involved in the project and rates applicable.
- Phases according to which the project will be completed, cost per phase and man-days to be spent.
- Period required for commencement with project after acceptance of bid.
- An indication that the bid price is fixed or not, if not for the full period, provide details.
- Estimated man-days for completion of project.

**SBD 4: - Declaration of interest**

All questionnaires must be answered on:

- Paragraph 2: 2.1 and 2.1.1.
- Paragraph 2.2 and 2.2.1.
- Paragraph 2.3 and 2.3.1.
- Paragraph 3.
  - Signed, dated, position specified, and name of bidder specified.

**SBD 6.1: Preference Claim Forms in terms of Preferential Procurement Regulations 2022**

- Paragraph 4.1: Completion of table 1.
- Declaration with regards to company/firm (paragraph 4.2, 4.3 and 4.4).
- Signature(s) of tenderer(s), surname and name, date and address.

Terms of Reference (All pages to be initialled and last page signed by the bidder). By initializing each page, you agree to implement 100% of the scope of work.

General Conditions of Contract (All pages to be initialled and last page signed by the bidder).

Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.

Attendance of Virtual Compulsory Briefing Session.

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## TERMS OF REFERENCE

### Appointment of a Service Provider for Provision of Travel Management Services For the period of 36 months.

#### 1. BACKGROUND

PSIRA was established in terms of Section 2 of the Private Security Industry Regulation Act (56 of 2001) in 2002. The strategic mandate of PSIRA originates from the Act and the regulations issued in terms of the Act. The primary objectives of PSIRA are to regulate the private security industry and to exercise effective control over the practice of the occupation of security service provider in the public and national interest and in the interest of the private security industry itself.

#### 2. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to PSIRA.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by PSIRA for the provision of travel management services to PSIRA.

#### 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 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

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

**Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

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

**Authority** means Private Security Industry Regulatory Authority established by section 2 (1) of PSIR Act that requires the provision of travel management services.

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

**Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

**International travel** refers to travel outside the borders of the Republic of South Africa.

**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 etc).

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

**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, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

**Service Level Agreement (SLA)** is a contract between the TMC and the Authority 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 and courier fees.

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

**Traveller** refers to a PSiRA official, consultant or contractor travelling on official business on behalf of the Authority.

**Travel Purchase Order** is the official form utilised by the Authority reflecting the detail and order number of the trip that is approved by the relevant authorising official.

**Travel Booker** is the person coordinating travel reservations with the 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.

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

**VAT** means Value Added Tax.

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

#### 4. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

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## 5. FRONTING

**5.1** Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

**5.2** The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies PSIRA may have against the Bidder / contractor concerned.

## 6. SUPPLIER DUE DILIGENCE

PSIRA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## 7. PRESENTATION / DEMONSTRATION

PSIRA reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

## 8. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months.

## 9. SCOPE OF WORK

### 9.1 Background

**PSIRA** currently uses a travel management company to manage travel requisitions and travel expense processes within the travel management lifecycle. The Authority currently uses a manual requisition process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the PSIRA travel co-ordinator. The Authority travel co-ordinator captures the requisition and send through a manual order to the travel management company for travel booking.

The Authority is currently undergoing a process to automate its services and it will be important to align the booking services to the new system as a value add service.

The Authority's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

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

### 9.2 Travel Volumes

The current PSIRA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions per annum as follows:





**PSIRA**  
Private Security Industry Regulatory Authority

Private Security Industry Regulatory Authority

481 Belvedere Street, Arcadia, Pretoria, 0002

Tel.: +27 12 337 5500

Fax no.: +27 12 324 3337

Email.: info@psira.co.za

Website.: [www.psira.co.za](http://www.psira.co.za)

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	469	R 2 272 268
Air Travel - Regional & International	10	R 600 000
Car Rental - Domestic	241	R 1 014 508
Car Rental - Regional & International	10-	R100 000-
Accommodation - Domestic	916	R 2 992 406
Accommodation - Regional & International	10	R 100 000
Transfers - Domestic	49	R 100 269
Conferences/Events	20	R 1 300 000
<b>GRAND TOTAL</b>	<b>360</b>	<b>R 8 479 451</b>

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

### **9.3 Service Requirements**

#### **9.3.1 General**

The successful bidder will be required to provide travel management services.

Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all Travellers travelling on behalf of PSIRA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that PSIRA 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 after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current PSIRA travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between PSIRA and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current PSIRA Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for PSIRA to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.



- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to PSIRA.
- l. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

### 9.3.2 Reservations

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. 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.
- d. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. 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.



- g. Book parking facilities at the airports where required for the duration of the travel.
- h. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. Advise the Traveller of all visa and inoculation requirements well in advance.
- l. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- o. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. 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.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by PSIRA are **non-commissionable**, where commissions are earned for PSIRA bookings all these commissions should be returned to PSIRA on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by PSIRA.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per PSIRA's instructions.



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### 9.3.3 Air Travel

- a. The TMC must be able to book full-service carriers as well as low-cost carriers.
- b. The TMC will book the most cost-effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings 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.
- 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 tickets must be delivered electronically (SMS 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 utilising the Existing transversal term contract where applicable 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 fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

### 9.3.4 Accommodation

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



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of the traveller.

- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with PSIRA's travel policy.
- d. PSIRA travellers may only stay at accommodation establishments with which PSIRA has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or PSIRA.
- e. Accommodation vouchers must be issued to all PSIRA travellers for accommodation bookings and must be invoiced to PSIRA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

### **9.3.5 Car Rental and Shuttle Services**

- a. The TMC will book the approved category vehicle in accordance with the PSIRA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.



- 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 PSIRA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the PSIRA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

**The TMC must during their report provide list of names and amount for shuttle services subcontracted to an EME or QSE which is at least 51% owned by black people.**

### **9.3.6 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. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on 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 purchase order generation of the request within 24 hours.



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## 9.4 Communication

- 9.4.1 The TMC may be requested to conduct workshops and training sessions for Travel Bookers of PSIRA.
- 9.4.2 All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 9.4.3 The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

## 9.5 Financial Management

- 9.5.1 The TMC must implement the rates negotiated by PSIRA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 9.5.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to PSIRA for payment within the agreed time period.
- 9.5.3 Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 9.5.4 The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices PSIRA for the services rendered.
- 9.5.5 Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 9.5.6 Consolidate Travel Supplier bill-back invoices.
- 9.5.7 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to PSIRA's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase



Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

9.5.8 Ensure Travel Supplier accounts are settled timeously.

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

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

9.6.2 The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

9.6.3 All management information and data input must be accurate.

9.6.4 The TMC will be required to provide the PSIRA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

### **The reporting templates can be found on;**

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

9.6.5 Reports must be accurate and be provided as per PSIRA'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).

9.6.6 PSIRA may request the TMC to provide additional management reports.

9.6.7 Reports must be available in an electronic format for example Microsoft Excel.

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

i. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;

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- d) Long term accommodation and car rental;
  - e) Extension of business travel to include leisure;
  - a) Upgrade of class of travel (air, accommodation and ground transportation);
  - f) Bookings outside Travel Policy.
- ii. Finance
- b) Reconciliation of commissions/rebates or any volume driven incentives;
  - c) Creditor's ageing report;
  - d) Creditor's summary payments;
  - e) Daily invoices;
  - f) Reconciled reports for Travel Lodge card statement;
  - g) No show report;
  - h) Cancellation report;
  - i) Receipt delivery report;
  - j) Monthly Bank Settlement Plan (BSP) Report;
  - k) Refund Log;
  - l) Open voucher report, and
  - m) Open Age Invoice Analysis.

9.6.9. The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

## **9.7 Account Management**

9.7.1 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.

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

9.7.3 The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.



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- 9.7.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 9.7.5 Ensure that PSIRA's Travel Policy is enforced.
- 9.7.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 9.7.7 Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- 9.7.8 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

## **9.8 Value Added Services**

The TMC must provide the following value-added services:

### 9.8.1 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

### 9.8.2 Electronic voucher retrieval via web and smart phones.

### 9.8.3 SMS notifications for travel confirmations.

### 9.8.4 Travel audits.

### 9.8.5 Global Travel Risk Management.

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



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## **9.9 Cost Management**

9.9.1 The National Treasury cost containment initiative and the PSIRA's Travel Policy is establishing a basis for a cost savings culture.

9.9.1 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.

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

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

## **9.10 Quarterly and Annual Travel Reviews**

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

9.10.2 Annual Reviews are also required to be presented to PSIRA's Senior Executives.

9.10.3 These Travel Reviews will include without limitation the following information

- i. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.



## 9.11 Office Management

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

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

## 10. PRICING MODEL

PSIRA requires bidders to propose two pricing models being the transactional fee the model and the management fee model. PSIRA will at their discretion select best possible cost-effective solution.

### 10.1 Transaction Fees

#### Refer Annexure A3: Pricing Schedule

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

10.1.1.1 Off-site option **(Template 2)**

10.1.2 The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

**AND / OR**

## 10.2 Management Fee

### Refer Annexure A3: Pricing Schedule

10.2.1 The management fee is the total fee per annum that will be charged to PSiRA in twelve payments. The Department will pay the fee monthly in arrears.

#### 10.2.1.1 Off-site option (**Template 4**)

## 11. Volume driven incentives

11.1 It is important for bidders 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 PSiRA reservations will be paid to the TMCs.
- iii. An open book policy will apply, and any commission earned through the volumes of PSiRA will be reimbursed to PSiRA.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

## 12. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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## 13. SERVICE LEVEL AGREEMENT

13.1 Upon award PSiRA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by PSiRA, more or less in the format of the draft Service Level Indicators included in this tender pack.

13.2 PSIRA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

13.3 Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

13.4 PSIRA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to PSIRA or pose a risk to the organisation.

#### **14. PSIRA REQUIRES BIDDER(S) TO DECLARE**

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

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of PSIRA;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat PSIRA fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PSIRA;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of PSIRA as a client before any other consideration; and

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

## **15. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PSIRA's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;



- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PSIRA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PSIRA against the bidder notwithstanding the conclusion of the Service Level Agreement between PSIRA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **17. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid



process. Furthermore, no statement in this bid will be construed as placing PSIRA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

### **18. INDEMNITY**

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

### **19. PRECEDENCE**

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

### **20. LIMITATION OF LIABILITY**

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

### **21. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. PSIRA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to PSIRA, or whose verification against the Central Supplier Database (CSD) proves non-



compliant. PSIRA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **22. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

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

## **23. GOVERNING LAW**

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

## **24. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

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

## **25. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a



bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PSIRA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PSIRA remain proprietary to PSIRA and must be promptly returned to PSIRA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from throughout this bid process and thereafter, bidder(s) must secure PSIRA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

## **26. PSIRA PROPRIETARY INFORMATION**

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

## **27. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFB/2024/PSIRA/...), the PSIRA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall there upon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Private Security Industry Regulatory Authority

## 28. EVALUATION AND SELECTION CRITERIA

**The evaluation for this bid will be carried out in four (04) phases:**

**Phase 1:** Pre-screening / Mandatory requirements

**Phase 2:** Technical Evaluation

**Phase 3:** Live Presentation

**Phase 4:** Preference Points System

### 28.1 CRITERION 1 – COMPULSORY REQUIREMENTS

Bidders will first be evaluated on terms of the minimum requirements. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified. Those who fulfil all the minimum requirements or have submitted the required documents will further be evaluated on criteria 2 which is the functionality. During this phase, bid responses will be reviewed for the purpose of assessing compliance with RFP requirements including completion of standard bidding documents;

- a. SBD 1 - Invitation to Bid.
- b. SBD 3.3 - Pricing schedule.
- c. SBD 4 - Declaration of Interest.
- d. SBD 6.1 - Preference Points Claim Form.
- e. General Conditions of Contract (ALL pages must be initialled, and the last page must be signed by the bidder).
- f. Terms of reference (ALL pages to be initialled by the bidder and last page must be signed by the bidder). **By initializing each page, you agree to implement 100% of the scope of work.**
- g. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date
- h. Attendance of virtual compulsory briefing session.

## 28.2 Criterion 2 – Technical (Refer to Annexure A) and Criterion 3

- (i) **Criterion 2:** Functionality is worth **80** points. The minimum threshold is **60** points. Bidders who score **60** points and more will be further evaluated in criteria 3 – presentation. Bidders who score less than **60** points on technical evaluation will therefore be disqualified.
- (ii) **Criterion 3:** Presentation is worth **20** points. The minimum threshold is **10** points. Bidders who score less than **10** points on Presentation will therefore be disqualified. Those who score **70** points or more on both technical evaluation and presentation based on the minimum threshold of each criterion will be further evaluated in terms of price and specific goals.

## 28.3 Criterion 4- Preference Points System

All bidders who achieve the stipulated minimum threshold when functionality and presentation is combined (acceptable bids) will further be evaluation in terms of price and specific goals as specified below:

CRITERIA	POINTS
Price	80
Specific Goals	20
<b>Total points</b>	<b>100</b>

- ii. Specific goals for this tender and points that may be claimed are specified below:

### SPECIFIC GOALS

#### Size of the company as per the CSD report (5)

- ✓ 5 points for EME
- ✓ 3 points for QSE
- ✓ 1 point for GE



**SPECIFIC GOALS**

**Black ownership as per the CSD report (7)**

- ✓ 7 points for 100% black owned
- ✓ 5 points for 75%- 99% black owned
- ✓ 3 point 50% - 74% black owned
- ✓ 1 point 1% - 49% black owned
- ✓ 0-point 0% black owned

**Black Women ownership as per CSD report (5)**

- ✓ 5 points for 100% Women ownership
- ✓ 3 points for 75% - 99% Women ownership
- ✓ 2 points for 60% - 74% Women ownership
- ✓ 1 point for 51% - 59% Women ownership
- ✓ 0 point for 0 – 50% Women ownership

**Youth ownership (3)**

- ✓ 3 points for 50% - 100% youth ownership
- ✓ 2 Points for 1-49% youth ownership

**Total Points**

**20**

**iii. 80/20 preference points**

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value of equal to or below R50 Million, inclusive of all applicable taxes.

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration





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Pmin = Price of lowest acceptable bid

## 29. CONDITIONS OF TENDER

- All forms must be completed and signed. Incomplete and unsigned forms/bids will be disqualified.
- Failure to comply with the mandatory requirements will lead to disqualification.
- Failure to initial each page of the TOR and the GCC will lead to disqualification.
- Failure to sign the TOR and the GCC will lead to disqualification.

## 30. PSiRA RIGHTS

Notwithstanding anything else in this Request for Proposal (RFP), and without limiting its rights at law or otherwise, PSiRA reserves the right, in its absolute discretion at any time

- a. Cancel or call for new tender.
- b. To appoint more than one bidder or contractor.
- c. Reject any bids received after closing time.
- d. Consider and accept or reject any alternative bid.
- e. Alter the structure and/or the timing of this RFP or the tender Process.
- f. Reject any bid that does not comply with the requirements of this RFP.
- g. Terminate the participation of any bidder or any other person in the tender Process.
- h. Vary or extend any time or date specified in this RFP for all or any bidder or other persons.
- i. Cease to proceed with or suspend the tender process prior to the execution of a formal written contract.
- j. Request additional information or clarification from any bidder or any other person or provide additional information or clarification.
- k. PSiRA is not obliged to accept the lowest or any bid thereof and reserves the right to withdraw this bid.**



### 31. GENERAL INFORMATION

- a. Bid documentation will be made available from National Treasury E-Tender Website, ready to be downloaded by bidders.
- b. All compulsory forms contained in the bid documentation must be completed and signed in full.
- c. Proof of Registration with the National Treasury Central Supplier Database (CSD) must be provided.
- d. Bids should be submitted at the correct address, before or on the closing date and time. No late bids will be accepted under any circumstance.
- e. Only original bid documents will be accepted. No e-mailed or posted copies will be accepted.
- f. Bidders may make use of courier services and have to confirm bid acknowledgement with SCM office.
- g. Sealed and clearly marked bids indicating the Bid Reference must be deposited in the PSiRA Head Office tender box situated at 420 Witch Hazel Avenue, Eco Glades Block B2-Eco Park, Centurion, Pretoria.

### 32. INSTRUCTIONS TO BIDDERS

- a. The bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the bid, during which time it will remain without changing their proposed rates and prices.
- b. Bidders are required to submit 2 indexed hard copies of bids (one original and 1 copy + a USB containing the same documentation submitted as a hard copy).
- c. All queries must be sent to Supply Chain Department: [bids@psira.co.za](mailto:bids@psira.co.za)

### 33. REPORTING OF INCIDENTS

Bidders are encouraged to report any incidents of • fraud • corruption • theft • misconduct or • unethical behaviour to the PSiRA Fraud Hotline. Contact number 0860 333 036 | Email: [psira@behonest.co.za](mailto:psira@behonest.co.za).

**34. CONTACT PERSON**

**The contact person for this assignment** (Technical Enquiries):

Ms. Nonkululeko Sibiya |Email: [bids@psira.co.za](mailto:bids@psira.co.za)

**Bidding Procedures Enquiries:**

Ms. Nkhuliseni Mashikwa |Tel: 012 003 0524 |Email: [bids@psira.co.za](mailto:bids@psira.co.za)

Ms. Nomathemba Mendu |Tel: 012 003 0519 |Email: [bids@psira.co.za](mailto:bids@psira.co.za)

Mr. Rudolph Mohlala |Tel: 012 003 0486 |Email: [bids@psira.co.za](mailto:bids@psira.co.za)

**Ms. Nonkululeko Sibiya**

**(Chairperson)**

Bid Specification Committee

  
 \_\_\_\_\_  
 Signature

16/01/2025

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Bidder

\_\_\_\_\_  
 Bidder's

Signature

\_\_\_\_\_  
 Date



## ANNEXURE A: FUNCTIONALITY CRITERIA

### EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	<b>Experience of the bidder</b>	Exhibit 2: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	<b>Manage all reservations and bookings</b>	Exhibit 2: Page 13 to 15	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	<b>Manage all refunds and non-refundable airline-tickets</b>	Exhibit 2: Page 17 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

### EXAMPLE OF A RATING SCALE THAT BEC MEMBERS MAY USE

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer	<b>5</b>



	potential added value, with supporting evidence.	
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	<b>3</b>
<b>Minor Reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>2</b>
<b>Serious Reservations</b>	Satisfies the requirement with <b>major reservations</b> . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>1</b>



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<b>Unacceptable</b>	<b>Does not meet the requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	<b>0</b>
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**The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.**

**Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.**

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS' PROPOSAL	COMMENTS
<b>TO BE COMPLETED BY THE TENDERING INSTITUTION</b>			<b>TO BE COMPLETED BY THE BIDDER</b>		
<b>DESKTOP EVALUATION</b>		<b>80</b>			
<b>1</b>	<b>GENERAL</b>	<b>10</b>	<b>SECTION 9.3.1</b>		
1.1	Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.  The service provider will be required to detail how the engagements with the	5	Section 9.3.1 (j)		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS' PROPOSAL	COMMENTS
<b>TO BE COMPLETED BY THE TENDERING INSTITUTION</b>				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>incumbent service provider will be engaged.</p> <p>If no transitional plan is provided, no points will be allocated</p>				
1.2	<p>Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to PSiRA who may be contacted for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of</p>	5	Section 9.3.1 (k)		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS' PROPOSAL	COMMENTS
<b>TO BE COMPLETED BY THE TENDERING INSTITUTION</b>				<b>TO BE COMPLETED BY THE BIDDER</b>	
	satisfaction.				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS' PROPOSAL	COMMENTS
<b>TO BE COMPLETED BY THE TENDERING INSTITUTION</b>				<b>TO BE COMPLETED BY THE BIDDER</b>	
<b>2</b>	<b>RESERVATIONS</b>	<b>20</b>	<b>SECTION 9.3.2 TO 9.3.6</b>		





#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
2.1	<p><b>Manage all reservations/ bookings.</b></p> <p>Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc.</p> <p>This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel &amp; passport requirement, confirmation numbers and other relevant information.</p>	5	<p>Section 9.3.2</p> <p>Section 9.3.3</p> <p>Section 9.3.4</p> <p>Section 9.3.5</p> <p>Section 9.3.6</p>		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
2.2	<p><b>Manage group bookings.</b></p> <p>Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.</p>	5	Section 9.3.2 (i)		
2.3	<p><b>Directly negotiated rates</b></p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by [Institution name] are <b>non-commissionable</b>, where commissions are earned for [Institution name] bookings, all these commissions should be returned to [Institution</p>	2	Section 9.3.2 (q)		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<p>name] on a quarterly basis.</p> <p>Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.</p>				
2.4	<p><b>Manage airline reservations.</b></p> <p>Describe in detail the process of booking the most cost-effective and practical routing for the traveller.</p> <p>This will include, without limitation, the refund process and how you manage the unused non-refundable</p>	3	Section 9.3.3		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.				
2.5	<p><b>After-hours and emergency services</b></p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p> <ul style="list-style-type: none"> <li>- how it is accessed by Travellers,</li> <li>- where it is located, centralized/</li> </ul>	5	Section 9.3.6		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<p>regionalised, in-country (owned)/ outsourced etc.</p> <ul style="list-style-type: none"> <li>- is it available 24/7/365</li> <li>- Reminders to [Institution name] to process purchase orders within 24 hours to reduce queries on invoices</li> </ul>				
<b>3</b>	<b>COMMUNICATION</b>	<b>5</b>	<b>SECTION 9.4</b>		
3.1	<p>Describe how you will ensure that travel bookers are informed of the travel booking processes.</p> <p>Describe your communication process where the traveller,</p>	5	Section 9.4		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
	travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow.				
<b>4</b>	<b>FINANCIAL MANAGEMENT</b>	<b>10</b>	<b>SECTION 9.5</b>		
4.1	Describe how you will implement the negotiated rates and maximum allowable rates established either by the [Institution name] or the National Treasury.  Describe how you will manage the 30-day bill-back account facility.  Describe how pre-payments will be handled where it is	10	Section 9.5		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
	<p>required for smaller Bed &amp; Breakfast /Guest House facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to [Institution name]</p> <p>Please describe credit card reconciliation process, timing and deliverables (if applicable).</p>				
<b>5</b>	<b>TECHNOLOGY,</b>	<b>5</b>	<b>SECTION 9.6</b>		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
	<b>MANAGEMENT INFORMATION AND REPORTING</b>				
5.1	<p>Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT).</p> <p>Describe how travel consultants' access and book web airfares i.e. non-GDS inventories (low-cost carriers/ consolidators), and hotel web rates.</p> <p>Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking</p>	5	Section 9.6		





#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<p>of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc. (refer to the detail in <b>Section 9.6.6</b>)</p> <p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products proposed for [Institution name].</p> <p>Can the TMC comply with the [Institution name]'s monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template Prescribed</p>				



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
	by National Treasury Instruction No 3 of 2016/17. Describe the compatibility of your online solution to fully integrate into [Institution name]'s ERP. Indicate the turnaround time to complete this process and a breakdown of the expected cost that will be associated with it (in case [Institution name] decide to integrate)				
<b>6</b>	<b>ACCOUNT MANAGEMENT</b>	<b>10</b>	<b>SECTION 9.7</b>		
6.1	Provide the proposed Account Management structure / organogram. Describe what quality control	10	Section 9.7.1 and 9.7.2 Section 9.7.3		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<p>procedures/ processes you have in place to ensure that your clients receive consistent quality service.</p> <p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.</p> <p>What is in place to ensure that the Au's travel Policy is enforced.</p> <p>How will you manage the</p>		<p>Section 9.7.4</p> <p>Section 9.7.5</p> <p>Section 9.7.6</p> <p>Section 9.7 7</p>		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
	<p>service levels in the SLA and how will you go about doing customer satisfaction surveys?</p> <p>Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.</p> <p>If any of the above requirements are not provided, zero pints will be allocated.</p>				
<b>7</b>	<b>VALUE ADDED SERVICES</b>	<b>5</b>	<b>SECTION 9.8</b>		
7.1	Please provide information on any value-added services your company can offer.	5	Section 9.8		
<b>8</b>	<b>COST MANAGEMENT</b>	<b>10</b>	<b>SECTION 9.9</b>		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
8.1	<p>Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results?</p> <p>Describe how you will assist Authority to realise cost savings on annual travel spend.</p>	10	Section 9.9		
<b>9</b>	<b>QUARTERLY AND ANNUAL TRAVEL REVIEWS</b>	<b>2</b>	<b>SECTION 9.10</b>		
9.1	Provide a sample of a Quarterly and Annual review used for performance	2	Section 9.10		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>			<i>TO BE COMPLETED BY THE BIDDER</i>		
	management during the life cycle of the contract.				
<b>10</b>	<b>OFFICE MANAGEMENT</b>	<b>3</b>	<b>SECTION 9.11</b>		
10.1	<p>Provide an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow.</p> <p>Describe roles and responsibilities of assigned staff. Please provide the management hierarchy.</p> <p>Describe type of training</p>	3	Section 9.11		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	<p>provided to travel agency personnel</p> <p>Describe the forecasting system employed to staff operations in response to volume changes owing to conferences, project-related volumes, etc.</p> <p>If any of the above requirements are not provided, the bidder will be allocated zero points</p>				
<b>TOTAL</b>					<b>80</b>
<b>LIVE PRESENTATION</b>		<b>20</b>			

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	Presentation must not exceed Summary of the proposal <ul style="list-style-type: none"> <li>- Value added Services - Provide information on any value-added services that can be offered to PSIRA.</li> <li>- Process of verification of accommodation for clients</li> <li>- Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost</li> </ul>	20			





#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
<i>TO BE COMPLETED BY THE TENDERING INSTITUTION</i>				<i>TO BE COMPLETED BY THE BIDDER</i>	
	savings results - How the TMC will assist with improving traveller behaviour. - Reference checks - Q&A on technical submission.				



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**BIDDER DECLARATION (Section 22)**

The bidder hereby declare the following:

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

- i. Act honestly, fairly, and with due skill, care and diligence, in the interests of PSIRA;
- j. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- k. Act with circumspection and treat PSIRA fairly in a situation of conflicting interests;
- l. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- m. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PSIRA;
- n. Avoid fraudulent and misleading advertising, canvassing and marketing;
- o. Conduct business activities with transparency and consistently uphold the interests and needs of PSIRA as a client before any other consideration; and
- p. Ensure that any information acquired by the bidder(s) from PSIRA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_ (Bidding Company's Name)



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA)</b>					
BID NUMBER:	PSiRA/2024/RFB/16	CLOSING DATE:	27 FEBRUARY 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
PSiRA HEAD OFFICE: 420 WITCH HAZEL AVENUE					
BLOCK B - ECO GLADES 2 OFFICE PARK					
HIGHVELD EXT 70					
CENTURION					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Nkhuliseni Masikhwa Ms. Nomathemba Mendu Mr. Rudolph Mohlala		CONTACT PERSON	Ms. Nonkululeko Sibiya	
TELEPHONE NUMBER	012 003 0524/0519/0486		TELEPHONE NUMBER	012 003 0524/0519/0486	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:bids@psira.co.za">bids@psira.co.za</a>		E-MAIL ADDRESS	<a href="mailto:bids@psira.co.za">bids@psira.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<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	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: PSiRA/2024/RFB/16
CLOSING TIME 11:00	CLOSING DATE: 27 February 2025

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
<b>APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS.</b>		

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION
 

PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT
 

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

TOTAL: R.....

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

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. **Are the rates quoted firm for the full period of contract?** **\*YES/NO**

Name of Bidder: .....

- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example, the consumer price index.

.....

.....

.....

Any enquiries regarding bidding procedures may be directed to the –

**Private Security Industry Regulatory Authority (PSiRA)**

**Department: Supply Chain Management Office**

Contact Person: Ms. Nkhuliseni Masikhwa/Ms. Nomathemba Mendu/Mr. Rudolph Mohlala

Tel: 012 003 0524/0519/0486

Email Address: bids@psira.co.za

Or for technical information –

Contact Person: Ms. Nonkululeko Sibiya

Tel: 012 003 0524/0519/0486

Email Address: bids@psira.co.za

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

\_\_\_\_\_

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



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

## 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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—
- (a) 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
  - (b) 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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Size of the company as per the CSD report	5	
Black ownership as per the CSD report	7	
Black Women ownership as per the CSD report	5	
Youth ownership as per the CSD report	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.

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

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any



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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

		(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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder