



Appointment of a Travel Management Service Provider for a period of three (3) years for the Ports Regulator of South Africa

TENDER BOX ADDRESS:

11th Floor
The Marine Building
22 Dorothy Nyembe Street
Durban
4001

NB: All the bid documents must be submitted to the above address on or before the closing date and time.

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1. INTRODUCTION

- 1.1. Ports Regulator of South Africa ("the Regulator") is a Schedule 3A public entity in terms of the Public Finance Management Act, 1 of 1999 ("PFMA"). The Regulator must fully comply with all the requirements of the PFMA.
- 1.2. The Regulator is an independent body mandated to regulate the National Ports Authority in terms of the provisions of the, National Ports Act, 2005 (Act No. 12 of 2005). In terms of section 30 (1) and (2) of the National Ports Act, the main function of the Regulator is to:
 - a) Exercise economic regulation for the ports system in line with government's strategic objectives;
 - b) Promote equity of access of ports and facilities and service provider by ports;
 - c) Monitor the activities of the National Ports Authority to ensure that it performs its functions in accordance with the act; and
 - d) Hear appeals and complaints contemplated in terms of Section 48 of the Act.
- 1.3. The Regulator currently has a staff complement of twenty-seven (27) in its organogram with 11 board members whom the PRSA is responsible for their travel and accommodation arrangements
- 1.4. The Ports Regulator at a time still to be determined, will transition to the Single Transport Economic Regulator. This move will entail a bigger staff complement.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services for the Ports Regulator of South Africa.-
- 2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Regulator for the provision of travel management services to the Regulator.
- 2.3. This RFP does not constitute an offer to do business with the Regulator, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process for awarding

3. DEFINITIONS

- 3.1. **Accommodation** means the rental of lodging facilities (including Airbnb where feasible) while away from one's place of abode, but on authorised official duty.
- 3.2. **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 07h30 (in alignment with the hours of the service provider) on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

- 3.3. **Air travel** means travel by aircraft on authorised official business.
- 3.4. **Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.
- 3.5. **Bill back** refers to the third party supplier sending the bill back to the Travel Management Company, who, in turn, invoices Ports Regulator of South Africa for the services rendered.
- 3.6. **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 3.7. **Domestic travel** means travel within the borders of the Republic of South Africa.
- 3.8. **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 3.9. **eCommerce** refers to the Government's buy-site for transversal contracts.
- 3.10. **International travel refers** to travel outside the borders of the Republic of South Africa.
- 3.11. **Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the Travel Management Company to which all expenditure is charged.
- 3.12. **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc). (deleted as 3.1 reference is not applicable)
- 3.13. **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 3.14. **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- 3.15. **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- 3.16. **Service Level Agreement (SLA)** is a contract between the Travel Management Company and Ports Regulator of South Africa that defines the level of service expected from the Travel Management Company.

- 3.17. **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 3.18. **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the Travel management Company. These fees include visa fees and courier fees.
- 3.19. **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
- 3.20. **Traveller** refers to a Ports Regulator of South Africa official, consultant or contractor travelling on official business on behalf of the Ports Regulator.
- 3.21. **Travel Management Company or TMC** refers to the Company contracted to provide travel management services (Travel Agents).
- 3.22. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 3.23. **Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
- 3.24. **VAT** means Value Added Tax.
- 3.25. **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Ports Regulator of South Africa by a dedicated consultant to ensure a seamless travel experience.
- 3.26. **Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes.** Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to Ports Regulator of South Africa and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders individuals who wish to submit bids.

- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

- 4.2.1. Ports Regulator of South Africa has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3. Technical Legislation and/or Standards

- 4.3.1. Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

5. BRIEFING SESSION

- 5.1. A non-compulsory virtual briefing and clarification session will be held on Microsoft Teams to clarify to bidder(s) the scope and extent of work to be executed.

Date: 07 November 2025

Time: 10h00 -11h00

Teams Link: [Join the meeting now](#)

Meeting ID: 381 473 243 019 7

Passcode: L2GG9Ci9

6. TIMELINE OF THE BID PROCESS

6.1. The period of validity of bid after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Date
Advertisement of bid on Government e-tender portal / Ports Regulator of South Africa website	30 October 2025
Briefing session and clarification session	07 November 2025
Closing date for bid-related enquiries	10 November 2025
Publication of questions and answers on PRSA website	13 November 2025
Bid Closing Date and Time	21 November 2025 @ 11:00
Notice to bidder(s)	PRSA will endeavour to inform bidders of the progress until conclusion of the tender

6.2. All dates and times in this bid are South African standard time.

6.3. Any time or date in this bid is subject to change at the Regulator's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Ports Regulator of South Africa to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.

6.4. The bidder accepts that, if Ports Regulator of South Africa extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

7.1. The delegated official of Ports Regulator of South Africa may communicate with Bidder(s) where clarity is sought in the bid proposal.

7.2. Any communication to an official or a person acting in an advisory capacity for Ports Regulator of South Africa in respect of the bid between the closing date and the award of the bid by the Bidder(s) is not allowed. Contact must strictly be relating to enquiries regarding the TOR with the delegated official of the Regulator.

7.3. All communication (as outlined above) between the Bidder(s) and Ports Regulator of South Africa must be done in writing.

7.4. Whilst all due care has been taken in connection with the preparation of this bid, Ports Regulator of South Africa makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during

the bidding process is, or will be, accurate, current or complete. Ports Regulator of South Africa, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

- 7.5. If a Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Regulator (other than minor clerical matters), the Bidder(s) must promptly notify the Regulator in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Regulator an opportunity to consider what corrective action is necessary (if any).
- 7.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Regulator will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.7. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

- 8.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

9. COUNTER CONDITIONS

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

10. FRONTING

- 10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist.

10.3. Failure to do so within a period of 14 days from date of notification may invalidate the bid contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Ports Regulator of South Africa may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

11.1. The Ports Regulator of South Africa reserves the right to conduct supplier due diligence prior to final award. This includes site visits and requests for additional information, verification of reference letters etc.

12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be deposited in the tender box at 11th Floor, The Marine Building, 22 Dorothy Nyembe Street, Durban, 4001 on or before the closing date and time.

12.2. Bid documents will only be considered if received by and/or before the closing date and time to the Regulator.

12.3. The bidder(s) are required to submit the bid proposal in Files (original and copy). Original and copy must be marked correctly and sealed separately for ease of reference during the evaluation process. The bidders are also required to include a USB with the same information as the original copy.

File 1 (Original)	File 2 (Similar Copy As File 1)
Mandatory requirements: Technical Responses and Bidder Compliance Checklist for disqualifying documents on Paragraph 18- Page 21 of 32	Mandatory requirements: Technical Responses and Bidder Compliance Checklist for disqualifying documents on Paragraph 18 - Page 21 of 32
Stage 1: Functionality Technical Responses and Bidder Compliance Checklist for functional Evaluation Supporting documents for technical responses. (Refer to Section – Stage1: Functional Evaluation Criteria Paragraph 19.2 Page 22-24 of 32	Stage 1: Functionality Technical Responses and Bidder Compliance Checklist for functional Evaluation Supporting documents for technical responses. (Refer to Section – Stage1: Functional Evaluation Criteria Paragraph 19.2 Page 22-24 of 32

File 1 (Original)	File 2 (Similar Copy As File 1)
Stage 2: Demonstration of the proposed system Page 25 - 26 of 32	Stage 2: Demonstration of the proposed system Page 25 - 26 of 32
Stage 3: Price and Specific Goals Pricing Schedule Page 26 of 32	Stage3: Price and Specific Goals Pricing Schedule Page 26 of 32

Bidders are requested to initial each page of the bid documents.

13. PRESENTATION / DEMONSTRATION

13.1. The Ports Regulator requires shortlisted bidders to conduct presentations / demonstrations as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

14.1. The successful bidder will be appointed for a period of three (3) years with certain considerations regarding the transitioning of the Ports Regulator of South Africa into the Transport Economic Regulator to be discussed with the successful bidder.

15. SCOPE OF WORK

15.1. The Ports Regulator is currently using an online booking system. The Departmental users send a request to the PRSA travel co-ordinator for processing. All travel is initiated by the Travel Co-ordinator online.

15.2. The travel request is captured on the system by the travel co-ordinator/s, selection of preferred quote on the system as per the requirements, goes to the Travel Management Company (TMC) for processing. Once the TMC processed the request, then send it back to the travel co-ordinator/s for support. The request goes through an approval workflow process as per Ports Regulator's Delegation of Authority (DOA). The TMC issue the vouchers to travel co-ordinator/s and traveller/s via applicable communication platforms e.g. SMS, e-mails.

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

- a) Provide the Ports Regulator with an online travel management service (inclusive of accommodation & shuttle services) that is consistent and reliable and that will provide and maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for Ports Regulator of South Africa in terms of travel services without any degradation of services.

- c) Appropriately contain the Ports Regulator of South Africa's risk and the traveller's risk.

16. Service Requirements

16.1. General

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

- 16.1.1. The travel services will be provided to all Travellers travelling on behalf of the Ports Regulator of South Africa, both locally and internationally. This will include employees and contractors, consultants, clients and any other person where the agreement is that Ports Regulator of South Africa is responsible for the arrangement and cost of travel.
- 16.1.2. Provide travel management services during normal office hours (Monday to Friday 07h30 – 17h00) and provide after hours as well as emergency services.
- 16.1.3. Familiarisation with current Ports Regulator of South Africa travel business processes.
- 16.1.4. Familiarisation with current travel suppliers and negotiated agreements that are in place between Ports Regulator of South Africa and third parties. Assist with further negotiations for better deals with travel service providers.
- 16.1.5. Familiarisation with current National Treasury Travel Guideline / Policy and implementations of controls to ensure compliance and ensure adequate compliance with new rules and regulations.
- 16.1.6. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account.
- 16.1.7. Provide a facility for Ports Regulator of South Africa to update their traveller's profiles.
- 16.1.8. Manage the third-party service providers by addressing service failures and complaints.
- 16.1.9. Consolidate all invoices from travel suppliers and provide monthly statements and summaries to the Regulator.
- 16.1.10. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

16.2. Reservations

The Travel Management Company will:

- 16.2.1. Receive travel requests from travel co-ordinator/s, respond with quotations, availability and confirmations. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send

it to the travel coordinator/s and traveller via the agreed communication medium (SMS and Emails).

- 16.2.2. Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel coordinator/s.
- 16.2.3. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary via the agreed communication medium (SMS and Emails).
- 16.2.4. Obtain a minimum of three (3) price comparisons/quotations for all travel requests where the routing or destination permits for conference and bulk bookings
- 16.2.5. Book the negotiated discounted fares and rates where possible.
- 16.2.6. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- 16.2.7. Book parking facilities at the airports where required for the duration of the travel.
- 16.2.8. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- 16.2.9. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- 16.2.10. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- 16.2.11. Advise the Traveller of all visa and inoculation requirements well in advance.
- 16.2.12. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- 16.2.13. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- 16.2.14. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- 16.2.15. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- 16.2.16. Also note that Visa/passports/Vaccine/Forex applications will be the responsibility of the Travel Management Company; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- 16.2.17. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Ports

Regulator of South Africa are non-commissionable, where commissions are earned for Ports Regulator of South Africa bookings all these commissions should be returned to Ports Regulator of South Africa on a quarterly basis.

16.2.18. Ensure confidentiality in respect of all travel arrangements concerning all persons requested by Ports Regulator of South Africa.

16.2.19. Timeous submission of proof that services have been satisfactorily delivered (invoices from their suppliers) as per Ports Regulator of South Africa's instructions

16.3. Air Travel

16.3.1. The Travel Management Company must be able to book full-service carriers as well as low cost carriers.

16.3.2. The Travel Management Company will book the most cost-effective airfares possible for domestic travel.

16.3.3. For regional and international flights, the airline which provides the most cost effective and practical routings may be used.

16.3.4. The Travel Management Company should obtain minimum of three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

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

16.3.6. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

16.3.7. The Travel Management Company will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.

16.3.8. The Travel Management Company will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

16.3.9. The Travel Management Company must, during their reporting period, provide proof that bookings were made against the discounted rates on the published fares where applicable.

16.3.10. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.).

The TMC will assist with travel insurance for international trips where required.

16.4. Accommodation

- 16.4.1. The Travel Management Company will obtain price comparisons and quotations within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- 16.4.2. The Travel Management Company will be expected to obtain price quotations comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- 16.4.3. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house, Bed & Breakfast or Airbnb) in accordance with Ports Regulator of South Africa 's travel policy.
- 16.4.4. Ports Regulator of South Africa travellers may only stay at accommodation establishments with which Ports Regulator of South Africa has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the Travel Management Company will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the Ports Regulator of South Africa.
- 16.4.5. Accommodation vouchers must be issued to all Ports Regulator of South Africa travellers for accommodation bookings and must be invoiced to Ports Regulator of South Africa as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 16.4.6. The Travel Management Company must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- 16.4.7. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

Confirmation of accommodation bookings must be communicated electronically to the travellers (SMS and email)

16.5. Car Rental and Shuttle Services

- 16.5.1. Travel Management Company will utilise their own database for car rental and shuttle services.
- 16.5.2. The Travel Management Company will book the approved category vehicle in accordance with the National Treasury Guideline with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- 16.5.3. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 16.5.4. Travel Management Company may offer alternative ground transportation to the Traveller that may include rail, buses, transfers and any other available transport in the international destinations.

- 16.5.5. The Travel Management Company will book transfers in line with the Ports Regulator of South Africa Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 16.5.6. The Travel Management Company should manage shuttle database on behalf of the Ports Regulator of South Africa and ensure compliance with minimum standards. The Travel Management Company should also assist in negotiating better rates with relevant shuttle companies.
- 16.5.7. The Travel Management Company must, during their reporting period, provide proof that negotiated rates were booked, where applicable.

The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, the pre and post inspections of vehicles, E-tolls, refueling, keys, rental agreements, damage and accidents etc.

16.6. After Hours and Emergency Services

- 16.6.1. The Travel Management Company must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 16.6.2. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- 16.6.3. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 07h30) and twenty-four (24) hours on weekends and Public Holidays.
- 16.6.4. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 16.6.5. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.
- 16.6.6. The Travel Management Company must as and when required arrange accommodation for conferences/workshops or meetings.
- 16.6.7. The indirect service fee for booking conference/ workshop/meeting venues will be payable as and when required by the Regulator.

16.7. Communication

- 16.7.1. The Travel Management Company may be requested to conduct workshops and training sessions for the Travel Coordinator/s (TCO) of Ports Regulator of South Africa.
- 16.7.2. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 16.7.3. The Travel Management Company must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator/s, Travel Management Company in one smooth continuous workflow.
- 16.7.4. Only delegated official/s will have access to confidential individual information and travel reports from the TMC.

16.8. Financial Management

- 16.8.1. The Travel Management Company must implement the rates negotiated by Ports Regulator of South Africa with travel service providers or the discounted air fares, or the maximum allowed rates established by the National Treasury where applicable.
- 16.8.2. The Travel Management Company will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Ports Regulator of South Africa for payment within the agreed time period.
- 16.8.3. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 16.8.4. The Travel Management Company will be required to offer a 30-day bill-back account facility to institutions as a lodge card won't be offered. 'Bill back', refers to the supplier sending the bill back to the Travel Management Company, who, in turn, invoices Ports Regulator of South Africa for the services rendered. The Ports Regulator will not offer a Travel Lodge Card.
- 16.8.5. Where pre-payments are required for Bed & Breakfast /Guest House facilities/Air BnB, these will be processed by the Travel Management Company. These are occasionally required at short notice and even for same day bookings.
- 16.8.6. Consolidate Travel Supplier bill-back invoices.
- 16.8.7. The Travel Management Company is responsible for the consolidation of invoices and supporting documentation to be provided to Ports Regulator of South Africa on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 16.8.8. Ensure Travel Supplier accounts are settled timeously within 30 days.

16.9. Technology, Management Information and Reporting

- 16.9.1. The Travel Management Company must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 16.9.2. The Travel Management Company must have an Online Booking System / Tool to facilitate domestic and international.
- 16.9.3. All management information and data input must be accurate.
- 16.9.4. The Travel Management Company will be required to provide the Ports Regulator of South Africa with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- 16.9.5. Reports must be accurate and be provided as per Ports Regulator of South Africa's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 16.9.6. Ports Regulator of South Africa may request the Travel Management to provide additional management reports.
- 16.9.7. Reports must be available in an electronic format for example Microsoft Excel/online.
- 16.9.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

16.10. Travel:

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel beyond business purpose at no additional cost to the PRSA;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy/exceptions.

16.11. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's and debtor's ageing report;
- c) Creditor's and debtor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;

- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

16.11.1. The Travel Management Company will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

16.12. Account Management

16.12.1. An Account Management structure should be put in place to respond to the needs and requirements of the Ports Regulator of South Africa and act as a liaison for handling all matters about delivery of services in terms of the contract.

16.12.2. The Travel Management Company must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Ports Regulator of South Africa's account.

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

16.12.4. A complaint handling procedure must be implemented to manage and record the compliments, complaints and afterhours requests of the Travel Management Company and other travel service providers.

16.12.5. Ensure that the Ports Regulator of South Africa's Travel Policy is enforced.

16.12.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the Travel Management Company.

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

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

16.13. Value Added Services

16.13.1. The Travel Management Company must provide the following value-added services:

- a) Destination information for regional and international destinations;
- b) Health warnings;
- c) Weather forecasts;
- d) Places of interest;
- e) Visa information;
- f) Travel alerts;

- g) Location of hotels and restaurants;
- h) Information including the cost of public transport;
- i) Rules and procedures of the airports;
- j) Business etiquette specific to the country;
- k) Airline baggage policy; and
- l) Supplier updates

16.13.2. Electronic voucher retrieval via web and smart phones;

16.13.3 SMS notifications for travel confirmations;

16.13.4 Travel audits;

16.13.5 Global Travel Risk Management;

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

16.14. Cost Management

16.14.1. The National Treasury cost containment initiative and the Ports Regulator of South Africa's Travel Policy is establishing a basis for a cost savings culture.

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

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

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

16.15. Quarterly and Annual Travel Reviews

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

16.15.2. Annual Reviews are also required to be presented to Ports Regulator of South Africa's Senior Executives.

16.15.3. These Travel Reviews will include without limitation the following information

16.15.4. Institution to list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

16.16. Office Management

16.16.1. The Travel Management Company to ensure high quality service to be always delivered to the Ports Regulator's travellers. The Travel Management Company is required to provide the Ports Regulator with highly skilled and qualified human resources of the following roles but not limited to:

- Junior (dedicated) Consultant, with a minimum of three (3) years' relevant experience
- Dedicated Admin Back Office (Creditors / Debtors/Finance Processors), with a minimum of three (3) years' relevant experience

17. PRICING MODEL

17.1. NB: PRICING SCHEDULE CONTAIN FORMULAS THEREFORE IT MUST BE COMPLETED ON THE COMPUTER RATHER THAN BY HAND

17.2. Transaction Fees

17.2.1. Refer Annexure A3: Pricing Schedule

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

17.3. Volume Driven incentives

17.3.1. No override commissions earned through the Ports Regulator of South Africa reservations will be paid to the Travel Management Companies;

17.3.2. An open book policy will apply, and any commissions earned through the Ports Regulator of South Africa volumes will be reimbursed to Ports Regulator of South Africa.

17.3.3. Travel Management Companies are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

18. MANDATORY REQUIREMENTS

18.1. Failure to submit/attach proof of the following with the proposal will disqualify the bidder's proposal:

18.1.1. A resolution authorizing a person to sign the bid documents (Full completion and or resolution on company letterhead).

- 18.1.2. Bidder must be a member of ASATA (Association of Southern African Travel Agents) attach proof of registration (letter of good standing or copy of valid certificate).
- 18.1.3. Bidder must be a member of IATA (International Air Transport Association), attach proof of registration (letter of good standing or copy of valid certificate).
- 18.1.4. Bidders are required to submit proof of registration with National Treasury Central Supplier Database (CSD) in a form of CSD Report.
- 18.1.5. Bidders are required to submit completed Standard Bidding Documents (SBD's).

19. EVALUATION AND SELECTION CRITERIA

19.1. This bid shall be evaluated in three (3) stages.

- Stage 1: Bids will be evaluated on functionality
- Stage 2: Bids will be evaluated on presentation and demonstration
- Stage 3: Bidders will be evaluated on price and specific goals.

19.2. Stage 1 – Evaluation of Functionality

The functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	SCORE
Company Experience	Demonstrate the /bidder's ability to execute the travel management services in a both public and private sector-based environment by demonstrating successfully completed/running contracts - Confirmation not older than five years. NB: Each contract must have ran/completed work for a period of at least 1 year. The bidder must provide Proof of Evidence (POE); at least three (3) minimum current or previous contracts. Reference letter under the client-company letter head that confirms that the Company is managing or has previously managed such contract. (Signed reference letters from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.) • 5 or more contracts: scores 15 • 3 - 4 contracts: scores 5 • 1 - 2 contract: scores 3	15

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	SCORE
Business Relations with various hotel/lodges	Bidders are required to submit confirmation letters with letterheads from hotels/lodges that they have healthy business relationships. (e.g. good standing) - Confirmation not older than five years - Good Business relations with 6 or more Hotels/lodges: scores 20 - Good Business relations with 5 Hotel/lodges; scores 15 - Good Business relations with 4 Hotel/lodges; scores 10 - Good Business relations with 3 Hotel/lodges; scores 5	20
Business Relations with various car rental companies	Bidders are required to submit signed confirmation letters on letterheads from the car rental companies that they have healthy business relationships. (good standing) - Confirmation not older than five years - Good Business relation with 5 or more car rental companies: scores 15 - Good Business relation with 4 car rental companies: scores 10 - Good Business relation with 3 car rental companies: scores 8 - Good Business relation with 2 car rental companies: scores 6 - Good Business relation with 1 car rental companies: scores 3	15
Key Account Manager in Domestic Travel & Accommodation Services	Key Account Manager with eight (8) years or more experience in managing Domestic Travel and Accommodation Services (Attach a CV with certified qualifications.) - Above 8 years = 15 - Above 5 years – below 8 years = 10 - Above 1 year – below 5 years = 5 1 year and below = 1	15
Technical team	Composition of key technical team to be utilized in the execution of the contract consists of the following professions: Attach copies of relevant CV's for each, clearly indicating a detailed profile of their previous work experience, with a minimum of three (3) years' relevant experience for each profession Junior (dedicated) Consultant, with a minimum of three (3) years' relevant experience score 10	15

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	SCORE
	Admin Back Office (dedicated) (Creditors / Debtors/Finance Processors), with a minimum of three (3) years' relevant experience score 5	
Total		80

Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 60 points of 80 points.

Stage 2 –Presentation and demonstration of the systems

The applicable values that will be utilized when scoring each criterion ranges are listed below: Presentation must not exceed 60 minutes

Rating Scale:

Rating	Definition	Points
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1

Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0
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Presentations / Demonstration Evaluation Criteria:

Criteria	Guideline	Maximum
Presentation	Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved with previous clients. Indicate what items were targeted for maximum cost savings results	5
	Value added Services - Provide information on any value-added services that can be offered to the Ports Regulator of South Africa.	5
	Manage all reservations/ bookings. Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency	5
Demonstration of online booking System	Demonstrate the proposed booking system Functional / operational systems from capturing of request by travel co-ordinator, request for quotations, approval workflow, order creation, invoice, statement printing, back office and analysis/reports as requested by the client at time of demonstration/presentation i. Non - functional operational system – 1 point ii. Partial - functional operational system – 3 points iii. Fully functional operational system- 5 points	5
Total		20

NB Presentation and system demonstration – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 10 points out of 20 points.

The bidder's information will be scored according to the following point system

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A1 – Technical Scorecard	80	60
Presentation and On-site Reference Checks	20	10
OVERALL COMBINED POINTS	100	70

The above criteria are independent to quality for 70 points (obtain from A and B) in order to proceed to stage 3 for Price and specific goals

Stage 3 –Price and Specific Goals

Price and Specific Goals will be evaluated as follows:

- Only Bidders that have met the 70-points threshold in Stage 1 will be evaluated in stage 2 for Price and Specific Goals.
- In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
 - Stage 1 – Price Evaluation (80 Points).
 - Stage 2 –Preference points Evaluation (20 Points)

Preference Points allocation:

- A maximum of 20 points may be allocated to a bidder for attaining their preference points in accordance with the table below:
- The bidders' B-BBEE status must be a Level 1 to score a total of 20 points

20. GENERAL CONDITIONS OF CONTRACT

20.1. Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- 20.1.1. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Ports Regulator of South Africa is prepared to enter a contract with the successful Bidder(s).
- 20.1.2. The bidder submitting the General Conditions of Contract to Ports Regulator of South Africa together with its bid, duly signed by an authorised representative of the bidder.

21. CONTRACT PRICE ADJUSTMENT

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

STATS SA P0141 (CPI), Table E	Table E - All Items
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22. NEGOTIATIONS .

22.1. The Ports Regulator of South Africa reserves the right to negotiate with the bidders prior to award.

23. SERVICE LEVEL AGREEMENT

23.1. Upon award, the Ports Regulator of South Africa and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Ports Regulator of South Africa

23.2. The Ports Regulator of South Africa reserves the right to vary the proposed Service Level Agreement during negotiations with a bidder by amending or adding thereto.

23.3. Bidder(s) are requested to:

- 23.3.1. Comment on draft Service Level Agreement and where necessary, make proposals to the indicators;
- 23.3.2. Explain each comment and/or amendment; and
- 23.3.3. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Agreement for ease of reference.
- 23.3.4. Ports Regulator of South Africa reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Ports Regulator of South Africa or pose a risk to the organisation.

24 SPECIAL CONDITIONS OF THIS BID

24.1.1 The Ports Regulator of South Africa reserves the right:

24.1.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process (based on functionality and presentation scores) , regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

24.1.3 To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.

24.1.4 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

24.2 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bid have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

24.3 The Ports Regulator of South Africa requires bidder(s) to declare.

24.4 In the Bidder's Technical response, bidder(s) are required to declare and confirm that the bidder(s) is to: –

24.4.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of Ports Regulator of South Africa;

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

24.4.3 Act with circumspection and treat Ports Regulator of South Africa fairly in a situation of conflicting interests;

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

24.4.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Ports Regulator of South Africa.

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

24.4.7 To conduct their business activities with transparency and consistently uphold the interests and needs of Ports Regulator of South Africa as a client before any other consideration; and

24.4.8 To ensure that any information acquired by the bidder(s) from Ports Regulator of South Africa will not be used or disclosed unless the written consent of the client has been obtained to do so.

25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- 25.2 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 25.3 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 25.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Ports Regulator of South Africa's officers, directors, employees, advisors or other representatives;
- 25.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 25.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 25.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 25.8 Has in the past engaged in any matter referred to above; or
- 25.9 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 26.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that Ports Regulator of South Africa relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 26.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by Ports Regulator of South Africa against the bidder notwithstanding the conclusion of the Service Level Agreement between Ports Regulator of South Africa and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

27 PREPARATION COSTS

27.1 The Bidder will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Ports Regulator of South Africa, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

28 INDEMNITY

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

29 PRECEDENCE

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

30 LIMITATION OF LIABILITY

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

31 TAX COMPLIANCE

31.1 No bid shall be awarded to a bidder who is not tax compliant unless or that written satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations .

31.2 . The Ports Regulator of South Africa reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant or without written satisfactory arrangements made with South African Revenue Service (SARS) at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Ports Regulator of South Africa, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Ports Regulator of South Africa further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

32 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

33 GOVERNING LAW

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

34 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

35 CONFIDENTIALITY

35.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid will be disclosed by any bidder or other person not officially involved with Ports Regulator of South Africa's examination and evaluation of a bid

35.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid and any other documents supplied by Ports Regulator of South Africa remain proprietary to Ports Regulator of South Africa and must be promptly returned to Ports Regulator of South Africa upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

35.3 Throughout this bid process and thereafter, bidder(s) must secure Ports Regulator of South Africa's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

36 PORTS REGULATOR OF SOUTH AFRICA PROPRIETARY INFORMATION

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

37 AVAILABILITY OF FUNDS

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

38 REQUESTS FOR FURTHER INFORMATION

All enquiries regarding the bid may be directed to the following designated email address:

For bid and technical enquiries, please contact:

SCM Team

Email: tenders@portsregulator.org

Tel: (031) 355 0710

39 PUBLICATIONS

- Etender Portal (National Treasury)
- Ports Regulator of South Africa website
- Advert period: 21 days.
- There will be a virtual non-compulsory briefing session

INVITATION TO BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PORTS REGULATOR OF SOUTH AFRICA (PRSA)

BID NUMBER:	PRSA/BID/2025/26/02	CLOSING DATE:	21 NOVEMBER 2025	CLOSING TIME:	12H00 (midday)
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DESCRIPTION	APPOINTMENT OF A TRAVEL MANAGEMENT SERVICES PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PORTS REGULATOR OF SOUTH AFRICA.
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BRIEFING SESSION	Non-Compulsory Microsoft Teams 07 November 2025 10:00 – 11:00
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE BELOW MENTIONED STREET ADDRESS:

PORTS REGULATOR OF SOUTH AFRICA OFFICES, 11TH FLOOR, THE MARINE BUILDING, 22 DOROTHY NYEMBE STREET, DURBAN, 4001.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	SUPPLY CHAIN MANAGMENT	CONTACT PERSON	SUPPLY CHAIN MANAGMENT
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E-MAIL ADDRESS	tenders@portsregulator.org	E-MAIL ADDRESS	tenders@portsregulator.org
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SUPPLIER INFORMATION

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
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	☐ Yes ☐ No		☐ Yes ☐ No
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
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DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
---	--

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
--	--

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
---	--

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
---	--

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

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), OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

1. LEGISLATIVE FRAMEWORK OF THE BID

- 1.1** All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.
- 1.2** This bid is premised on all Acts and Regulations relevant to public Supply Chain Management in South Africa. These include, inter alia, Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003), Promotion to Access of Information Act, 2 of 2000, Protection of Personal Information Act, 4 of 2013, Preferential Procurement Regulations 2017, Treasury Regulations and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2. GENERAL CONDITIONS OF CONTRACT

- 2.1** The General Conditions of Contract will be applicable to this bid and must be accepted, duly signed or initialed by the authorized representative of the bidder.
- 2.2** All SBD documents must be completed and submitted along with the bid.

3. SPECIAL CONDITIONS OF THE BID

- 3.1** The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the PRSA to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all organs of state including provincial and municipal levels.
- 3.2** National Treasury **Contact Details: 012 406 9222** or email csd.support@treasury.gov.za "Bidders must submit the following requirements; PRSA will not award the contract to any bidder who do not comply with the following requirements and will at its discretion appoint"
- 3.3** A fully completed and signed Tender Document.
- 3.4** False declaration on SBD's documents and any other fields will render the document non-compliance.
- 3.5** PRSA reserves the right:
 - 3.5.1** Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.
 - 3.5.2** To award contract or any part thereof to one or more bidders.
 - 3.5.3** To accept part of a tender rather than the whole tender.

- 3.5.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 3.5.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 3.5.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 3.5.7 To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.
- 3.5.8 Award to multiple bidders to spread the risk.
- 3.5.9 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 3.5.10 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 3.5.11 PRSA will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to PRSA in its Tender or at any stage during this RFP process.
- 3.5.12 The Board and employees of PRSA shall not do any business with PRSA
- 3.5.13 PRSA will, for the purpose of this bid, shortlist Bidders and request presentations or demonstrations from such short-listed Bidders. All costs relating to the preparation of such presentations/ demonstrations will be borne by the Bidders.
- 3.5.14 No faxed or e-mailed bids will be accepted

4. COMMUNICATION WITH BIDDERS

- 4.1 During evaluation of the bids, explanatory/clarity information may be requested in writing from bidders. Replies to such request must be submitted, within twenty -four (24) hours or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

5. CONFIDENTIALITY

- 5.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PRSA's examination and evaluation of a Tender.
- 5.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PRSA remain proprietary to PRSA and must be promptly returned to PRSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

5.3 Throughout this bid process and thereafter, bidder(s) must secure PRSA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

5.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process

6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

6.1 Copyright of all documentation relating to this contract inter-alia, the specifications, SLA, contract, belongs to the PRSA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

6.2 The intellectual property pertaining to any enhancements to the proposed solution will belong to PRSA.

6.3 Service provider shall not use or sell PRSA's developed intellectual property without the prior consent of the PRSA.

6.4 If the service provider would like to use information or data generated by the service, the prior written permission must be obtained from PRSA.

6.5 The Service provider acknowledges and agrees that:

6.5.1 Each provision of clause above is separate, severally and separately enforceable from any other provisions of this agreement and

6.5.2 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement.

6.6 This clause shall survive termination of the contract.

7. SUBMISSION OF PROPOSALS

7.1 All bidders must submit **3 copies –**

7.1.1 **1 x original**

7.1.2 **1 x identical copy to the original**

7.1.3 **Memory stick (1) copy of the bid**, should be handed in/delivered for attention to:
Ports Regulator of South Africa (PRSA), Supply Chain Management

11TH FLOOR, THE MARINE BUILDING, 22 DOROTHY NYEMBE STREET, DURBAN, 4001.

NB: Bidders are to indicate on the cover of each document whether it is the original or a copy.

7.2 Bids should be submitted in a sealed envelope, marked with:

7.2.1 **Bid number – PRSA/BID/2025/26/02**

7.2.2 **Bid Description – APPOINTMENT OF A TRAVEL MANAGEMENT SERVICES PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PORTS REGULATOR OF SOUTH AFRICA.**

7.2.3 **Closing date and time: 20 November 2025 @ 12h00 (midday)**

7.2.4 **The name and address of the bidder**

- 7.3 Bid documents will only be considered if received by the PRSA before the closing date and time, regardless of the method used to send or deliver such documents to the PRSA.
- 7.4 Bids can be delivered between **07h30 to 16h00, Mondays to Fridays**, prior to the closing date and between **07h30 to 12h00 (midday)** on the closing date.
- 7.5 All bids must be submitted on the official forms (not to be re-typed).

8. LATE BIDS

- 8.1 A bid will not be considered if **it arrives a second after 12h00 (midday) or any time thereafter**. Bids arriving late will not be considered under any circumstances.
- 8.2 Bids received late will be left unopened in our premises and bidders will arrange to collect them. Bids submitted late will be recorded as such without being opened.
- 8.3 **Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.**

9. CLARIFICATIONS & COMMUNICATION

- 9.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) from tenders@portsregulator.org on or before Monday, 10 November 2025 @ 16:00.
- 9.2 The **bid number** should be mentioned in all correspondence. All communication between the Bidder(s) and PRSA must be done in writing. **Telephonic requests for clarification will not be accepted**. If appropriate, the clarifying information will be made available to all bidders **by e-mail only, will be uploaded on the PRSA website and ETender Portal**
- 9.3 Any communication to an official or a person acting in an advisory capacity for PRSA, other than the official who's name and contact details is specified in the RFP document, in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 9.4 Whilst all due care has been taken in connection with the preparation of this bid, PRSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PRSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 9.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PRSA (other than minor clerical matters), the Bidder(s) must promptly notify PRSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PRSA an opportunity to consider what corrective action is necessary (if any).
- 9.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PRSA will, if possible, be corrected and provided to all Bidders.

10. RESPONSE FORMAT

Bidders must submit their response (bids) in accordance with the response format specified below:

BID SUBMISSION CHECKLIST	Tick if submitted
Envelope / File 1 (Original) Part 1 - Completed & signed SBD forms - Initialed General Conditions of Contract (GCC) Part 2 - Bid Document together with supporting documents 1 hard copy (1 original)	
Envelope / File 2 (Copy Identical to original) Part 1 - Completed & signed SBD forms - Initialed General Conditions of Contract (GCC) Part 2 - Bid Document together with supporting documents 1 X (Copy Identical to original)	
USB Part 1 - Completed & signed SBD forms - Initialed General Conditions of Contract (GCC) Part 2 - Bid Document together with supporting documents Soft copy X 1 (USB)	

11. DUE DILIGENCE

- 11.1. PRSA reserves the right to conduct due diligence on the information submitted by the bidders prior to final award or at any time during the contract period. Misrepresentation is a criminal offence.

12. FORMAL CONTRACT

- 12.1. This Competitive Bid and all the appended documentation and the proposal in response thereto this bid together with the forms the basis for a formal contract to be negotiated and finalised between PRSA and the successful bidder/s in whole or in part.



11th Floor, The Marine Building,
22 Dorothy Nyembe (Gardiner) Street, Durban, 4001
Private Bag X54322, Durban, 4000
Tel: 031 365 7800 Fax: 031 365 7858
Website: <http://www.portsregulator.org>

SBD 3.3

PRICING SCHEDULE **(Professional Services)**

NAME OF BIDDER: BID NO.: **PRSA-BID/2025/26/02**
CLOSING TIME: **12:00 (Midday)** CLOSING DATE: **20 November 2025**
TENDER DESCRIPTION: **APPOINTMENT OF A TRAVEL MANAGEMENT SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PORTS REGULATOR OF SOUTH AFRICA**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT

Name of Bidder:

.....		R.....
.....		R.....
.....		R.....
.....		R.....

TOTAL: R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the – tenders@portsregulator.org

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is

applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender: B-BBEE status level of contributor	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	N/A	20	N/A	
2	N/A	18	N/A	
3	N/A	14	N/A	
4	N/A	12	N/A	
5	N/A	8	N/A	
6	N/A	6	N/A	
7	N/A	4	N/A	
8	N/A	2	N/A	
Non-compliant contributor	N/A	0	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



SUPPLIER CONSENT: PROTECTION OF PERSONAL INFORMATION ACT

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act, No. 4 of 2013 ("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Information Regulator; responsible party; special information; as well as any terms derived from these terms.

2. The Ports Regulator will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Ports Regulator" and the Data subject is the "Respondent". Ports Regulator will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. The Ports Regulator reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning the Ports Regulator.
5. In completing this Supplier Declaration form, Ports Regulator acknowledges that it will obtain and have access to personal information of the Respondent. The Ports Regulator agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Ports Regulator Vendor to facilitate for payment in the execution of the Agreement between the Ports Regulator and the Respondent and in accordance with any applicable law.
6. The Ports Regulator further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management including vendor verification on the Central Supplier Database for all organs of state, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively

required period, destruction, de-identification, publishing of personal information by the Ports Regulator and/or its authorised appointed third parties as well as vendor verification on the CSD as required by

7. Furthermore, the Ports Regulator will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, the Ports Regulator requires the Respondent to process any personal information disclosed by the Ports Regulator in the bidding process in the same manner.
8. The Ports Regulator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).
9. The Ports Regulator shall notify the Respondent, in writing, of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request the Ports Regulator to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. The Respondent may further request that the Ports Regulator correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in the Ports Regulator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		NO	
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13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying the Ports Regulator against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted to it.

14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.

Legal Name of Supplier : _____

Company Registration Number / ID Number of Respondent / Supplier: _____

Name of Authorised Representative: _____

Signature of Respondent's authorised representative: _____

Date of Signature: _____

Should a Respondent have any complaints or objections to processing of its personal information, by the Ports Regulator, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, [click](#) on contact us, [click](#) on complaints.IR@justice.gov.za

Annexure A

GOVERNMENT PROCUREMENT 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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

8. Inspections, tests and analyses

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.