

PART A
INVITATION TO BID

BID NUMBER:	WCNCB 24/02/2026	CLOSING DATE:	10/03/2026	CLOSING TIME:	11H00 AM
DESCRIPTION	CapeNature seeks a suitable service provider for the provision of travel and accommodation management services, for a period of three years (36 months).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT CAPENATURE CAPE TOWN OFFICE

CapeNature Cape Town Office PGWC Shared Services Centre 3 rd Floor Cnr Bosduif & Volstruis Streets Bridgetown 7764	Tender's Email Address (For submission of bid documents only): tenders@capenature.co.za
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SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	WCSD REGISTRATION No.		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SAWN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ENCLOSURE PROOF]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSURE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	CapeNature		CONTACT PERSON	Felicia Petersen	
CONTACT PERSON	Imran Brey		TELEPHONE NUMBER	087 087 4082	
TELEPHONE NUMBER	087 087 4103		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	NA		E-MAIL ADDRESS	fpetersen@capenature.co.za	
E-MAIL ADDRESS	ibrey@capenature.co.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED)
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILE USER THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS AS MENTIONED IN 2.3 ABOVE.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO PROVIDE PROOF OF TAX COMPLIANCE STATUS; NOR OBTAIN A TAX COMPLIANCE STATUS FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) IF NOT REGISTER AS PER 2.2 ABOVE.

*FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must submitted e.g. company resolution)

DATE:

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THE TENDER THAT -

1. The taxes of the successful service provider **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Application for tax clearance must be done through the Receiver of Revenue office where the service provider is registered for tax purposes. The Receiver of Revenue will then furnish the Supplier with a Tax Clearance Certificate that will be valid for a period of one year from date of issue.
3. This Tax Clearance Certificate must be submitted in the original together with the tender. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the tender. If a tax clearance certificate was submitted previously to CapeNature please indicate as such.
4. In quotations where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED	YES	NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? (IF YES ENCLOSURE PROOF)	YES	NO

PART C
PRICING SCHEDULE

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF THE BID.

SERVICE CATEGORY	ESTIMATED USAGE (For contract duration – 3 years)	Transaction fee per person – Inclusive of service fees, billback, and all other related costs	TOTAL COST
Air Travel – Domestic	300	R	R
Air Travel – International	10	R	R
Accommodation Booking	660	R	R
Car Hire Booking	150	R	R
Shuttle/Transfer (Return trip)	270	R	R
Reporting and Account Management	36	R	R
GRAND TOTAL (ALL INCLUSIVE)			R

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document;
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings;
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding/tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 “**proof of B-BBEE status level contributor**” means-

- (a) The B-BBEE status level certificate issued by an authorized body or person;
- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; and includes all applicable taxes;

1.19 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 “**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;

1.22 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 “**the Regulations**” means the Preferential Procurement Regulations, 2022;

1.24 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

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

2.3 Preference points for this bid shall be awarded for:

- a) Price; and
- b) B-BBEE Status Level of Contribution

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES / NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/entity :

10.2 VAT registration number :

10.3 Company Registration number :

10.4 TYPE OF COMPANY/FIRM

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

- (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
- (iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

(f) The purchaser may, in addition to any other remedy it may have –

- (i) disqualify the person from the bidding process;
- (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (iii) 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; and
- (iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

PROVINCIAL GOVERNMENT OF WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
6. **Definitions**

“**bid**” means a bidder’s response to an institution’s invitation to participate in a procurement process which may include a bid, price quotation or proposal;

“**Bid rigging (or collusive bidding)**” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

“**business interest**” means -

 - (a) a right or entitlement to share in profits, revenue or assets of an entity;
 - (b) a real or personal right in property;
 - (c) a right to remuneration or any other private gain or benefit, or
 - (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“**Consortium or Joint Venture**” 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;

“**Controlling interest**” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act; **“Provincial Government Western Cape (PGWC)”** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
10. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

- (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

13. 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.

SECTION A: DETAILS OF THE ENTITY

CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state?	NO	YES
	(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)		
B2.	Are any employees of the entity also employees of an organ of state?	NO	YES
	(If yes complete Table B and attach their approved “RWOEE”)		
B3.	Are any family members of the persons listed in Table A employees of an organ of state?	NO	YES
	(If yes complete Table B)		

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?	NO	YES

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES	

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby
swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S

SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

SIGNATURE FULL NAMES: Commissioner of Oaths

Designation (rank): ex officio: Republic of South Africa

Date: Place:

Business Address:

GENERAL CONDITIONS OF CONTRACT

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.

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the 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,

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation

during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

TRAVEL MANAGEMENT SPECIFICATION

1. BACKGROUND

CapeNature is a Schedule 3C public entity responsible for nature conservation in the Western Cape. It discharges this mandate in terms of Schedule 4 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) which sets out functional areas of concurrent national and provincial legislative competence.

2. PURPOSE

The purpose of this tender is to solicit proposals from potential bidder(s) for the provision of travel and accommodation management (TMA) services CapeNature for a period of **three years (36 months)**. This tender document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by CapeNature for the provision of travel and accommodation management services. This tender does not constitute an offer to do business with CapeNature but merely serves as an invitation to bidders to facilitate a requirements-based decision process. The successful bidders will be expected to share the travel and accommodation management services responsibilities.

3. SCOPE OF SERVICES

The appointed TMA will be responsible for end-to-end travel management, including but not limited to:

3.1 Air Travel Services

- Booking and issuing domestic and international air tickets
- Route optimization for cost savings
- Compliance with travel class policy (economy, business, etc.)
- 24/7 support for emergency bookings or changes

3.2 Accommodation

- Booking of suitable accommodation in line with approved rates
- Preference for hotels on National Treasury's transversal contract or other negotiated rates
- Managing changes and cancellations

2.3. Ground Transportation

- Car hire (short and long term), shuttle services, and airport transfers
- Fuel-efficient options and local provider support (refer to national treasury regulations)
- See Annexure A (National Treasury Regulations) regarding additional car rental procedures/bookings

2.4. Travel Insurance

- Arrange appropriate cover for both domestic and international travel in line with National Treasury's regulations.

2.5. Visa & Travel Documents

- Assist with visa applications, travel advisories, health regulations, and passport renewals – only requested if needed

2.6. Expense Management and Reporting

- Monthly consolidated invoices
- Detailed reports on expenditure, trends, and compliance
- Tracking of carbon footprint and travel behavior analysis
- Quarterly meetings for performance reviews and service feedback
- Continuous service improvements and policy advice

2.7 Accommodation, Venues and Facilities

- The TMA will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- The TMA must provide three or more price comparisons (online or manually depending on the set up) from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveler.
- This includes planning, booking, confirming, and amending accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast).
- The TMA must be able to manage and coordinate venue-related logistics and negotiate for discounts on behalf of CapeNature, as a value-added service.
- The TMA must ensure that CapeNature travelers only stay at accommodation establishments with which National Treasury had negotiated corporate rates.

Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveler, the TMA will advise on a suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury and CapeNature.

- Accommodation vouchers must be issued to all CapeNature travelers for accommodation bookings and must be invoiced to CapeNature as per arrangement.
- Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

4. MANDATORY COMPLIANCES

- TMA must have IATA accreditation or affiliation with an accredited consolidator. A Certified copy must be provided with your bid document (Copy must be certified within the last 6 months)
- TMA must be ASATA (Association of South African Travel Agents) certificate/Licence compliant.
- TMA must have Valid certified Declaration of Interest (WCBD4)
- TMA must be Tax Compliant with SARS
- TMA must be compliant with the Central Supplier Database (CSD)
- TMA must be compliant with POPIA, PFMA, Treasury Instructions

It is the obligation of the TMA Consultant to always advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions and CapeNature Travel Management Policy.

5. FUNCTIONALITY REQUIREMENTS

Bidders are required to score a minimum of 70% (70 out of 100) for functionality in order to qualify for 80/20 PPPFA Scoring.

Technical Information	Scoring	Proof of Documents	Weighting Percentage
<p>Company Experience</p> <p>Travel Management Company should submit signed reference letters or testimonials on the letterhead of the company providing reference not older than 3 years, such letters should indicate the services rendered.</p> <p>5 or more reference letters = 5 points, 4 reference letters = 4 points, 3 reference letters = 3 points, 2 reference letters = 2 points, 1 reference letter = 1 point, No reference letters = 0 points</p>	5	Signed reference letters or testimonials on the letterhead of the company	15%
<p>Accounts Manager's Experience</p> <p>The Account Manager should have experience in travel management industry. The bidder should submit comprehensive CV's of the nominated Account manager</p> <p>5 or more years' experience = 5 points, 3 years to 4 years' experience = 4 points, 2 years to 3 years' experience = 3 points, 1 years to 2 years' experience = 2 points, 1 year experience = 1 point, less than 1 year = 0 points.</p>	5	CV of the Account Manager	15%
<p>Accounts Manager's Qualifications</p> <p>The Account Manager should have a travel-related tertiary qualification.</p>	5	Certified copies of qualifications	10%

The bidder must submit certified copies of qualifications. Travel related tertiary qualification = 5 points, No Travel related tertiary qualification = 0 points			
Travel Consultants Experience A minimum of two (2) travel management consultants should have experience in the travel management industry. 5 or more years' experience for both consultants = 5 points, 3-4 years' experience for both consultants = 4 points, less than 2 years' experience for both consultants = 3 points, less than 1 year = 0 points.	5	CV of the travel consultants	10%
Travel Consultants Qualifications A minimum of two (2) travel management consultants indicated above, should each have a minimum of a National Senior Certificate (Matric) qualification. Comprehensive CV's with certified copies of Identity Document should be submitted with proposals including certified copies of qualifications. At least 2 consultants have National Senior Certificates = 5 points, at least 1 consultant has National Senior Certificate = 3 points, no National Senior Certificate = 0 points.	5	National Senior certificates	10%
Project Approach/Methodology • Service providers to indicate what procedure is going to be used to	5	Methodology	25%

<p>execute the service or project of this nature.</p> <ul style="list-style-type: none"> • Project plan with final outputs and identified time frames. • Service providers should show the efficiency in which the travel management services will be handled. <p>The methodology is comprehensive and meets all the value-add critical aspects (meets all 3) = 5 points, the methodology is comprehensive and meets all the value-add critical aspects (meets 2) = 3 points, the methodology is comprehensive and meets all the value-add critical aspects (meets 1) = 2 points, the methodology is generic and does not meet the value-add critical aspects = 1 point, no methodology submitted = 0 points.</p>			
<p>Capacity</p> <p>Service providers should demonstrate the ability to provide travel management services to the CEF and some of the entities that rely on CEF for travel management services (e.g. AEMFC, iGas and SANEDI)</p> <p>5 or more entities were handled in 1 account = 5 points, 4 or more entities were handled in 1 account = 4 points, 3 or more entities were handled in 1 account = 3 points, 2 or more entities were handled in 1 account = 2 points, no capacity to handle multiple entities = 0 points.</p>	5	<p>List previous clients and how many entities were included</p>	15%

6. PRICING

- Please note that the pricing schedule provided (see 6.1) must be completed in full.
- Pricing must be submitted based on estimates provided within the table (see 6.1).
- It is important to note that price point allocation will be evaluated on total price (all inclusive) as submitted by potential service providers.

6.1 Price Schedule

SERVICE CATEGORY	ESTIMATED USAGE (For contract duration - 3 years)	Transaction fee per person – Inclusive of service fees, billback, and all other related costs	TOTAL COST
Air Travel – Domestic	300	R	R
Air Travel – International	10	R	R
Accommodation Booking	660	R	R
Car Hire Booking	150	R	R
Shuttle/Transfer (Return trip)	270	R	R
Reporting and Account Management	36	R	R
GRAND TOTAL (ALL INCLUSIVE)			R

PLEASE NOTE:

- Bidders are required to indicate a ceiling price based on the total estimated volumes provided including all expenses inclusive of all applicable taxes for the project.

- Transaction service fee is for reservation or arrangements for one person "all other related costs" includes billback fees, cancellation costs, changes in bookings, etc.
- The awarded service provider will have to use their rates as quoted in this pricing schedule to arrange each of the services indicated, i.e. air travel, car rental/shuttle, accommodation and after-hours services
- The Travel Agent is required to provide a full spectrum of services which include International Travel, Monthly Reporting and Value-Added Services which will be negotiated with the successful bidder during Award process and Contract/SLA conclusion.
- After-hours booking and travel amendments/cancellations could occur under special circumstances, during the duration of this contract.
- For the purpose of evaluation, only the costs (price) related to the completed pricing schedule and estimates will be applied, as this encompasses CapeNature's majority spend.

7. CONTRACT DURATION

Service will be required for a period of 36 months on successful award, contract/SLA consensus and issuance of an official CapeNature Purchase Order with successful bidder.

8. EVALUATION METHOLODOLGY

Bids will be evaluated as follows:

- **Phase 1:** Compliance with Bid Closure and SCM document completion.
- **Phase 2:** Functional evaluation (minimum 70%)
- **Phase 3:** Price and BBBEE (as per 80/20 Preferential Points System)

9. REJECTION OF QUOTES/PROPOSALS

Any effort by a bidder to influence the bid evaluation, comparisons, or award decisions in any manner, may result in rejection of the bid. CapeNature shall reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract. CapeNature may disregard any bid if the bidder or any of its subcontractors:

- Is not tax compliant.
- Have abused the Supply Chain Management (SCM) system of a department or any other government department, agency, or entity.
- Have committed proven fraud or any other improper conduct in relation to such system.
- Have failed to perform on any previous contract.
- Supplied incorrect information in the bid documentation.
- Not fully registered on the Central Supplier Database (CSD).
- Did not submit a valid Declaration of Interest.

10. DISCLAIMER

Details of the award will be published (on the e-tender portal/ other media) by CapeNature under National Treasury Instruction No. 1 of 2015/2016

11. POPIA

- The relevant Service Provider shall ensure full compliance with the **Protection of Personal Information Act, No. 4 of 2013 (POPIA)** and any other applicable data protection legislation in the management, processing, and storage of personal information. This includes, but is not limited to, adherence to the POPIA principles.
- The Service Provider, if applicable, shall also ensure that any third-party operators or subcontractors involved in the processing of personal information are contractually bound to comply with POPIA and maintain equivalent data protection standards.

ANNEXURE A
OF NATIONAL TREASURY INSTRUCTION
NO. 1 OF 2024/2025



**NATIONAL
TRAVEL
GUIDELINE**



national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA



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1. POSITION STATEMENT

Government Institutions must have an effective, efficient, practical, and fit for purpose travel management system that delivers cost effective travel arrangements in support of its mandate.

2. DISCLAIMER

This Guideline should not be interpreted to detract from any statutory functions of accounting officers and accounting authorities.

3. ACRONYMS

AA	Accounting Authority
ABS	Anti-Lock Braking System
AO	Accounting Officer
CEO	Chief Executive Officer
COIDA	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
DOA	Delegation of Authority
DOD	Department of Defence
DPSA	Department of Public Service and Administration
MMS	Middle Management Service
NTG	National Travel Guideline
OCPO	Office of the Chief Procurement Officer
PDP	Professional Driving Permit
PFMA	Public Finance Management Act, 1999 (Act No.1 of 1999)
PSCBC	Public Service Co-ordinating Bargaining Council
S&T	Subsistence and Travel
SARS	South African Revenue Service

SAPS	South African Police Services
SIPP	Standard Interline Passenger Procedure (A series of one-letter codes used in the car rental industry to describe the category and features of individual vehicles.) (Schedule 1)
SMS	Senior Management Service
SOP	Standard Operating Procedure
TMC	Travel Management Company

4. DEFINITIONS

In these guidelines, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Public Finance Management Act, 1999 or Treasury Regulations, has the same meaning assigned to it in the Act or the Regulations.

“accommodation” means the rental of lodging facilities while away from one’s place of residence while on official business;

“after-hours services” means a travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays;

“air travel” means travel by airline on official business;

“authorising official” means the official who has delegated authority in terms of the Institution’s approved delegations, to approve travel requests and expenses;

“best price of the day” means—

- (a) for airline bookings: the lowest fare offered at the time of booking, provided that this fare is offered in conjunction with suitable travel times. Travel Bookers to take cognisance of airline discount agreements negotiated by National Treasury. Copies of the agreements can be obtained from the National Treasury contact person referred to in the Instruction.
- (b) for accommodation bookings: the lowest rate available at suitable accommodation establishments within reasonable distance from place of duty. The travel booker will determine the most appropriate star rating, based on an assessment of the institution’s business requirements and total cost of travel (typically, accommodation rates plus transportation costs);

“camping allowance” means an allowance paid to an official who, during official business travel, opts for private accommodation instead of government-funded rented accommodation during the performance of the duties at places other than normal place of work in circumstances where domestic hotel accommodation was warranted.

“car rental” means the rental of a vehicle for a defined period of time by a traveller for official business purposes;

“delegated official” means an official authorised in writing by the Accounting Officer (AO) or Accounting Authority (AA) in terms of sections 44 and 56 of the PFMA, respectively, or any other enabling legislation to exercise a power or perform a duty set out in the relevant legislation, subject to such conditions as may be determined by the relevant AO/AA.

“domestic travel” means travel within the borders of the Republic of South Africa or within the borders of the foreign country where the official is based;¹

“emergency” means an event where unforeseen and unavoidable circumstances (either personal and, or, business-related), including but not limited to, a death, illness, health risk, disaster management operations, or a business environmental risk, require a booking for travel or a diversion from the original planned trip;

“Governance Committee”² means external and internal members belonging to a body that provides oversight and assurance functions over the operations of an Institution. Such Governance Committees include:

- a) The Board and its sub-committees;
- b) Departmental Audit Committees;
- c) Departmental Risk Committees;
- d) Departmental Anti-corruption Committees;

“incidental expenses” means minor expenditures associated with business travel. These expenses comprise an immaterial part of the travel and entertainment costs that a person might incur. These expenditures are usually paid by the traveller since they are so small and are covered by the subsistence allowances under normal circumstances. Examples of these

¹ The location, town, city, or country, as the case may be, where the Official in the normal course reports for work.

² Institutions may include other governance committees applicable to the Institution which include external members.

expenses are gratuity for table and room service, reading matter, private telephone calls, Liquid Refreshments which do not form part of the Meals and any similar minor expense;

“international travel” means travel outside the borders of the Republic of South Africa or outside the borders of the foreign country where the official is based;³

“institution” means a national or provincial department, constitutional institution (Schedule 1 of the PFMA), national or provincial public entity (Schedule 3A & 3C of the PFMA), government business enterprise (Schedule 3B & 3D of the PFMA), trading entity, and any other national or provincial government component;

“institutional travel policy” means the internal travel policy developed by each institution (considering the guidance provided in this National Travel Guide) and approved by the AO/AA or delegated official;;

“liquid refreshments” means any drink and includes, *inter alia*, coffee, tea, sodas, bottled water, and fruit juices, but excludes any alcohol or spirits, malt or related substances;

“meals” means breakfast, lunch and dinner and include any liquid refreshments;

“official business” means the authorised performance of the institution’s functions in terms of its mandate and strategic, operational and performance plans;

“official” means any person employed by, or seconded to an institution, or contracted to the institution to work as a member of the staff unless specified otherwise in this guideline;

“place of duty” means the place, other than the place of work, where the official performs official business or is otherwise on duty, e.g. an external meeting venue, conference venue or workshop;

“place of work” means the place of work identified in the official’s contract of employment;

“reasonable actual expenses” means essential and inevitable expenses which are inexpensive, moderate and agreeable;

³ The location, town, city, or country, as the case may be, where the Official in the normal course reports for work.

“shuttle service” means the service offered by a shuttle service company to transport a traveller from one point to another;

“subsistence allowance” means any allowance paid by the institution to the official for expenses incurred or to be incurred in respect of personal subsistence and incidental expenses;

“traveller”⁴ means a person travelling at the behest of the Institution on official business;

“travel advance” means a sum of money paid to an official prior to an official business trip. An advance would typically cover reimbursable expenses such as meals, transportation, lodging, and incidental items;

“travel allowance” is any allowance paid or advance granted by the Institution to the official for the use of his or her private motor vehicle for the Institution’s business purposes;

“travel authorisation form” means the official form (manual or electronic) used by the Institution reflecting the detail and order number or unique authority number of the official business trip that the relevant authorising official approves;

“travel booker” means the person coordinating travel reservations on behalf of the traveller directly, or through the TMC consultant;

“travel expenses” means expenses incurred by a traveller while he/she is on an Official Business trip. Examples of travel expenses may include expenses for accommodation, transportation and meals;

“Travel Management Company” means the service provider contracted to provide travel management services, which is inclusive of the procurement of travel-related services; and

⁴ Institutions may include other categories of Travellers, e.g. executives, other policy beneficiaries in line with applicable employment conditions (e.g. Institution bereavement, wellness and recruitment policies); Research collaboration support such as researchers and postgraduate students utilising shared research platforms; Non-executive members; appointed members of a Committee; appointed members of a Commission of Enquiry; persons appointed as advisors on grounds of policy considerations in terms of section 12A of the Public Service Act of 1994; interview candidates, invited guests, care attendants to a Traveller with a disability and other government employees where an employer-employee relationship exists as defined in the Labour Relations Act or similar, e.g. International Labour law (in the case of employees based in foreign countries) and other applicable legislation.

“travel voucher” means a document issued by the TMC to confirm the reservation or payment, or both, of specific travel arrangements.

5. LEGAL FRAMEWORK

- 5.1. Sections 38(1)(a)(iii), 51(1)(a)(iii) of the PFMA requires AOs and AAs to ensure that their institutions have and maintain an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive, and cost-effective.
- 5.2. Section 38(1)(b) of the PFMA requires the AOs of institutions to be responsible for the effective, efficient, economical, and transparent use of their respective institutions' resources.
- 5.3. The AOs of departments and constitutional institutions are reminded that section 38(1)(c)(ii) of the PFMA requires the AOs to take effective and appropriate steps to prevent unauthorised expenditure, irregular expenditure and fruitless and wasteful expenditure.
- 5.4. The AAs are reminded that section 51(1)(b)(ii) of the PFMA requires the AAs to take effective and appropriate steps to prevent irregular expenditure and fruitless and wasteful expenditure.
- 5.5. Sections 45(c) and 57(c) of the PFMA, require employees to take effective and appropriate steps to prevent unauthorised expenditure (in the case of employees of departments), irregular expenditure and fruitless and wasteful expenditure (in the case of employees of all institutions) within their respective areas of responsibility.

6. PURPOSE OF THE NATIONAL TRAVEL GUIDELINE

- 6.1. The NTG provides guidelines for consistent decision-making by institutions that facilitate travel, accommodation and related expenditure by travellers.
- 6.2. The purpose of the NTG is to provide guidelines on norms and standards for institutions and travellers travelling on official business both domestically and internationally.
- 6.3. The NTG contains principles relevant to certain circumstances and it does not provide any procedures or processes, therefore institutions are required to develop their own institutional travel policies and procedures, considering the principles contained in

the NTG as may be necessary, having regard to the mandate and operational requirements of the institution.

7. SCOPE OF APPLICATION

7.1. The NTG applies to :-

- a) all institutions;
- b) travellers traveling on official business;
- c) staff of Ministries and the support staff⁵ of Traditional Leaders⁶ appointed by the relevant provincial department.

7.2. The NTG does not apply to—

- a) members,⁷ as defined in the Guide for Members of the Executive,⁸
- b) traditional leaders as defined in the Traditional Leadership Handbook;
- c) the Chief Justice of South Africa, the Deputy Chief Justice, and the other judges of the Constitutional Court;
- d) the President, Deputy President, and other judges of the Supreme Court of Appeal;
- e) the Judge President, Deputy Judge President, and other judges of each of the High Courts;
- f) regional and district magistrates of the Magistrates' Courts;
- g) the judges of other courts established by an Act of Parliament; and
- h) members of a Presidential Commission.

7.3. The NTG applies to both international travel and domestic travel arrangements. Where distinction is required, the NTG clearly indicates this.

⁵ Personal secretaries (assistants), personal support staff, private office support staff, researchers, professional staff (technical advisers, economists, legal advisers, and drivers).

⁶ “Traditional Leader” means any king or queen, principal traditional leader, senior traditional leader, headman or headwoman who has been recognised in terms of the Traditional Leadership and Governance Framework Act, 2003 (Act No. 41 of 2003) or any relevant provincial law.

⁷ “Member/s” means a Minister, Deputy Minister, Premier, Member of the Executive Council (MEC) and a Presiding Officer/Deputy Presiding Officer in Parliament or in a Provincial Legislature, except in cases where specific categories of the above members are mentioned as national or provincial members.

⁸ [Guide for the Members of the Executive](#).

8. SOURCES OF AUTHORITY

8.1. The NTG drew information from the following Acts, relevant related regulations and or guidelines:

- a) Administrative Adjudication of Road Traffic Offences Act, No 46 of 1998;
- b) Basic Conditions of Employment Act, No. 75 of 1997;
- c) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
- d) Constitution of the Republic of South Africa, 1996;
- e) Cost Containment Instructions issued by National Treasury;
- f) Defence Act, No. 42 of 2002;
- g) Financial Manual as published by the Department of Public Service and Administration;
- h) Guide for Employers in respect of Allowances issued by the South African Revenue Services;
- i) Income Tax Act, No. 58 of 1962;
- j) Labour Relations Act, No. 66 of 1995;
- k) Military Pensions Act, No. 84 of 1976;
- l) Military Veterans Act, No. 18 of 2011;
- m) Guide for Members of the Executive;
- n) Occupational Health and Safety Act, No. 85 of 1993;
- o) PSCBC Resolution 3 of 1999 - Remunerative Allowances and Benefits;
- p) Public Finance Management Act, Act No. 1 of 1999;
- q) Public Service Act, No. 103 of 1994;
- r) Road Accident Fund Act, No. 56 of 1996;
- s) Road Traffic Act, No. 93 of 1996;
- t) South African Civil Aviation Act, No. 13 of 2009;
- u) South African Police Service Act, No. 68 of 1995;
- v) Safety at Sports and Recreational Events Act, No. 2 of 2010;
- w) Tariffs for the use of Motor Transport as determined by the Department of Transport;
- x) Traditional Leadership and Governance Framework Act, No. 41 of 2003; and
- y) Any regulations, guidelines, instruments, directives, or standards issued in terms of any of the above legislation, as it relates to travel.

9. GENERAL PRINCIPLES

- 9.1. Institutions may allow the travel booker or an appointed TMC to make travel arrangements on behalf of the institution in line with the institutional travel policy.
- 9.2. It is advised that travel bookers and travellers impartially consider the rates and fares available. Travel bookings must not be based on personal preferences for a particular travel service provider, access to lounges or the accumulation of reward and loyalty points.
- 9.3. It is advised that travel bookers or the appointed TMC compare the best price of the day of various airline fares, accommodation establishment rates and car rental rates before confirming a booking, to ensure competitiveness and cost effectiveness.
- 9.4. All role players involved in travel, travel arrangements, authorisations and approvals must exercise good and ethical judgement when incurring, authorising, and approving travel expenses.
- 9.5. Travellers must obtain approval from the authorising official for any official business travel arrangements using the institution's travel authorisation form and the institution's policies, processes and procedures.
- 9.6. The authorising official may satisfy him/herself of the following, prior to approving travel requests:
 - a) The necessity to travel, limited to official business trips in support of the institution's mandate;
 - b) the number of travellers;
 - c) the benefit to the institution;
 - d) other alternatives to travelling (e.g. MS Teams, Zoom, or other video and teleconferencing facilities); and
 - e) compliance with the Institutional Travel Policy and procedures.
- 9.7. When considering travel requests, the relevant accounting officer or accounting authority may consider alternatives to travel, including the possibility of attending meetings through virtual platforms, where possible.
- 9.8. When meetings are initiated by an institution and where travel is unavoidable, the relevant accounting officer or accounting authority may arrange these meetings in such a way that a hybrid option is available as an alternative.

- 9.9. Compliance with the institutional travel policy is the responsibility of all officials, travellers, travel bookers, appointed TMCs and any other person involved with travel-related matters.
- 9.10. It is advised that each traveller maintain, for official business purposes, the validity of necessary personal travel documents such as a passport, visa, international driver's license, etc. The traveller may claim any justifiable costs, of doing so, from the institution where the relevant authorising official provides prior approval.
- 9.11. In all cases where proof of travel expenses is required, e.g. receipts, such proof must accompany the claim for reimbursement. In the absence of proof of expenditure, the traveller may submit an affidavit, administered by a person authorised to do so by law, detailing the cost incurred and the reason/s for the absence of the receipt or proof of payment. The reasons provided must be justifiable and approved by the authorising official.
- 9.12. Travellers must safeguard the State's information and assets while travelling on official business and must avoid compromising on security.
- 9.13. It is recommended that institutions limit international travel to critical official business trips and limit the number of the delegation to travellers directly involved in the subject matter of the meeting or event.
- 9.14. Requests for international travel must, as a minimum, include the following:
 - a) A formal invitation or motivation or both for the visit and its benefit for the institution's mandate;
 - b) an indication of whether the trip is fully or partly sponsored;
 - c) the financial implications of the visit; and
 - d) any support staff, or other officials, including the roles of each Official (if applicable).
- 9.15. The institution and the traveller must familiarise themselves with the necessary protocols prescribed by the Department of International Relations and Cooperation⁹ for International Travel.
- 9.16. Before a traveller departs on an international trip, he/she may seek advice on the following, for their own benefit:

⁹ <http://www.dirco.gov.za/protocol/index.html>

- a) What is the most appropriate method of payment for accommodation and services, e.g. cash, virtual cards, cash cards, daily allowance advance or foreign debit cards;
- b) what is the most practical currency;
- c) the need to visit a travel clinic where vaccination is required;
- d) the political and security situation in the country;
- e) applicable business etiquette;
- f) weather conditions; and
- g) South African Embassy's office address and contact details in the country to be visited.

9.17. To ensure business continuity and protect the interests of the institution, the institutional travel policy or any other business continuity policy may make provision for travellers that are not allowed to travel together on official business trips.

10. APPROVAL AND AUTHORISATION

- 10.1. The approval and authorisation processes for travel vary between institutions. It is therefore necessary that the institutional travel policy or the institution's Delegation of Authority (DOA) makes provision for approvals by appropriate Authorising Officials.
- 10.2. It is recommended that the approval and authorisation processes promote prompt decisions on whether a trip is approved or not, as many airfares and accommodation rates are 'immediately payable' or may expire within hours, if not confirmed, and may result in additional cost for the institution.
- 10.3. The institutional travel policy must make provision for international trips to be approved by the Minister, AO/AA or a delegated senior official within the institution.
- 10.4. If the traveller is the Head of the institution (Director General, Head of Department, CEO), provision must be made in the institutional travel policy or DOA policy for a delegated official to approve such trips.
- 10.5. Travellers are not allowed to approve their own travel requests and travel expenditure.
- 10.6. All travel approvals must be in writing and signed by the authorising official prior to departure. In cases where obtaining verbal authorisation from the authorising official, the institutional travel policy must make provision for the time period within which the traveller must have the verbal authorization ratified, e.g. within 72 hours from

obtaining the verbal authorisation or where not practical, within 24 hours upon return to the place of work.

10.7. The AO/AA or delegated official may, in terms of the applicable legislation allowing an institution to delegate, and the institution's approved delegations, delegate the approval of the following:

- a) domestic and international trips with its related expenses;
- b) domestic and international chartering of aircraft (passenger/cargo);
- c) upgrade of fare class for domestic and international air travel;
- d) upgrade of accommodation to a higher star grading for domestic and international accommodation;
- e) changes to existing domestic and international travel arrangements;
- f) domestic and international after-hours reservations or emergency travel arrangements;
- g) reimbursement of travel expenses, subsistence allowances and travel advances;
- h) International trips undertaken by the Head of the Institution (Director-General/Head of Department/CEO).

11. TRAVEL MANAGEMENT COMPANIES

11.1. The institution may appoint one or more TMCs. This must be done in accordance with the applicable SCM prescripts, Instructions and Circulars issued by National Treasury to effectively and efficiently manage the institution's travel services.

11.2. The working relationship between the TMC and the institution must be managed by a Service Level Agreement, which amongst others, shall require the TMC to:

- a) obtain the best possible travel arrangements with the most competitive option when making travel bookings. In doing so, the TMC must be mindful of cost and value for money and provide competitive rates and best prices; and
- b) constantly provide feedback on bookings including any pertinent information regarding the official business trip to the traveller, and resolutions of any concerns raised by travellers on the services rendered by the TMC.

11.3. The institution should manage the TMC to deliver cost-effective and operationally efficient support in achieving the institution's mandate.

- 11.4. All rates offered by TMCs to institutions for domestic air and land arrangements must be net and non-commissionable.¹⁰ This will include rates offered by domestic airlines with which National Treasury has concluded agreements that offer up-front discounted rates. Copies of the agreements can be obtained from the National Treasury contact person.
- 11.5. It is advised that a transparent relationship between the institution and the TMC be maintained and any commissions earned through an institution's volumes be reimbursed to that institution. Where it is found or suspected that commissions are earned by the TMC for a specific institution's travel bookings, the institution may demand that all these commissions be declared and reimbursed to the institution or set-off against the TMC fees to the credit of the institution.
- 11.6. Institutions will only pay the transaction fees and/or management fees as agreed in the Service Level Agreement between the parties and the actual cost of the airline ticket, accommodation, car hire or shuttle service.
- 11.7. In the absence of the contracted services of a TMC, institutions should administer the procurement of travel-related services through the applicable procurement processes.
- 11.8. The TMC may only issue travel vouchers for accommodation and ground transportation and air tickets after the receipt of the travel authorisation or purchase order.
- 11.9. The institutional travel policy must make provision for a procedure for after-hour reservations (e.g. in the event of an after-hours reservation, the TMC should execute the request based on a verbal approval or approval via short message service or email from the authorising official. The institution should present the travel authorisation form or purchase order to the TMC within 72 hours after the request was executed by the TMC or where not practical, within 24 hours upon return to the place of work, to avoid irregular or fruitless and wasteful expenditure).

¹⁰ The net and non-commissionable rate means a rate that does not include any third party reward, i.e. a rate must not be marked up to include any commissions, rebates, overrides or any volume driven incentives.

11.10. Where the TMC has followed up with the institution and the institution fails to authorise the after-hour service or purchase order, the TMC may proceed to invoice the transaction.

11.11. *Travel Lodge Card*

11.11.1. Institutions may lodge their travel credit card ('lodge card') with the TMC as a mechanism to improve the regulated 30-day payment cycle for travel expenses and not to burden the TMC's cash flow.

11.11.2. The institutions may use the lodge card to pay for air travel costs. For land arrangements, such as ground transportation and accommodation, the institutions use the bill-back method, or the option of virtual cards may be considered.

11.11.3. It is advised that the TMCs not pay themselves their management/service fee through the lodge card. The Institution pays the TMC directly on receipt of their invoice.

TRAVEL BOOKINGS AND EXPENSE GUIDELINES

12. AIR TRAVEL

12.1. General Principles

12.1.1. Air travel should only be undertaken after virtual communication tools, such as MS Teams, Zoom or other video and teleconferencing facilities, have been considered. Institutions, through their authorising officials, travel bookers and, or TMCs, must make every attempt to reduce travel costs by comparing the cost advantage of using alternative communication tools.

12.1.2. The authorising official should be satisfied that there is a demonstrated business need and should consider the following when selecting a fare for air travel:

- Fare class: all air travel is to be booked using the best price of the day and in the class of travel recommended in this Guideline.
- Fare type: institutional travel policies should address the use of restricted fare types as follows:
 - where there is a high degree of certainty of arrival or departure times, travellers, travel bookers and TMC should consider restricted fare types;

- ii. where there is a possibility that a scheduled meeting will not proceed, or there is uncertainty around the time that a scheduled meeting may conclude, travellers, travel bookers and TMC should consider whether the additional cost of flexible fares outweighs the cost of possible changes or cancellation fees.
- c) Value for money: travellers, travel bookers and TMC must compare fare classes and types across airlines servicing the particular route required.
- d) Advance booking: to benefit from the available best price of the day, domestic travel should be booked at least seven days in advance, where possible. The most cost effective options are available when making travel bookings/reservations more than 14 days prior to departure. International travel should be booked at least three weeks in advance, where possible.

12.2. **Class of Travel**

12.2.1. **Air Travel (including travel to neighbouring and regional countries) that is five hours or less**

- 12.2.1.1 It is recommended that the institutional travel policy pronounce on the allowable air travel class taking into consideration 12.2.1.2 to 12.2.1.4 below.
- 12.2.1.2 It is recommended that Economy class (restricted or flexible) should be the standard for air travel of five hours or less. Any exceptions to this rule to be approved by the AO/AA or delegated official.
- 12.2.1.3 It is recommended that Business class is permitted in exceptional cases for trips less than five hours (from origin airport to destination airport) but requires prior approval of the AO/AA or delegated official.
- 12.2.1.4 Notwithstanding paragraphs 12.2.1.2 and 12.2.1.3, the AO/AA or delegated officials of institutions may approve the purchase of business class tickets–
 - a) for travellers with disabilities;¹¹
 - b) for travellers with special needs¹² based on medical grounds;

¹¹ Disability for purposes of this document is defined as a person who are physically impaired and/or requires assistance to move or are depended upon a wheelchair.

¹² Special needs mean a distinctly different need of a Traveller that requires the AO/AA or Delegated Official to make a judgment call to provide for such a need. A medical certificate noting the medical need and the applicable period of time must be provided.

- c) in cases where economy class flights are not available¹³ travel bookers and, or TMC should not be allowed to book business class unless approved by the AO/AA or delegated official, where it has been confirmed that the airline class was full, and no other applicable flights are available;
- d) where the business class ticket is the same price or cheaper than the economy class ticket to the same destination.¹⁴

12.2.2. **International Air Travel exceeding five hours**

- 12.2.2.1 It is recommended that the institutional travel policy pronounce on the allowable air travel class taking into consideration 12.2.2.2 to 12.2.2.7 below.
- 12.2.2.2 The institutional travel policy must make provision for the approval of international travel by the AO/AA or a duly delegated official of the institution.
- 12.2.2.3 It is recommended that the standard of air travel for international flights exceeding five hours shall be economy class, however, the AO/AA or delegated official is authorised to approve a higher class based on the merits of each request.
- 12.2.2.4 It is recommended that Business class is permitted for trips that exceed five hours (from origin airport to destination airport) but requires prior approval of the AO/AA or delegated official.
- 12.2.2.5 It is recommended that Business class tickets only be purchased for the following persons, unless the person elects to fly economy class:
 - a) Directors-General or persons holding equivalent ranks in departments;
 - b)
 - c) Deputy Directors-General or persons holding equivalent ranks in a department;¹⁵
 - d) Persons appointed on grounds of policy considerations in terms of section 12A of the Public Service Act, 1994 (i.e. advisors to executive authorities);
 - e) AOs/CEOs of constitutional institutions;
 - f) Officials at the level of management that report directly to the AO/CEO of a constitutional institution;

¹³ A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes

¹⁴ A complete and accurate trail of such cases must be kept by the AO/AA or Delegated Official for audit purposes.

¹⁵ This does not apply to persons holding other ranks/positions but who are remunerated at salary levels 14 or 15.

- g) Members of the AA (Board) of public entities (schedule 3 of the PFMA);
- h) The CEO or other person in charge of a public entity;
- i) Members of the CEO's executive committee that report directly to the CEO or to any other person in charge of the public entity; and
- j) Non-executive members serving on any Governance Committee of an Institution;¹⁶

12.2.2.6 Notwithstanding paragraphs 12.2.2.3, 12.2.2.4 and 12.2.2.5 above, the AO/AA or delegated official may approve the purchase of business class tickets–

- a) for travellers with disabilities;¹⁷
- b) for travellers with special needs¹⁸ based on medical grounds;
- c) in cases where economy class flights are not available¹⁹ travel bookers and, or TMC are not allowed to book business class unless approved by the AO/AA/MM or delegated official, where it has been confirmed that the airline class was full and no other applicable flights are available;
- d) where the business class ticket is the same price or cheaper than the economy class ticket to the same destination;²⁰ or
- e) for a traveller accompanying a person entitled to travel at a higher class if the traveller is required to maintain contact with that person for business purposes, e.g. travelling together to make a presentation shortly after arrival.

12.2.2.7 For international trips the comparison of more expensive direct flights from the major airports versus cheaper indirect flights should be made. When choosing a flight, consideration to be given to the travellers' ability to function optimally when arriving at their destination, especially when travelling across time zones.

12.3. **Changes to air tickets**

12.3.1. If exceptional circumstances necessitate a change to a booking, it must be authorised by the authorising official, irrespective of whether it has a cost implication or not.

¹⁶ These Governance Committees include audit committees and risk management committees

¹⁷ Disability for purposes of this document is defined as a person who are physically impaired and/or requires assistance to move or are depended upon a wheelchair.

¹⁸ The term 'Special needs' means a distinctly different need of a Traveller that requires the AO/AA/MM or Delegated Official to make a judgment call to provide for such a need. A medical certificate noting the medical need and the applicable period of time must be provided.

¹⁹ A complete and accurate trail of such cases must be kept by the AO/AA/MM or Delegated Official for audit purposes.

²⁰ A complete and accurate trail of such cases must be kept by the AO/AA/MM or Delegated Official for audit purposes.

Authorising officials to keep these changes to a minimum to mitigate the incurrence of fruitless and wasteful expenditure.

- 12.3.2. The cost associated with changes may be subject to the rules of the particular airline and may include penalty fees.
- 12.3.3. The institutional travel policy should provide for incidences where cost is incurred by a traveller because of changes requested for his or her convenience or lack of discipline. It is recommended that the cost should be for the Traveller's personal account. If the traveller does not immediately settle the additional expense, the institution should cover the initial cost, and if the traveller is found liable, recover the amount from the traveller.
- 12.3.4. The institution should carry the cost for changes because of changed business requirements or any circumstances outside the traveller's control, and if such expense is not justifiable, it is fruitless and wasteful expenditure.

12.4. Cancellations and Refunds

- 12.4.1. The traveller should inform either the TMC or the travel booker immediately if he or she realises that they will not be able to take a specific flight which has already been booked.
- 12.4.2. If the traveller will not fly to the same destination within the next six months, the air ticket should be cancelled immediately and a refund must be obtained. The refund of tickets is subject to the class of travel and airline rules.
- 12.4.3. If the traveller will be travelling to the same destination within the next six months, the air ticket should immediately be amended to the new date if the exact date is known at the time. The re-use of the ticket is subject to the class of travel and airline rules.
- 12.4.4. The traveller, travel booker and TMC should keep record of unused air tickets and refer to such record prior to booking a new ticket. If the air ticket is not used within six months, the institution should request the TMC to cancel the air ticket prior to the expiry date.
- 12.4.5. If the traveller fails to inform the travel booker or TMC before the air ticket expires and a cancellation fee is incurred, the institution will cover the cancellation cost, and if the traveller is found liable, recover the amount from the traveller.
- 12.4.6. Where non-refundable air tickets are cancelled, the TMC must disclose the amount of taxes recoverable and the TMC must recover the taxes and credit the institution accordingly. Airline rules apply.

12.5. **Baggage Allowance**

- 12.5.1. The travellers may acquaint themselves with the baggage policy of the airline that he or she will be travelling on. The airline's baggage policy will provide information on the prescribed baggage allowance and the cost for baggage in instances where the airline charges separately for baggage.
- 12.5.2. Based on the class of travel, the airline prescribes the specific number of pieces of luggage that it allows, as well as the weight and size per piece.
- 12.5.3. The traveller will incur a fee if his or her baggage exceeds the weight, specified dimensions or the number of items allowed. Such cost is for the traveller's personal account.
- 12.5.4. The institution may reimburse excess baggage for exceeding the baggage allowance if it is due to a valid business reason.

12.6. **Airport Lounge Facilities**

Business class travellers and travellers with selected loyalty card status have access to the lounge facilities of the respective airlines. Lounge facilities are available at a cost to economy class travellers at certain airports. These costs are for the traveller's own personal account.

13. ACCOMMODATION

13.1. **General Principles**

- 13.1.1. The institution should provide accommodation for officials who are required to perform official business duties away from their normal place of work. The provision of accommodation must take into consideration 13.1.2 and 13.1.3 below.
- 13.1.2. It is recommended that the institutional travel policy makes provision for circumstances where domestic overnight accommodation will be allowed for travellers, such as instances where—
 - (a) the distance travelled exceeds 300 kilometers on a return journey (150km each way) from the place of work to the destination;
 - (b) the meeting/ conference/workshop is held over a number of days; or
 - (c) the event finishes after hours.

13.1.3. When choosing domestic or international accommodation, the travel booker, and, or TMCs is advised to choose the lowest rate available at suitable accommodation establishments within reasonable distance from place of duty. The travel booker may select the most appropriate star rating, based on what is recommended in this Guideline, business requirements and total cost of travel (typically, accommodation rates plus transportation costs).

13.1.4. It is recommended that the institutional travel policy pronounce on the allowable accommodation rates for the institution. Any exceptions to this rule must be approved by the AO/AA or delegated official.

13.1.5. It is recommended that the institutional travel policy considers the appropriate approval procedure to approve domestic accommodation costs that exceed the allowable rates under the following circumstances:

- a) During peak holiday periods;²¹
- b) When the demand is high and the accommodation establishments are sold out;
- c) The accommodation that is still available is priced higher than the allowable rates. In this case, the travel booker must book the most reasonable option and retain a record of why the allowable rate was exceeded;
- d) When officials are required to stay over in the accommodation establishment where the official business is conducted to avoid additional travelling cost; and
- e) If there is an operational requirement.²²

13.1.6. The area to which a traveller is travelling may be taken into account when accommodation is booked, to ensure that it is adequate and reasonably priced. Where suitable accommodation is not available, accommodation of a comparable standard may be arranged.

13.1.7. Special dietary requirements may be considered when the most relevant accommodation option is booked. If the accommodation establishment does not offer special dietary requirements, then a room excluding meals must be booked (bed-and-breakfast or room only). The traveller may claim the actual expenditure for the

²¹ Peak holiday period means a period during South African school holidays and public holidays as provided for in the South African calendar.

²² Example: VIP Protectors to stay in the same hotel as their VIP; Visiting Heads of State / Heads of Government; during major events such as WEF, SADC etc. where the hiring of an operational room in the hotel where the VIP's are accommodated is necessary. Furthermore, it is sometimes an operational requirement for an entire delegation to stay in the same place of accommodation to reduce additional travelling cost.

meals (not exceeding the maximum daily amount and must be accompanied by receipts as supporting evidence).

- 13.1.8. Travellers are personally responsible for settling all extras on the accommodation bill, such as telephone, mini-bar items, and liquor, prior to checking out.
- 13.1.9. Travellers are responsible for checking Accommodation bills for accuracy and signing them off prior to checking out.
- 13.1.10. If the traveller fails to check out and not settle the additional charges and not sign the bill, the Institution will settle the account, and if the traveller is found liable, recover the amount from the traveller.
- 13.1.11. Only the services approved and described on the travel voucher that correspond with the Travel Authorisation Form is for the account of the institution and the TMC only invoices this to the institution. The institution instructs the TMC to invoice all other unauthorised expenses separately to the institution and deal with these in terms of paragraph 13.1.10.
- 13.1.12. In cases where the accommodation establishment does not offer meal facilities, the travel booker and, or TMC must book the room only or bed-and-breakfast options. The traveller may claim the actual expenditure for the meals (not exceeding the maximum daily amount and must be accompanied by receipts as supporting evidence).
- 13.1.13. Some accommodation establishments do not offer meal facilities and will provide meal vouchers in lieu of the meal which can be redeemed at facilities with which the establishment has made arrangements. The traveller may not request or demand cash from an accommodation establishment in lieu of the meal cost included in the institution's travel accommodation voucher. Such an action is misconduct and must be dealt with in terms of the institution's disciplinary procedures. In exceptional cases, where the accommodation establishment offers cash because there is no alternative, it may be accepted.
- 13.1.14. Accommodation may only be provided for the duration of the conference or event taking place, as well as one day before and, or after such event only if circumstances necessitate this. Should a traveller request to stay longer at a particular venue/hotel, the costs should be for the personal account of the traveller (for example if a workshop is on a Monday and the traveller prefers to travel on the Friday before, then the costs for Friday and Saturday nights shall be borne by the traveller).

13.2. **Class of accommodation**

13.2.1. **Domestic accommodation**

13.2.1.1 Institutions may enter into agreements, through the normal prescribed procurement process, with accommodation facilities to secure lower rates.

13.2.1.2 It is recommended that the institutional travel policy make provision for the acceptable star rating for travelers traveling on official business. It is recommended that the standard class for domestic accommodation be a three-star establishment or equivalent accommodation establishment, unless approved otherwise by the AO/AA or delegated official.

13.2.1.3 It is recommended that the institutional travel policy makes provision for persons that may stay in a four-star establishment or equivalent accommodation establishment unless the person elects to stay in a lower-graded establishment, such as:

- a) AO/Director-General or persons holding equivalent ranks in departments;
- b) Deputy Director-General or persons holding equivalent ranks in departments;
- c) Persons appointed on grounds of policy considerations in terms of Section 12A of the Public Service Act, 1994 (i.e. advisors to executive authorities);
- d) AO/CEO of constitutional institutions.
- e) Officials at the level of management that report directly to the AO of a constitutional institution;
- f) Members of the AA (Board) of public entities (schedule 2 and 3 of the PFMA);
- g) The CEO or other person in charge of a public entity;
- h) Members of the CEO's executive committee that report directly to the CEO or to any other person in charge of a public entity; or
- i) Non-executive members serving on any Governance Committee of Institutions.²³

13.2.1.4 Notwithstanding paragraphs 13.2.1.2 and 13.2.1.3 above, it is recommended that the institutional travel policy makes provision for circumstances where a higher

²³ These Governance Committees include audit, risk and remuneration committees.

star graded establishment may be booked (irrespective of the organisational level or position), such as the following circumstances:²⁴

- a) Where the rate of the higher star-graded establishment is equal or lower than the lower star-graded establishment and within the limits of the allowable rates permitted;
- b) The higher star-graded establishment is the only available option due to location and availability;
- c) The institution has negotiated lower rates with the higher star-graded establishment and the rates are within the limits of the allowable rates permitted.

- 13.2.1.5 The principle of cost-effectiveness to prevail as far as possible. The lowest rate available at suitable accommodation establishments within reasonable distance from place of duty. The travel booker may determine the most appropriate star rating, based on an assessment of government business requirements and the total cost of travel (typically, accommodation rates plus transportation costs).
- 13.2.1.6 In exceptional cases the AO/AA or delegated official may approve a deviation from paragraphs 13.2.1.2, 13.2.1.3 and 13.2.1.4 above with justifiable reasons and accurately recorded for audit purposes.

13.2.2. **International accommodation**

- 12.2.2.1 International travel requires the approval of a duly delegated official of the institution as referred to in paragraph 12.2.2.2.
- 12.2.2.2 The approval submission to comply with the requirements of paragraph 9.14, with specific reference to the financial implications and be approved by the a duly delegated official.

13.3. **No-shows and cancellations**

- 13.3.1. The institutional travel policy must make provision for procedures related to no-shows and cancellations.

²⁴ A Complete and accurate trail of such cases must be kept by the Institution for audit purposes.

13.3.2. It is the responsibility of the traveller to notify either the TMC or the travel booker of any cancellations of reserved accommodation as soon as he or she becomes aware of the fact. Each establishment has different conditions/rules in terms of cancellations. Last-minute cancellations may result in the payment of a cancellation fee. The traveller to familiarise himself/herself with the cancellation policy of the specific establishment.

13.3.3. The traveller must, where it is within his or her ability, to inform the TMC or the accommodation establishment if he or she expects to be arriving later than the expected arrival time, to ensure that the reservation is not cancelled, or a cancellation fee is incurred.

13.3.4. If the traveller does not check in at all, or fails to cancel the booking on time, where it is within his or her ability to do so, and without notification to the TMC or the accommodation establishment, a no-show fee may be charged. In such cases, the institution must settle the account, and if the traveller is found liable, recover the amount from the traveller.

13.4. Additional Expenses

13.4.1. The institutional travel policy must make provision for procedures related to additional expenses that may be incurred by travellers.

13.4.2. All additional expenses such as private phone calls, newspapers, alcoholic beverages, toiletries, movies, gratuity for porters or waiters, room service charges, etc. is for the traveller's own personal account. The traveller to settle these expenses at the time of departure.

13.4.3. If the traveller fails to settle the additional charges at the time of check-out, the institution may settle the account, and if the traveller is found liable, recover the amount from the Traveller.

13.4.4. *Laundry/ironing/dry cleaning for domestic travel while staying in a star-graded establishment.*

- a) Reasonable actual expenditure for laundry, ironing or dry cleaning may be reimbursed to a traveller, when staying in an accommodation establishment for longer than a period determined by the institution (e.g. 5 days). Travellers to submit receipts with the claims and Institutions may not accept affidavits in lieu of receipts.
- b) Should a traveller move to more than one accommodation establishment during the same official business trip, reasonable actual expenditure for laundry,

ironing or dry cleaning may be claimed at each establishment. Travellers to submit receipts with the claims and institutions may not accept affidavits in lieu of receipts.

13.4.5. *Laundry/ironing dry cleaning for International Travel*

- a) Reasonable actual expenditure for laundry, ironing or dry cleaning may be reimbursed to a traveller when staying in an international accommodation establishment, after a period of time to be determined by the institution (e.g. after 3 days at the establishment). Travellers to submit receipts with the claims and institutions may not accept affidavits in lieu of receipts.

13.5. **Private Accommodation**

- 13.5.1. Travellers may choose to make use of private accommodation (staying with family or friends) when they have approval to spend at least one night away from home for official business purposes, subject to paragraph 13.1.2 above.

14. GROUND TRANSPORTATION

14.1. **General Principles**

- 14.1.1. The institutional travel policy must make provision for circumstances and procedures for all the types of ground transportation as outlined in this section.
- 14.1.2. Any journey between an official's residence and normal place of work constitutes a private journey. Where the institution requires an official to attend to official business matters at the normal place of work on a weekend or public holiday and such day is not a normal working day, the trip is an official business trip. If required to return to the place of work after hours such a trip is an official business trip.
- 14.1.3. Any journey where the official departs from his or her residence directly to a place of duty and, or, returns from such a venue directly to his or her residence, is considered an official business trip. In such cases, the claim is to be based on the actual kilometres travelled.
- 14.1.4. In cases where the official business trip includes both air and road travel, travel bookers and, or TMCs may select the mode and combination thereof that is the most cost-effective and practical, taking into account the total cost of the official business trip and time consumed.

- 14.1.5. Where more than one traveller/official is attending the same event or meeting, it is recommended that they coordinate the renting of cars or shuttle services to reduce the cost. This provision also applies to SMS officials using their own vehicle or MMS that has structured for a vehicle allowance.
- 14.1.6. It is recommended that only officials (permanent and contracted) are allowed to drive rental vehicles and institutional fleet vehicles. In exceptional circumstances, institutions may authorise other travellers to drive rental vehicles or institutional vehicles for official business purposes, subject to the completion of all relevant indemnities and approval in terms of the institution's DOA Policy.
- 14.1.7. Institutions must manage accident and damage claims against the State in terms of applicable legal frameworks and the law.
- 14.1.8. Any fines, penalties, and administration fees payable as a result of the contravention of any traffic rules and regulations will be for the traveller's own personal account, whilst using an institutional or rental vehicle.
- 14.1.9. The traveller must take every precaution to safeguard a rental or institutional vehicle against damage, theft or irregular use while driving it and when it is parked.
- 14.1.10. A PDP is required to drive a minibus or bus with for more than 12 passengers including the driver. Institutions must ensure that the travel booker and, or, the TMC request that a copy of the PDP of the designated driver is submitted when booking a minibus or bus to transport travellers for official business.

14.2. **Use of institutional vehicles**

- 14.2.1. It is recommended that the institutional travel policy provides for procedures when officials (permanent and contracted) use institutional fleet vehicles.
- 14.2.2. The cost of renting a vehicle for official business trips (excluding officials that have structured for travel allowances) to be compared to the cost of utilizing a fleet vehicle.
- 14.2.3. In exceptional circumstances institutions may authorise other travellers to drive institutional vehicles for official business purposes, subject to the completion of all relevant indemnities and approval in terms of the institution's DOA Policy.
- 14.2.4. In cases where institutions provide for the use of institutional vehicles for official business purposes by officials at the level of Deputy Director-General or equivalent in public entities, institutions should address the usage and rules related thereto in the institutional travel policy. The institution should consider the tax implications of such usage.

- 14.2.5. The utilisation of institutional vehicles by institutions to transport officials between their residence and place of work should be read together with the Financial Manual²⁵ issued by the DPSA and PSCBC Resolution 3 of 1999.
- 14.2.6. Where operational circumstances require institutions to provide institutional vehicles to transport officials between their residence and place of work, institutions to comply with all applicable legislation and obtain approval from SARS for the scheme.
- 14.2.7. Where institutional vehicles are used, institutions may not pay expense claims related to kilometres claimed, except in unforeseen circumstances, such as breakdowns and refueling.

14.3. Use of public transportation

- 14.3.1. Travellers may make use of public transport (i.e. Gautrain, taxis, municipal bus services, Uber, etc.) if it is safe, practical and more cost effective than the cost of car rental or shuttle services.
- 14.3.2. If the traveller decides to make use of public transport (e.g. Gautrain, taxis, municipal bus services, Uber, etc.), the institution has the responsibility to exercise a “duty of care”²⁶ in managing and mitigating the risks to officials, operations, business continuity, reputation, and safety.
- 14.3.3. The traveller may be reimbursed when making use of public transport for official business with prior authorisation of the official business trip.
- 14.3.4. The traveller must submit a receipt as proof of payment. In the absence of a receipt, the traveller must comply with paragraph 9.10 above.

14.4. Use of private vehicles

- 14.4.1. Institutional travel policies should make provision for the prior approval of the use of private vehicles for official business (excluding officials that have structured for travel allowance).

²⁵ [Financial Manual for the Purposes of the Calculation of Allowances and Benefits](#).

²⁶ ‘Duty of care’ refers to the legal and moral responsibility that employers have to ensure the health, safety and wellbeing of their employees in the workplace and while travelling for business.

14.4.2. When an official is required to make use of his or her private vehicle for official business purposes, the official must obtain travel authorisation prior to commencing with the journey, if the use of the private vehicle will save time and reduce costs. Such authorisation may be granted for a specific period of time based on a work plan or as agreed to with the delegated authority.

14.4.3. In cases where an official travels to an official business event in his or her private vehicle without prior approval, the institution may not reimburse the official.

14.4.4. Under no circumstances may institutions pay fuel advances for the use of privately-owned vehicles.

14.5. **The use of private vehicles by senior managers/middle managers who have structured an amount as a vehicle allowance on their salaries and, or, who receive such an allowance through a subsidised vehicle allowance scheme**

14.5.1. For departments and constitutional institutions, the terms, and conditions for using private vehicles to carry out official duties by SMS members (regardless of whether they structured for a vehicle allowance or not) and Middle Management Service members who opted for a monthly vehicle allowance (SMS/MMS employee) are set out in the Public Service Handbook for SMS²⁷ and Transport Circular 9 of 2005 for Middle Management.

14.5.2. When private vehicles are used by senior managers/middle managers or any other person receiving a vehicle allowance to enable him or her to purchase, lease, rent or otherwise procure a vehicle for official business purposes, the institution applies the following:

14.5.2.1. Requirements regarding the vehicle and its use:

- (i) the senior manager/middle manager is obliged to maintain a reliable vehicle to be used for official journeys;
- (ii) the senior manager/middle manager to have his or her vehicle (or a substitute vehicle) available for official journeys;
- (iii) as far as possible, the senior manager/middle manager is obliged to provide free transport to Officials travelling to the same destination on an

²⁷ <http://www.dpsa.gov.za/dpsa2g/documents/sms/publications/smshb2003.pdf>

official return journey; and

- (iv) if the senior manager/middle manager uses his or her private vehicle to carry out official duties, the Institution will, on receiving an approved claim, reimburse the senior manager/middle manager for the official kilometres travelled, according to the Tariffs for the Use of Motor Transport,²⁸ as determined by the Department of Transport or as published by SARS whichever rate is applicable to the Institution.

14.5.2.2. If the senior manager/middle manager undertakes an official business trip, and his or her vehicle is undergoing repairs or service, the senior manager/middle manager may obtain and utilise another private vehicle. On receiving an approved claim, the senior manager/middle manager will be reimbursed for the official kilometres travelled, as if he or she used his or her own private vehicle, according to the Tariffs for the Use of Motor Transport, as determined by the Department of Transport or as published by SARS whichever rate is applicable to the Institution.

14.5.2.3. The senior manager/middle manager should, with prior approval, use his or her private vehicle for all official business, except in cases where:

- (i) A specific duty is to be performed which requires the use of a specific type of vehicle;
- (ii) an official journey was undertaken to a place to which he or she did not travel with his or her private vehicle, e.g. travelled by air to another destination;
- (iii) the official was required to leave from his or her residence or place of work to a place from where he or she will depart on an official journey and back; e.g. air transport;
- (iv) it will be unreasonable to expect from a senior manager/middle manager to use his or her private vehicle for the official journey to a place that is not accessible with the specific type of private vehicle, e.g. road conditions; and, or,
- (v) other means of transport would be more cost-effective and, or, practical.

²⁸ <https://www.transport.gov.za> (Quick Links)

14.6. **Car Rental**

14.6.1. **General Principles**

- 14.6.1.1 The institutional travel policy must make provision for procedures related to the rental of vehicles.
- 14.6.1.2 AOs/AAs are responsible for the cost-effective management of Car Rental expenses.
- 14.6.1.3 The travel booker and, or TMC consultant must book a rental vehicle for the period that it is actually required for official business.
- 14.6.1.4 The traveller must return the rental vehicle within the specified rental period or notify the travel booker and, or TMC to make additional arrangements with the Car Rental Company. If the traveller fails to inform the travel booker and, or the TMC, where it was in his or her ability to do so, and additional charges are incurred, the institution must settle the account, and if the traveller is found liable recover the amount from the traveller.
- 14.6.1.5 If the traveller needs to extend the rental period for official business purposes, the traveller must obtain approval from the authorising official and the TMC will issue a travel voucher for the extended period.
- 14.6.1.6 When renting a vehicle, the institution must give cost consideration to the vehicle group, the number of rental days, the kilometres driven, and the time and place for the collection and return of the vehicle.
- 14.6.1.7 Only the designated driver²⁹ is allowed to drive the rental vehicle at any time.
- 14.6.1.8 Any extra charges for special requests such as special models, colour, personal indemnity insurance, etc. (excluding those mentioned in paragraph 17.5 below) are the sole responsibility of the traveller and will be settled directly with the Car Rental Company. The institution will not be liable for any charges. If the traveller does not immediately settle the additional expense, the institution must cover the initial cost, and if the traveller is found liable, recover the amount from the traveller.
- 14.6.1.9 The traveller must only use the rental vehicle for official business purposes.

²⁹ Designated driver is the person identified by the Institution to take possession and responsibility for the rental vehicle at the Car Rental Company for the defined time period or any other additional person designated by the Institution to drive such a rental vehicle.

14.6.1.10 If the traveller extends his or her stay for personal reasons, the charges are for the traveller's own personal account. It is the traveller's responsibility to terminate the official agreement and enter into a separate rental agreement for the period conducting personal travel.

14.6.1.11 Travellers with a disability who require the use of an automatic rental vehicle and, or, travellers who have a restriction on their driver's license, may request the hiring of an automatic vehicle, with prior approval from the relevant authorising official.

14.6.2. **Class of Travel**

14.6.2.1 The Institutional Travel Policy must make provision for the acceptable vehicle group(s) that will be allowed in the institution.

14.6.2.2 The various Car Rental Companies use different groups and, or SIPP codes to categorise their vehicles. Please refer to Schedule 1 for the various Car Rental Companies' Group and SIPP code categorisation.

14.6.2.3 It is recommended that the default car types to be booked are vehicles categorised as "Mini, Economy or Compact", subject to availability and cost effectiveness.

14.6.2.4 It is recommended that the institutional travel policy makes provision for persons that may hire a higher-class vehicle (categorised as "Intermediate, Standard, Premium or Luxury"), unless the person elects to hire a "Mini, Economy or Compact" type of vehicle, such as:

- a) AO/Director-General or persons holding equivalent ranks in departments;
- b) AO and CEO of constitutional institutions;
- c) Members of the AA (Board) of public entities (schedule 2 and 3 of the PFMA); and
- d) CEO or other person in charge of a public entity.

14.6.2.5 Officials with a disability who require the use of an automatic vehicle, and, or, officials who have a restriction on their driver's license may hire a "Mini, Economy or Compact" type of vehicle with an automatic transmission. The hiring of an automatic vehicle for any other traveller may be approved by the AO/AA or delegated official.

14.6.2.6 Notwithstanding paragraphs 14.6.2.3, 14.6.2.4 and 14.6.2.5 above, the AO/AA or delegated officials may approve the hiring of an "Intermediate, Standard, Premium or Luxury" type vehicle, minibus, bus (above 16 seater) or passenger van in instances where:

- a) Three (3) or more travellers are travelling together;
- b) the return journey to be travelled exceeds 400 kilometres to and from the destination (return journey);
- c) the special needs³⁰ of a Traveller (based on medical grounds) are to be catered for;
- d) extra luggage must be accommodated;
- e) transportation of more than 16 passengers; or
- f) transporting of foreign dignitaries.

14.6.2.7 A different class of vehicle (e.g. Intermediate or Standard sports utility vehicle or 4X4) may be hired if required for a particular terrain. Mountainous and gravel roads are considered difficult terrain and vehicles with higher ground clearance may be required.

14.6.2.8 The minimum safety requirements for any rental vehicle will include power steering, airbags, ABS, air-conditioning, and central locking.

14.6.2.9 When the Institution appoints a Car Rental service provider through a prescribed procurement process, the institution should identify the most appropriate car group within the fleet that meets the specific description and requirements and is the most cost-effective option for each organisational level/designation. The institutional travel policy must reflect the specific car groups.

14.6.2.10 A traveller is permitted to accept a higher category of rental vehicle if such an upgrade is offered free of charge. A traveller is, under no circumstances, allowed to demand such an upgrade.

14.6.3. **Car Rental Inspections**

A Traveller must verify and complete the Quality Check Card prior to leaving the Car Rental premises, both on collection and return of the rental vehicle. A traveller must ensure that all scratches, dents, windscreens cracks, and chips are marked on the Quality Check Card and signed off by the Car Rental attendant. Failure to complete

³⁰ The term 'Special needs' means a distinctly different need of a Traveller that requires AO/AA or Delegated Official to make a judgment call to provide for such a need. A medical certificate noting the medical need and the applicable period of time must be provided.

the Quality Check Card could result in the traveller being held personally liable for any damages.

14.6.4. Shuttle and Transfer Services

14.6.4.1. The Institutional Travel Policy must make provision for circumstances when shuttle and transfer services may be used and procedures to be followed when the services are required.

14.6.4.2. Where a traveller travels from his or her residence or place of work to and from the airport

In instances where a traveller travels from his or her residence or place of work to and from the airport, shuttle services /transfer services may be used:

- a) If an institutional vehicle and, or, driver is not available;
- b) If the cost of such a service is lower than the cost of renting a vehicle;
- c) If the use of public transport is not readily available or impractical; or
- d) If the cost of the claimable kilometres and parking/long term parking are higher than the cost of a shuttle service.

14.6.4.3. Where a Traveller travels from the airport directly to the place of Accommodation or Place of Duty on a return journey

In instances where the accommodation establishment does not provide a complementary shuttle service/transfer service between the airport and the accommodation establishment and, or, the return journey, the traveller may make use of shuttle services-

- a) if an institutional vehicle and, or, driver is not available to collect the traveller from the airport;
- b) if the cost of such a service is lower than the cost of renting a vehicle; or
- c) if the use of public transport is not readily available or impractical.

14.6.5. Parking and Toll Fees

14.6.5.1 It is the responsibility of the traveller to ensure that the toll fees as levied by toll concessions are paid in accordance with the various options available.

14.6.5.2 An invoice or receipt as supplied by the toll concessions will reflect the transactions and the amounts levied. This should be submitted for reimbursement through the normal S&T processes of an institution.

- 14.6.5.3 The institution must reimburse the traveller for toll fees while on an approved official business trip, with the exclusion of SAPS and DOD who are exempt from paying toll fees. Claims to be accompanied by the relevant proof of payment or original receipts.
- 14.6.5.4 The traveller to consider the most cost effective and safe parking option when parking at airports. (For example, at OR Tambo International Airport the offsite long-term parking may be considered).
- 14.6.5.5 The institution may reimburse the traveller for parking fees while on an approved official business trip.

14.6.6. International Ground Transportation

- 14.6.6.1 International travel requires the approval of a duly delegated official of the institution as per paragraph 10.3.
- 14.6.6.2 Travel bookers and, or the TMC must select the most appropriate, safest, and cost-effective ground transportation mode to transport the traveller from the airport to the accommodation establishment and to the place of duty based on an assessment of government business requirements and total cost of travel which typically includes accommodation rates plus transportation costs.

15. EXPENSE MANAGEMENT AND REIMBURSEMENT

15.1. General Principles

- 15.1.1. Institutions must have procedures in place, in terms of which the institution will pay officials, who are required to spend at least one night away from their usual place of residence on local or international travel for business purposes, an allowance for each night away to cover personal expenses such as meals, refreshments and laundry.
- 15.1.2. 'Subsistence' is defined as an allowance paid by the institution to the official for expenses incurred or to be incurred in respect of personal subsistence and incidental expenses while away from their usual place of residence for business purposes. The allowance is specifically not for accommodation since the institution will arrange and pay for the accommodation separately.
- 15.1.3. It is recommended that travel expenses be properly documented and approved according to the institutional travel policy (or any other policy that prescribes claim

and reimbursement procedures). It is the traveller's responsibility to adhere to these policies and, or procedures when involved with travel expenditure on behalf of the institution. Further, it is the responsibility of the authorising official to be familiar with the reason for the expenditure and to be satisfied that they have been reported and claimed in a manner consistent with the institution's policies and, or procedures.

15.1.4. Travellers are expected to:

- a) exercise good judgment with respect to expenses;
- b) spend the institution's money as carefully and judiciously as they would their own; and
- c) report all expenses and advances promptly and accurately with required documentation.

15.1.5. Subsistence allowances are not to:

- a) enable a traveller to entertain;
- b) compensate a traveller for any discomfort; and
- c) supplement a traveller's salary.

15.1.6. The DPSA annually publishes a "Financial Manual for the Purposes of Calculation and Application of Allowances and Benefits"³¹ and issues Circulars indicating any adjustments of allowances and tariffs contained in the Financial Manual.

15.1.7. The PSCBC Resolution 3 of 1999³² makes provision for various kinds of remunerative allowances and benefits related to travel.

15.1.8. Institutions to which the DPSA Financial Manual and the PSCBC Resolution do not apply should consider the use of the published SARS subsistence allowance and advance rates.³³

15.1.9. Institutions must familiarise themselves with these provisions and apply them accordingly.

15.1.10. The double payment of expenses is prohibited, e.g. an official may not claim for meal expenses if meals are already included in the accommodation and, or conference arrangements.

³¹ http://www.dpsa.gov.za/dpsa2g/r_documents.asp

³² <http://www.dpsa.gov.za/dpsa2g/PSCBC.asp>

³³ <https://www.sars.gov.za/Tax-Rates/Employers/Pages/Subsistence-Allowances-and-Advances.aspx>

15.2. **Reimbursable expenses**

15.2.1. The following expenses may be considered as reimbursable expenses and should be indicated as such in the institution's relevant policy and, or procedures while on official business. Institutions should only reimburse costs on submission of proof of expenditure. In the absence of a receipt or proof of payment, the traveller must comply with paragraph 9.10 above.

- a) Parking costs at airports, hotels and conferences;
- b) Toll fees (excluding SAPS and DOD who are exempted);
- c) Laundry expenses;
- d) Cost of meals (if not included in the Accommodation voucher);
- e) Mileage on the use of private vehicle;
- f) Use of business centres and communication at Accommodation Establishments or event facilities;
- g) Business travel vaccination requirements;
- h) Visas or expenses related to obtaining business visas or passports;
- i) Excess luggage if it is for business purposes;
- j) Loss as a result of exchange rate fluctuations;
- k) Public transport expenses;
- l) Refuelling of hired vehicles;
- m) Any other expense related to the official business trip on a case-by-case basis and approved by the authorising official.

15.3. **Non-reimbursable expenses**

15.3.1. The following expenses may be considered as non-reimbursable expenses and should be indicated as such in the institution's relevant policy:

- a) Tips or gratuities for waiting staff included in the bills for meals;
- b) Room service or tray service;
- c) Alcoholic beverages;
- d) Consumable items taken from mini bars in an accommodation establishment;
- e) Personal phone calls;
- f) Private travelling;
- g) Internet connectivity for private purposes at accommodation establishments, airports and other public places;
- h) Overweight and, or over-limit baggage expenses, unless it is due to official business purposes;

- i) Fees incurred to access the health club or fitness centres of accommodation establishments; and
- j) Any other expenses not directly related to official business.

15.4. **Domestic trips longer than 24 Hours**

- 15.4.1. Allowances for domestic official business trips apply when travellers are away from their place of work for 24 hours or longer. It is recorded hourly thereafter.
- 15.4.2. The calculation of the allowance will take effect from the hour that the traveller departs from his or her place of work or residence (whichever one is the latest) and will end on the hour when the traveller arrives back at his or her place of work or residence (whichever is the earliest) on a pro-rata basis.
- 15.4.3. When a traveller stays in an accommodation establishment that does not provide meals or does not provide special dietary requirements such as Halaal or Kosher, he or she may claim a Subsistence Allowance as per paragraph 15.4.5 below.
- 15.4.4. The institution must apply the double claiming exclusion in paragraph 15.1.10 above to all allowances. The institution may not pay the traveller's actual meal expense claim where the meals are included in accommodation arrangements. Reimbursement of claims is not permitted where breakfast and, or, dinner is included in the accommodation rate.
- 15.4.5. Subsistence allowances claimed by the travellers must be done in terms of the institution's procedures. The Minister for the Public Service and Administration determines with effect from 1 April every year, the maximum subsistence and camping allowances payable. These tariffs for domestic travel are prescribed in terms of Part XII and XIII of PSCBC Resolution 3 of 1999. These allowances are:
 - 15.4.5.1. *Special daily allowance / Incidental cost allowance*
A special daily allowance is paid to compensate for incidental expenses. In this case, Travellers may claim reasonable actual expenses for meals. Supporting evidence is required as proof of actual expenditure or as determined by the Institutional Policy;
 - 15.4.5.2. *Camping Allowance*
Camping allowance as per PSCBC Resolution No. 3 of 1999 Part XIII and annually revised by DPSA.
- 15.4.6. Travellers are to take note that any expenses claimed in excess of the SARS published rates are taxable.

15.4.7. If a traveller makes use of private accommodation while on an official business trip, the institution compensates the traveller as per paragraph 13.5 above.

15.4.8. Reasonable actual expenditure for meals³⁴ may be claimed in the following circumstances:

Breakfast

- If it is not included in the Accommodation arrangements; and, or,
- If the Traveller leaves his or her residence or Place of Work before 06h00.

Lunch

- Lunch may only be claimed if it is not provided by the host.

Dinner

- If it is not included in the Accommodation arrangements; and, or,
- If the Traveller returns to his or her residence or Place of Work after 20h00.

15.5. **Domestic Trips Less than 24 Hours**

15.5.1. When an employee is away for a day but not a night, no subsistence allowance is payable.

15.5.2. When an official business trip is less than 24 hours, the employee may claim reasonable actual expenses for meals, liquid refreshments, and other expenses upon presentation of the original supporting documentation or receipts.

15.5.3. Other expenses such as, the usage of private vehicles, parking, toll fees and other costs as well as the use of public transport, e.g. Gautrain, may be considered for reimbursement.

15.5.4. In cases where meals are not provided by the host, reasonable actual expenditure for meals may be claimed under the following conditions:

- a) Three meals, where the traveller leaves his or her place of work or residence before 06h00 and only returns to his or her place of work or residence after 20h00.
- b) Two meals, if the total duration of the official business trip is more than eight hours but less than 14 hours;

³⁴ Proof of actual expenses to be included when submitting a claim.

- c) One meal, if the total duration of the official business trip is more than four hours but less than eight hours.

15.5.5. The traveller must submit proof of the expenditure and must have the claim approved according to the institutional travel policy and, or procedures.

15.5.6. Receipts for meals must be kept and must be attached to the claim form.

15.5.7. In cases where receipts are lost, the traveller must submit an affidavit in terms of paragraph 9.10 above.

15.6. **International Trips**

15.6.1. The Minister for the Public Service and Administration determines, in terms of section 3(5)(a) and 5(6)(b) of the Public Service Act, 1994, read with the Public Service Regulations, the daily allowances in respect of certain countries for official visits abroad that will be effective 1 April of each year.

15.6.2. For international travel, the different allowance rates for the different destination countries are annually disclosed in the Financial Manual³⁵ issued by the DPSA and annually gazetted by SARS.³⁶ Institutions may use either of these documents when calculating the allowance.

15.6.3. The foreign daily allowance of the country of destination must be utilised to calculate the allowance.

15.6.4. Allowances for international travel must be calculated where the traveller is away from his or her place of work for 24 hours or longer, and hourly thereafter. The calculation of the allowance shall take effect three hours before flight departure and shall end three hours after the return flight has landed.

15.6.5. If the traveller travels from the country of destination to another country, the foreign daily allowance of the next country of destination is payable from the time that the

³⁵ Financial Manual for the Purposes of the Calculation and Application of Allowances and Benefits, July 2016, Annexure A: Accommodation on Official Journeys outside the Republic of South Africa. The Institution must refer to the Financial Manual published by the Department of Public Service and Administration (DPSA) and the Circulars on the DPSA website for the latest adjustments prior to implementing the allowances in the Table. https://www.dpsa.gov.za/policy-updates/nlrrm/remuneration_policy/dpsa_financial_manual/

³⁶ Determination of the Daily Amount in respect of meals and incidental cost for the purposes of Section 8(1)(a)(i)(bb) of the Income Tax Act , No 58 of 1962) – Gazetted annually by SARS.

traveller departs from the first country of destination, up to when the traveller departs from the next country of destination.

- 15.6.6. When a traveller returns to South Africa from abroad, a South African daily allowance (equal to the amount in respect of meals as well as incidental expenditure), will be payable to the traveller, from his or her departure out of the last country of destination up to three hours after the return flight has landed.
- 15.6.7. If a flight to the country of destination is not a direct flight and the traveller will have to spend a period of time in transit in a country other than the country of destination, the foreign daily allowance applicable to the country of destination, is payable to the traveller.
- 15.6.8. The purpose of the foreign daily allowance is to reimburse a traveller for expenditure in respect of meals and incidental expenditure (e.g. tips/gratuities, private telephone calls, newspapers, and refreshments) and is payable to all officials up to the organisational level of Deputy Directors-General of departments, officials reporting directly to the AO/AA of a constitutional institution, and officials reporting directly to the CEO of a public entity.
- 15.6.9. The foreign daily allowance as set out in the Financial Manual, is payable to travellers (irrespective of rank) accompanying a Minister or Deputy Minister or a traveller who accompanies the Minister, Deputy Minister or Head of Department for the period that he or she accompanies the Minister, Deputy Minister or Director-General on their travels to reimburse the employee for expenditure in respect of meals and incidental expenditure.
- 15.6.10. The institution must apply the double-claiming exclusion in paragraph 15.1.10 above to all allowances. For international travel, the institution may not pay the traveller's actual expense claim where it is covered in terms of an allowance. Meals included in accommodation arrangements will be excluded from the allowance e.g. reimbursement of claims is not permitted where breakfast and, or, dinner is included in the accommodation rate.
- 15.6.11. When expenditure on accommodation is wholly covered by public funds, the traveller is compensated on the following basis:
 - a) In the event of official visits to the countries listed:
 - (i) The reasonable actual expenses in respect of accommodation, dry cleaning and laundering as per paragraph 13.4.5 above; and

- (ii) A special daily allowance to compensate for the traveller's three meals and incidental expenses (e.g. reading matter, private telephone calls and soft drinks which do not form part of meals).
- b) In the case of official visits to the countries that are not listed in the table published on an annual basis, the traveller may claim the following:
 - (i) The reasonable actual expenses in respect of accommodation, dry cleaning and laundering as per paragraph 13.4.5 above;
 - (ii) the reasonable actual cost of three meals per day; and
 - (iii) a special daily allowance, equal to the special daily allowance for local official visits when actual expenses are claimed, to defray incidental expenses (reading material, private phone calls, soft drinks which do not form part of meals, etc.).

15.6.12. The amounts set out in the Financial Manual per country are maximum amounts. When accommodation expenditure and related expenses are wholly or partially sponsored by the host, or where part of the meals (e.g. breakfast included in hotel accommodation expenses) is paid by the institution the payment of a reduced special daily allowance may be considered.

15.6.13. Provision must be made in the institution's relevant policy for the payment of such reduced amounts. Institutions may consider the following breakdown of the special daily allowance to determine the reduced special daily allowance to be paid:

- a) Breakfast: 20%
- b) Lunch: 20%
- c) Dinner: 45%
- d) Incidental expenses: 15%. This covers tips, newspapers, room service, private telephone calls and soft drinks that are not part of Meals.

15.6.14. Exchange Rates

- a) The rand value of expenses relating to the journey may be calculated using the exchange rate utilised by commercial banks to sell the currency concerned on the day on which the traveller departs abroad.
- b) If the traveller is of the opinion that the date utilised for the calculation of the rand value of the expenses claimed, is prejudicial to him or her and there are sound reasons as to why another date should be utilised in his or her case and that another date should be utilised for the calculation of the rand value of a particular expense incurred in connection with the journey, the traveller may,

before he or she submits the claim, apply in writing to the relevant Delegated Official that another date be used and set out reasons for the request.

- c) Losses suffered by a traveller due to an unfavourable exchange rate at the conversion of foreign currency upon his or her return from a journey abroad, are regarded as expenses relating to the journey abroad and may be claimed by the employee as part of his or her claim.
- d) In calculating the rand value of losses suffered as a result of the conversion of Rands to foreign currency and vice versa, the losses suffered will be limited to the maximum amount approved for the journey (excluding expenses incurred before the journey). Losses suffered in relation to private money taken by the employee additional to such maximum amount will be for the account of the employee.

15.7. **Travel Advances**

- 15.7.1. To avoid undue hardship to travellers, the institution may grant travel advances to qualifying travellers to defray S&T costs.
- 15.7.2. Travel advances may be calculated for meals, private transportation and accommodation cost if not booked via the TMC.
- 15.7.3. Travel advances for domestic travel are not encouraged but may, under exceptional circumstances and with written motivation, be approved by the AO/AA or delegated official.
- 15.7.4. It is recommended that, where possible, a travel advance be approved by the authorising official, not less than seven working days prior to the official business trip.
- 15.7.5. It is recommended that travel advances not be paid out more than three days prior to departure.
- 15.7.6. For international travel, the institution may facilitate the procurement of foreign currency upon receipt of the approval.
- 15.7.7. The AO/AA or delegated official must approve the need for travel advances that are included in the financial implication of all submissions.
- 15.7.8. The AO/AA or delegated official may approve any additional items, apart from the Special Daily Allowance or Fixed Daily Allowance, as part of the travel advance.
- 15.7.9. Travel advances will not be issued to travellers with any outstanding travel advances, or as determined by the institution's relevant policy.

- 15.7.10. All claims in respect of S&T, where a travel advance was issued, must be submitted for reconciliation within a period determined by the institution (e.g.10 days) after the traveller has returned to the place of work.
- 15.7.11. In the event that a claim is less than the travel advance, the traveller must repay the difference in line the institution's relevant policy
- 15.7.12. In the event that a claim is more than the travel advance, the institution must reimburse the difference to the traveller in line with the institution's relevant policy..
- 15.7.13. If a travel advance was granted to an official for official business travel abroad, it is recommended that the spot exchange rate at the date of each transaction claimed be used for the calculation of the claim. Where it is impractical to do so, a rate that approximates the actual rate at the date of the transaction may be used, for example, an average exchange rate for a week or month.
- 15.7.14. If an official business trip is cancelled and the traveller does not pay the full travel advance amount to the institution after the cancellation date, the amount may be deducted from the traveller's salary, subject to applicable prescripts.

15.8. **Kilometre Travel Claims**

- 15.8.1. Travel costs may be claimed if an official is required to use his or her own vehicle to carry out the business of the institution. Refer to paragraph 14.4 and 14.5 aboveon the use of privately-owned vehicles.
- 15.8.2. All travel kilometres claimed must be based on the actual distance travelled.
- 15.8.3. Google maps or alternative navigators can be accessed on the web to determine the distance between the place of work (office) or place of residence and the place of duty (destination). This provides a guideline when determining actual kilometres travelled.
- 15.8.4. The traveller must attach the kilometre calculation to the claim form setting out the expenditure claimed to verify that the kilometres claimed are reasonable. The traveller may attach proof of a reputable map (e.g. Google maps), confirming the distance travelled.
- 15.8.5. If a traveller (other than a senior manager or a middle manager who is receiving a car allowance as per paragraph 14.5 above) uses his or her own private vehicle to carry out official business duties, the traveller will be compensated for the official kilometres travelled, either according to the Tariffs for the Use of Motor Transport, as

determined by the Department of Transport or the SARS kilometre rates, whichever is applicable to the institution.

15.8.6. Kilometres travel claims must be submitted within a specified period, as determined by the institution's relevant policy, after the traveller has returned to the place of work.

15.9. **Submission of Claims**

15.9.1. It is advised that all claims for S&T be submitted within a specified period as determined in the institution's relevant policy.

15.9.2. Notwithstanding paragraph 14.9.1, a motivation for late submission may be considered for approval by the AO/AAM or delegated official provided that:

15.9.2.1. The circumstances that led to the late submission were unforeseeable and beyond the control of the traveller; and, or

15.9.2.2. The traveller had back-to-back or continuous official business trips and or took a leave of absence during or immediately after the official business trip.

15.9.3. Travellers must submit claims related to a specific financial year within that particular financial year, or as determined by the institution, as per paragraphs 14.9.1 and 14.9.2. Only claims arising in March of a particular financial year will be considered for payment in the following financial year.

15.10. **Sponsored Official Trips - Domestic and International**

15.10.1. Travel arrangements wholly or partly paid for through external resources (for example, donor-funding or funding provided by international or foreign institutions) are exempt from these guidelines.

16. TRAVELLER HEALTH AND SAFETY

16.1. It is the duty of the traveller to ensure that he or she is aware of and, or, complies with any health requirements and recommended precautions relevant to his or her travel.

16.2. Should it be confirmed that vaccinations may be necessary, the traveller must consult his or her doctor or travel clinic prior to commencing travel, to ensure that the necessary vaccinations are administered.

16.3. The institution will reimburse the official for costs related to visiting a travel clinic for all authorised official business trips. When submitting a claim, the institution will reimburse the official only if proof is provided for the costs incurred.

- 16.4. The traveller must show proof of the required vaccinations to enter the specific country. If the traveller fails to obtain the required vaccinations and the official business trip fails as a result thereof, the institution must settle the account, and if the traveller is found liable, recover the amount from the traveller.
- 16.5. The traveller must carry the necessary vaccination document with him or her at all times.
- 16.6. Pregnant women are advised to consult their doctors before a flight.

17. TRAVEL INSURANCE

- 17.1. Travellers must familiarise themselves with the relevant terms of the institution's Insurance Policy before embarking on their journey and must always adhere to it.
- 17.2. The following arrangements are applicable to:
 - 17.3. **Medical Insurance**
 - 17.3.1. In the case of sickness or injury on duty during a domestic official business trip, the traveller is responsible for his or her own medical expenses, subject to the rights of the traveller in terms of COIDA (Act No. 130 of 1993), the Defence Act No. 42 of 2002, the Military Pension Act No. 84 of 1976 and the Military Veterans Act No. 18 of 2011.
 - 17.3.2. For international travel, the institution will arrange insurance cover that includes medical and other related travel expenses.
 - 17.3.3. The institution may reimburse the traveller for expenditure in respect of medical insurance, provided that proof of payment of the expenditure is attached to the claim.
 - 17.3.4. The employee may be reimbursed for actual medical expenditure incurred during or as a result of an official journey abroad, that is not covered by medical insurance, provided that proof of payment of the expenditure is attached to the claim. Expenditure for medication will only be reimbursed upon production of a script by a medical practitioner.
 - 17.3.5. Travel Insurance in the form of the business complete cover shall be arranged for all travellers travelling abroad to cover the traveller for the entire period he/she is overseas on official business against death, personal accidents, inconvenience, medical and related expenses, and assistance services. Travellers may claim any

excess costs incurred out of their own pocket that are not covered by the travel insurance.

17.3.6. The travel insurance must be suspended when a traveller extends his/her official travel for personal reasons.

17.4. **Baggage Insurance**

17.4.1. Each institution carries its own risk and do, therefore, not offer insurance cover for official business domestic trips. Each case of loss or damage will be considered on its own merit.

17.4.2. In the case of damage to, or loss of, a traveller's property (excluding vehicles), the institution may consider each case on its own merit to compensate the traveller in terms of the institution's policy and procedure on losses and claims, if the damage or loss is not covered in terms of the service provider's or the traveller's own insurance policy.

17.5. **Car Insurance**

17.5.1. The State shall bear its own damage and accident risks related to the material damage to a vehicle (institution's vehicle or rental vehicle). If a traveller sustains bodily injury or death arising from a motor vehicle accident in South Africa, an official will be entitled to the benefits provided for and prescribed in COIDA (Act No. 130 of 1993). Travellers may also be entitled to claim from the Road Accident Fund.

17.5.2. The institution self-insures vehicles rented for official purposes in South Africa. It is recommended that a traveller decline³⁷ all waivers the Car Rental Company offers, unless the institution's relevant policy requires the traveller to accept the insurance waivers provided by the car rental company.

17.5.3. Whenever a vehicle is rented in any country outside of the Republic of South Africa, it is recommended that travellers accept the Comprehensive Motor Vehicle Insurance (Collision and Damage Waiver, Theft Waiver and Personal Liability) offered by Car Rental companies.

³⁷ Declining the waivers makes the Institution fully liable for all damages incurred.

17.5.4. In the event of an accident, where a traveller is physically and legally able to, it is advised that the traveller notify the Car Rental Company immediately and report the accident within 24 hours at the nearest police station to obtain a case number. The traveller must notify the institution and the TMC. The traveller must complete the incident report required by the Car Rental Company within the period specified, failing which, the traveller may be held responsible for all damage charges. The traveller must file the same accident report with his or her institution.

17.5.5. Private vehicles utilised for official business trips are to be insured by the owner of the vehicle. Wear and tear on the vehicle including the replacement of tyres due to mileage is included in the rate per kilometre determined by the Tariffs for the use of Motor Transport as determined by the Department of Transport, or the SARS rate, as elected by the institution.

18. LOYALTY PROGRAMMES AND UPGRADES

18.1. Travellers may join the loyalty programmes on offer from airlines, accommodation establishments and Car Rental Companies with which the National Treasury and, or the institution has agreements in place. Travellers can use the accrued benefits of such programmes for their own benefit.

18.2. The fact that the institution and, or, any traveller is a member of a Loyalty Programme must not override the principle to procure at the best possible price, unless otherwise determined by the corporate agreement with the travel service provider. If this principle is violated, the traveller may be liable, and the institution may take disciplinary steps.

18.3. Certain loyalty programmes require a once-off or an annual subscription fee. These membership fees will be for the traveller's own personal account and the institution may not reimburse a traveller for any membership fees.

18.4. Although the TMC may record the loyalty programme number of the traveller when making a reservation at the relevant travel service provider, the traveller is responsible for the management, tracking and redemption of his or her loyalty rewards.

18.5. If there is a specific business need to upgrade the class of travel for any member of a group to travel with a more senior official, it is subject to prior approval by the AO/AA or delegated official.

- 18.6. A traveller may not demand an upgrade from any travel service provider. Upgrades due to personal preference will be for the traveller's own account.
- 18.7. The traveller is allowed to accept an upgrade, in the event that a travel service provider offers an upgrade, at no additional cost.

19. LEISURE EXTENSIONS

- 19.1. For purposes of paragraph 18.1.2, private travel requests to the appointed TMC must be indicated as such and must be settled directly with the TMC in the traveller's own private capacity.
- 19.2. Personal travel may be combined with an official business trip if it does not conflict with the conduct of the institution's official business and does not lead to additional expenses for the institution. Institutions will not reimburse additional expenses incurred related to the personal travel arrangements. It must be paid by the traveller in his or her own private capacity. If the cost of an air ticket is more expensive, as a result of the flight being booked on a different day to that required by the institution, the difference in cost must be paid by the traveller.
- 19.3. When a traveller extends his or her official business trip to incorporate leisure days and the leisure period (excluding weekends and, or, approved leave), is equal to or exceeds the period of official business travel, the institution deducts fringe benefit tax on behalf of SARS. The tax will be calculated based on the cost of the airfare as apportioned between the period of business travel and the leisure period.
- 19.4. It is the duty of the traveller, to disclose information regarding the leisure portion of the official business trip to the AO/AA or delegated official.
- 19.5. Travellers shall be personally liable for any additional expenses for the extended trip and may not utilise any travel advance issued in respect of the official business trip, to finance the extended trip. Details of the expenditure incurred during the leave period must be excluded from the S&T claim.

20. TAXATION AND RELATED MATTERS

S&T and travel allowance and benefits as provided for in terms of the Income Tax Act, No. 58 of 1962 and, or, any other related Acts must be disclosed on an Official's employee's IRP5.

21. TRAVEL GUIDE REVIEW AND GOVERNANCE

21.1. The table below indicates the responsibilities of institutions with regard to the governance of the National Travel Guideline, Institutional Travel Policies, corporate and institutional agreements, and any other travel related services.

Business Activity		Responsibility
1 Governance of the Travel Policy		
1.1	NTG formulation and the amendments thereto.	National Treasury OCPO.
1.2	Institutional Travel Policy formulation and amendments thereto.	AO/AA or as per the Institution's DOA Policy.
2 Corporate and Institutional Agreements		
2.1 Travel Management Companies		
2.1.1	National Treasury Instruction 4 of 2016/17 on the Minimum Bid Specification Requirements for the appointment of TMCs.	National Treasury OCPO.
2.1.2	Appointment of TMCs in terms of prescribed procurement processes, applying the Minimum Bid Specification Requirements.	AO/AA or Delegated Official.
2.2 Providers of Travel related Services		
2.2.1	Corporate Airline Agreements: – Negotiation and approval of the terms of the agreement.	National Treasury OCPO.
2.2.2	Instructions/Guidelines on Cost Containment matters related to Travel	National Treasury OCPO.
2.2.3	Appointment of travel service providers (e.g. Car Rental companies, Shuttle Services, events coordinators, Accommodation establishments) in terms of	In terms of the institution's SCM policy and approved delegations

Business Activity	Responsibility
	prescribed procurement processes.

NATIONAL TRAVEL GUIDELINE

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