BID DOCUMENT

RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, SHUTTLE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR THE FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THREE (3) YEARS

BID NUMBER	**:**	**FSPT001/2026/27**
CLOSING DATE	**:**	**29 SEPTEMBER 2026**
TIME	**:**	**11:00**
VALIDITY PERIOD	**:**	**120 DAYS**
INFORMATION SESSION	**:**	**NON-COMPULSORY**

Virtual	Date	Time
https://teams.microsoft.com/meet/39709385647747?p=T9hjSrJqOrB4P1It7Z Meeting ID: 397 093 856 477 47 Passcode: eE2sn7CP	**21 September 2026**	**10:00**

NB: All bidders must indicate their names and CSD Registration number:

NAME OF COMPANY / FIRM: ……………………………………………………………….

MAAA: ………………………………………

FSPT001/2026/27: BID SUBMISSION CHECKLIST

Bidders are required to complete the following checklist and to submit it with their bids:

		COMPLIANT? (TICK √ IN APPROPRIATE BOX	
NO	**REQUIREMENT**	**YES**	**NO**
1	**SECTION 1: Standard Bidding Documents**		
1.1	SBD1: Invitation - (Fully completed and signed)		
1.2	SBD 3.2: Pricing Schedule – Non-Firm Prices Services		
1.3	SBD 3.2: Pricing Adjustment		
1.4	SBD 4: Bidders Disclosure - (Fully completed and signed)		
1.5	SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 - (Fully completed and signed)		
2	**SECTION 2**		
2.1	Special Conditions of Contract (**SCC**)		
3	**SECTION 3**		
3.1	General Conditions of Contract (**GCC**)		
4.	**ANNEXURES**		
4.1	**Annexure A:** Joint Venture/Consortium Concern (only applicable in case of JV/Consortium companies)		

treasury
Department of Treasury
FREE STATE PROVINCE

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FREE STATE PROVINCIAL TREASURY				
BID NUMBER:	**FSPT001/2026/27**	CLOSING DATE:	29 September 2026	CLOSING TIME:11H00
DESCRIPTION	**RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, SHUTTLE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR THE FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THREE (3) YEARS**			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
Fidel Castro Building
Ground Floor – Free State Treasury Tender Box
55 Merriam Makeba Street
Bloemfontein, 9300

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Me. MA Mokoena**	CONTACT PERSON	**Me. NV Ntukela-Tyam**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**fspttms@treasury.fs.gov.za**	E-MAIL ADDRESS	**fspttms@treasury.fs.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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, 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: ……………………………

PRICING SCHEDULE – NON-FIRM PRICES SERVICES

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

NAME OF BIDDER____________________________________ BID NUMBER: FSPT001/2026/27

Closing Time 11:00 on 29 September 2026 Validity Period: 120 Days

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY VAT INCLUSIVE
	RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, SHUTTLE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE PROVINCIAL TREASURY FSPT001/2026/27 **Traditional Bookings**	
1.	**DOMESTIC: AIR TRAVEL**	**FEE PER PERSON**
1.1	Domestic Air ticket - Booking Fee	
1.2	Air Ticket – Reissue Domestic - Booking Fee	
1.3	Refund Admin Fee (Excluding airline charges) straight refund	
1.4	Lost Ticket indemnity Fee(excluding airline charges)	
1.5	Change Booking Fee	
1.6	Cancellation Fee	
1.7	Parking	
1.8	Travel Insurance	
1.9	SMS / Email Notification	
2.	**INTERNATIONAL: AIR TRAVEL**	**BOOKING FEE**
2.1	International Air Ticket – Booking Fee	
2.2	Air ticket – reissue International - Booking Fee	
2.3	Refund Admin Fee (excluding airline charges) Straight refund	
2.4	Lost Ticket indemnity fee (excluding airline charges) straight refund	

	RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE PROVINCIAL TREASURY DEPARTMENTS **TRADITIONAL BOOKINGS**	
2.5	Change Booking Fee	
2.6	Cancellation Fee	
2.7	Parking	
2.8	Travel Insurance	
2.9	SMS / Email Notification	
2.10	24 Hour emergency call centre charges (sub charge) including weekends and public holidays	
2.11	Transfer Services	
3.	**ACCOMODATION**	**BOOKING FEE**
3.1	Domestic Accommodation (including Dinner, Bed & Breakfast)	
3.2	Domestic Accommodation (excluding Dinner & Breakfast)	
3.3	Group of more than 5 - Domestic Accommodation 8% (including Dinner, Bed & Breakfast)	
3.4	Group of more than 5 - Domestic Accommodation 8% (excluding Dinner & Breakfast)	
3.5	24 Hour Emergency call centre charges (Sub charge) including weekend and public holidays.	
3.6	Long –term Stay Accommodation for Domestic 7% for 8 days and longer	
3.7	Long- term Stay Accommodation for international travel 7% for 8 days and longer	
3.8	International Accommodation (including Dinner Bed & Breakfast)	
3.9	International Accommodation (excluding Dinner & Breakfast)	
3.10	Group of more than 3 - International Accommodation 8% (including Dinner, Bed & Breakfast)	
3.11	Group of more than 3 - International Accommodation 8% (excluding Dinner & Breakfast)	

3.12	Refund Admin Fee	
3.13	Change Booking Fee	
3.14	Visas (per passport)	
3.15	Emergency Visa Fee (per passport)	
3.16	Visa 2-4 pax per person	
3.17	Visa 5 plus pax per person	
3.18	Cancellation fee	
3.19	Parking	
4.	**CAR HIRE/ SHUTTLE SERVICES**	**BOOKING FEE**
4.1	Domestic Car Hire	
4.2	International Car Hire	
4.3	Domestic Shuttle Service	
4.4	International Shuttle Service	
4.5	Chauffeur Services	
4.6	Rail/Bus Bookings	
4.7	Change Booking Fee	
4.8	Cancellation Fee	
5.	**BUNDLE FEE**	**BOOKING FEE**
5.1	Bundle Fee (Accommodation, Air Travel, Shuttle Service/Car Hire)	
5.2	Change Booking Fee - **24 Hours**	
5.3	Cancellation Fee - **24 Hours**	
6.	**OTHER SERVICES**	**BOOKING FEE**
6.1	Electronic management reporting	
6.2	Electronic Account reconciliation and matching (up to 20 transactions a month)	
6.3	Electronic Account reconciliation and matching (over 20 transactions a month)	

6.4	Electronic Account retrieval (via smartphone or web)	
6.5	International Driver's License	
7.	**REQUIRED BY : FREE STATE PROVINCIAL TREASURY**	**YES/NO**
7.1	Does offer comply with specifications	
7.2	If not to specification, indicate deviation(s)	

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.

R1t, R2 = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index………. Dated………. Index………. Dated………. Index………. Dated……….

Index………. Dated………. Index………. Dated………. Index………. Dated……….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport, etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

YES/NO

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

……………………………………………………………………………………………………..
……………………………………………………………………………………………………..

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

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

YES/NO

2.3.1 If so, furnish particulars:

……
……

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. 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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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.

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

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

SBD 6.1

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

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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).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest 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 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 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be provided to claim points
1. Contracting with persons or categories of person historically disadvantages on the basis of Gender • 51% - 100% Women Owned **= 15 points** • 1% - 50% Women Owned **= 5 points** • 0% Women Owned = **0 points**	**15**		i. Sworn Affidavit in the DTIC format or SANAS accredited B-BBEE ii. Ownership certificate issued by the Companies and intellectual Property Commission (CIPC)
2. Reconstruction and Development Programme (RDP) Goals The Promotion of enterprises located in **Free State** for the work to be done or services to be rendered in Free State Province **= 5 points** Outside Free State **= 0 points**	**5**		i. Municipal Account in the name of the bidder/lease agreement between the Landlord and bidder Valid for six (6) months form the date of advertisement

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: ……………………………………………………….
……………………………………………………….
……………………………………………………….
……………………………………………………….

SECTION 2

SPECIAL CONDITIONS OF CONTRACT

1. LEGISLATIVE AND REGULATORY FRAMEWORK

1.1. This bid and all contracts emanating there from, will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. REQUEST FOR BID

2.1 This in an invitation for Bidders to submit a bid for the provision of the services as set out in this Special Conditional of Contract.

2.2 Bidders should bid for Traditional Bookings.

2.3 The Free State Provincial Treasury wishes to enter into an exclusive agreement with Travel Management Services (**TMS**) whereby all booking arrangements in respect of air travel, car hire, shuttle and accommodation for domestic and/or international travel by the Free State Provincial Treasury are referred to these travel management services.

2.4 The appointed travel management service provider/s will be expected to sign a Service Level Agreement (SLA) with Free State Provincial Treasury for a period of Three (3) years.

3. OBJECTIVE

3.1. The Travel Management service is applicable to Free State Provincial Treasury

3.2. The objective of the Request for Bid (**RFB**) is to appoint Travel Management Service provider/s in line with the department's objectives to:

a) Provide travel management services that are consistent and reliable;
b) Ensure that quality service is rendered in line with the service level agreement;
c) Improve spend visibility through detailed management reporting;
d) Operate within the travel policy to assist with the improvement of end-user behaviour in order to minimise fruitless and wasteful expenditure;
e) Ensure the efficient and effective facilitation of domestic and international travelling and accommodation bookings requirements for the Free State Provincial Treasury;
f) Provide separate reports for the Free State Provincial Treasury's travelling and accommodation expenditure for all their components;
g) Ensure that the most economical travelling and accommodation means are utilized by the free state provincial treasury ; and

h) Ensure that the National Travel Framework (NTF), PFMA Instruction Note no. 01A of 2024/25: revised Cost Containment Measures and Provincial Treasury Instruction Note Number 31 (Amendment 4) Cost Containment Measures are attained with respect to the travelling and accommodation service sectors.

4. DEFINITIONS

"Accommodation" means the rental of lodging facilities while away from one's place of residence while on official business;

"After-hours services" means a travel or an enquiry that is actioned after normal working hours, i.e. 16h00 to 7h30 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays;

"Air travel" means travel by airline on official business;

"Authorising official" means the official who has delegated authority in terms of the Institution's approved delegations, to approve travel requests and expenses;

"Best price of the day" means**–**

(a) for airline bookings: the lowest fare offered at the time of booking, provided that this fare is offered in conjunction with suitable travel times.

(b) for accommodation bookings: the lowest rate available at suitable accommodation establishments within reasonable distance from place of duty. The Travel Management Service provider/s will determine the most appropriate star rating, based on an assessment of government business requirements and total cost of travel (typically, accommodation rates plus transportation costs). Travel Management Service provider/s take cognisance of the maximum allowable accommodation rates prescribed by Provincial Treasury Instruction Note Number 31 (Amendment 4) Cost Containment Measures;

"Car rental" means the rental of a vehicle for a defined period of time by a traveler for official business purposes;

"Delegated official" means an official authorised in writing by the AO/AA in terms of sections 44 and 56, respectively, of the PFMA or any other enabling legislation to exercise a power or perform a duty set out in the relevant legislation, subject to such conditions as may be determined by the relevant AO/AA;

"Domestic travel" means travel within the borders of the Republic of South Africa

"Emergency" means an event where unforeseen and unavoidable circumstances (either personal and, or, business related), including but not limited to, a death, illness, health risk, disaster management operations, or a business environmental risk, requires a booking for travel or a diversion from the original planned trip; an Emergency reservation means the booking of travel arrangements when unforeseen circumstances necessitate an unplanned trip or a diversion from the original planned trip.

"Governance Committee"[3] means external and internal members belonging to a body that provides oversight and assurance functions over the operations of The Free State Provincial Treasury. Such Governance Committees include:

a) Departmental Audit Committees;

b) Departmental Risk Committees;

c) Departmental Anti - Corruption Committees;

"Incidental expenses" means minor expenditures associated with authorised business travel. These expenses comprise an immaterial part of the travel and entertainment costs that a person might incur. These expenditures are usually paid by the traveller, since they are so small and are covered by the subsistence allowances under normal circumstances. Examples of these expenses are gratuity for table and room service, reading matter, private telephone calls, Liquid Refreshments which do not form part of the Meals and any similar minor expense;

"International travel" means travel outside the borders of the Republic of South Africa. or outside the borders of the foreign country where the official is based;[4]

"Institution" means a department, constitutional institution, public entity and government business enterprise listed in Schedules 2 and 3 to the PFMA;

"Institutional Travel Policy" means the internal travel policy developed by each Institution and approved by the AO/AA or delegated official which is in compliance with the minimum requirements of the NTF;

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

"Meals" means breakfast, lunch and dinner and include any liquid refreshments;

"Official business" means the authorised performance of the institution's functions in terms of its mandate and strategic, operational and performance plans;

"Official" means any person employed by, or seconded to an institution, unless specified otherwise in this policy;

"Place of duty" means the place, other than the place of work, where the official report for duty and official business or is otherwise on duty, e.g. an external meeting venue, conference venue or workshop;

"Place of work" means the place of work identified in the official's contract of employment to render principal official duties;

"Reasonable actual expenses" means essential and inevitable expenses which are inexpensive, moderate and agreeable;

"Shuttle service" means the service offered by a shuttle service company to transport a traveler from one point to another;

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[3] Institutions may include other governance committees applicable to the Institution which include external members.

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

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

"Traveller"[5] means a person travelling at the interest of the institution on authorised business;

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

"Travel allowance" is any allowance paid or advance granted by the Institution to the official for the use of his or her private motor vehicle for the Institution's business purposes;

"Travel booker" means the person coordinating travel reservations on behalf of the traveller directly, or through the Travel Management Service provider/s consultant on behalf of the traveller;

"Travel expenses" means expenses incurred by a traveler while he/she is authorised official Business trip. Examples of travel expenses may include expenses on accommodation, transportation and meals;

"Travel Management Service Provider/s" means the service provider contracted to provide travel management services, which is inclusive of the procurement of travel related services; and

"Travel voucher" means a document issued by the travel management service provider to confirm the reservation or payment, or both, of specific travel arrangements.

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

5. SCOPE OF WORK

The travel management service (TMS) will include but will not be limited to the following:

5.1 General

5.1.1 The contracted services will be provided to all End-users travelling on behalf of Free State Provincial Treasury. This will include employees and contractors, consultants and clients where the agreement is that Free State Provincial Treasury is responsible for the arrangement and cost of travel of such persons.

5.1.2 The travel management service provider/s will make all reservations in line with the current and relevant Free State Provincial Treasury Departmental Travel and Subsistence Policy.

5.1.3 The travel management service provider/s must ensure that the final selection of flights, hotels and other services is authorised prior to the issuing of air tickets, vouchers and other travel documentation.

5.1.4 Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management service provider/s account.

5.1.5 The travel management service provider/s will create End-user Profiles for all End-users and ensure that the information is updated.

5.1.6 The travel management service provider/s will assist to manage the third-party service providers by addressing service failures and complaints against these service providers.

5.1.7 FSPT must manage the travel management service provider/s to deliver cost-effective and operationally efficient support in achieving the institution’s mandate.

5.1.8 All rates offered by travel management service provider/s to FSPT for domestic air and land arrangements must be net and non-commissionable.[6]

5.1.9 A transparent relationship between the Free State Provincial Treasury and the travel management service provider/s must be maintained, and any commissions earned through the Free State Provincial Treasury volumes will be reimbursed to the Free State Provincial Treasury. Where it is found or suspected that commissions are earned by the travel management service provider/s for a specific institution’s travel bookings, the Free State Provincial Treasury may demand that all these commissions must be declared and reimbursed to the Free State Provincial Treasury or set off against the travel management service provider/s fees to the credit of the Free State Provincial Treasury.

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

5.1.10 The Free State Provincial Treasury will only pay the transaction fees and/or management fees as agreed in the Service Level Agreement between the parties and the actual cost of the airline ticket, accommodation, car hire or shuttle service.

5.1.11 The travel management service provider/s must only issue travel vouchers (accommodation and ground transportation) and air tickets after the receipt of the travel authorisation or purchase order.

5.1.12 In the event of an after-hours reservation, travel management service provider/s must execute the request based on a verbal approval or approval via short message service or email from the authorising official. The Department must present the Travel Authorisation Form or purchase order to the travel management service provider/s within 72 hours after the request was executed by the travel management service provider/s or where not practical, within 24 hours upon return to the place of work, to avoid irregular or fruitless and wasteful expenditure.

5.1.13 The travel management service provider/s must follow up with the Department and upon failure by the Department to submit the Travel Authorisation Form or purchase order, the travel management service provider/s may proceed to invoice the transaction.

5.1.14 The travel management service provider/s must follow up with the Free State Provincial Treasury and upon failure by the Free State Provincial Treasury to submit the Travel Authorisation Form or purchase order, the travel management service provider/s may proceed to invoice the transaction.

5.2. Loyalty Programmes and Upgrades

5.2.1 Travellers may join the loyalty programmes on offer from airlines, accommodation establishments and Car Rental Companies at their own capacity and they can use the accrued benefits of such programmes for their own benefit.

5.2.2 The fact that a traveller is a member of a loyalty programme, must not override the principle to procure at the best possible price, unless otherwise determined by the Service Level Agreement with the travel management service provider. If this principle is violated, the traveller may be liable, and the Free State Provincial Treasury may take disciplinary steps.

5.2.3 Certain loyalty programmes require a once-off or an annual subscription fee. These membership fees will be for the traveller’s own personal account and Free State Provincial Treasury may not reimburse a traveller for any membership fees.

5.2.4 Although the travel management service provider/s may record the loyalty programme number of the traveller when making a reservation at the relevant travel service provider, the traveller is responsible for the management, tracking and redemption of his or her loyalty rewards. If there is a specific business need to upgrade the class of travel for any member of a group to travel with a more senior official, it is subject to prior approval by the Accounting Officer or delegated official.

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

5.3. Reservations

5.3.1 The travel management service provider/s will always endeavour to make the most cost- effective travel arrangements while taking the convenience and requirements of the End-user into consideration.

5.3.2 The travel management service provider/s must have a full understanding of all the destinations and routings to be able to advise the End-user of alternative plans that are more cost effective and more convenient where necessary.

5.3.3 A minimum of three (3) price comparisons/quotations must be obtained for all travel requests, unless it is not possible in which case written reasons for not adhering to this requirement must be submitted by the travel management service provider/s.

5.3.4 The travel management service provider/s will respond timeously and process all requests, changes and cancellations timeously and accurately.

5.3.5 The travel management service provider/s will advise the End-user of all visa and inoculation requirements well in advance where applicable.

5.3.6 The travel management service provider/s will assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

6. AIR TRAVEL

6.1. General Principles

6.2.1 Air travel should only be undertaken after remote communication tools, such as teleconferencing and video conferencing, have been considered. Institutions, through their authorising officials, travel bookers and, or, TMS, must make every attempt to reduce travel costs by comparing the cost advantage of using alternative communication tools.

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

a) **Fare class**: all air travel must be booked using the best price of the day and in the class of travel permitted under the National Treasury Framework.

b) **Fare type**: The Free State Provincial Treasury–Travel and Subsistence Policy address the use of restricted fare types as follows:
   i. Where there is a high degree of certainty of arrival or departure times, travellers, travel bookers and travel management service provider/s must consider restricted fare types;
   ii. Where there is a possibility that a scheduled meeting will not proceed, or there is uncertainty around the time that a scheduled meeting may conclude, travellers, travel bookers and travel management service provider/s must consider whether the additional cost of flexible fares outweighs the cost of possible changes or cancellation fees.

c) **Value for money**: travellers, travel bookers and travel management service provider/s must compare fare classes and types across airlines servicing the particular route required.

d) **Advance booking**: in order to benefit from the available best price of the day, domestic travel should be booked at least seven days in advance, where possible. The most cost-effective options are available when making travel bookings/reservations more than 14 days prior to departure. International travel should be booked at least three weeks in advance, where possible.

e) The Free State Provincial Treasury reimburses excess baggage for exceeding the baggage allowance if it is due to a valid business reason.

6.2. Class of Travel

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

6.2.1.1. The standard of air travel for air travel of five hours or less must be in economy class. Any exception to this rule must be approved by the Accounting Officer or delegated official.

6.2.1.2. Business class is permitted in exceptional cases for trips less than five hours (from origin airport to destination airport) but requires prior approval of the Accounting Officer or delegated official.

6.2.1.3. Notwithstanding paragraphs 6.2.1.1 and 6.2.1.2, Accounting Officer may approve the purchase of business class tickets:

a) For travellers with disabilities;[7]

b) For travellers with special needs[8] based on medical grounds;

c) In cases where economy class flights are not available[9] travel bookers and, or travel management service provider/s are not allowed to book business class unless approved by the Accounting Officer/Accounting Authority or delegated official, where it has been confirmed that the airline class was full and no other applicable flights are available;

d) Where the business class ticket is the same price or cheaper than the economy class ticket to the same destination.[10]

6.2.2 **International Air Travel exceeding five hours**

6.2.2.1 International travel must be recommended by the Accounting Officer and be approved by the Member of Executive Council for all officials and for Member of Executive Council and Accounting Officer must be recommended by the Chief Financial Officer and be approved by the Premier or to any delegated official.

6.2.2.2 The standard of air travel for international flights exceeding five hours shall be economy class, however, the Accounting Officer or delegated official is authorised to approve a higher class based on the merits of each request.

6.2.2.3 Business class is permitted for trips that exceed five hours (from origin airport to destination airport) but requires prior approval of the Accounting Officer or delegated official.

6.2.2.4 Business class tickets may only be purchased for the following persons, unless the person elects to fly economy class:

a) Directors-General or persons holding equivalent ranks in departments;

b) Deputy Directors-General or persons holding equivalent ranks in a department;[11]

c) Accounting Officer of the Department;

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

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

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

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

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

d) Officials at the level of management that report directly to the AO of Free State Provincial Treasury;

e) Non-executive members serving on any Governance Committee of Free State Provincial Treasury;[12]

6.2.2.5 Notwithstanding paragraph 6.2.2.2, 6.2.2.3 and 6.2.2.4 above, the Accounting Officer or delegated official may approve the purchase of business class tickets:

a) For travellers with disabilities;[13]
b) For travellers with special needs[14] based on medical grounds;
c) In cases where economy class flights are not available[15] travel bookers and, or travel management service provider/s are not allowed to book business class unless approved by the accounting officer or delegated official, where it has been confirmed that the airline class was full and no other applicable flights are available;
d) Where the business class ticket is the same price or cheaper than the economy class ticket to the same destination; or
e) For a traveller accompanying a person entitled to travel at a higher class if the traveller is required to maintain contact with that person for business purposes, e.g. Travelling together to make a presentation shortly after arrival.[16]

6.3. Changes to air tickets

6.3.1. If exceptional circumstances necessitate a change to a booking, it must be authorised by the authorising official, irrespective of whether it has a cost implication or not. Authorising officials must keep these changes to a minimum to mitigate the incurrence of fruitless and wasteful expenditure.

6.3.2. The cost associated with changes will be subject to the rules of the particular airline and may include penalty fees.

6.3.3. The cost incurred because of changes requested by a traveller for his or her convenience or lack of discipline will be for the Traveller's personal account. If the

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[12] These Governance Committees include audit committees and risk management committees

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

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

[15] A complete and accurate trail of such cases must be kept by the AO or Delegated Official for audit purposes.

[16] A complete and accurate trail of such cases must be kept by the AO or Delegated Official for audit purposes.

traveller does not immediately settle the additional expense, the Free State Provincial Treasury will cover the initial cost, and if the traveller is found liable, recover the amount from the traveller.

6.3.4. The Free State Provincial Treasury will carry the cost for changes because of changed business requirements or any circumstances outside the traveller's control, and if such expense is not justifiable, it is fruitless and wasteful expenditure.

6.4 Cancellations and Refunds

6.4.1 The traveller must inform either the travel management service provider/s or the travel booker immediately if he or she realises that they will not be able to take a specific flight which has already been booked.

6.4.2 If the traveller will not fly to the same destination within the next six months, the air ticket must be cancelled immediately, and a refund must be obtained. The refund of tickets is subject to the class of travel and airline rules.

6.4.3 If the traveller will be travelling to the same destination within the next six months, the air ticket must be immediately amended to the new date if the exact date is known at the time. The re-use of the ticket is subject to the class of travel and airline rules.

6.4.4 The traveller, travel booker and travel management service provider/s must keep record of unused air tickets and refer to such record prior to booking a new ticket. If the air ticket is not used within six months, the Free State Provincial Treasury must request the travel management service provider/s to cancel the air ticket prior to the expiry date.

6.4.5 If the traveller fails to inform the travel booker or travel management service provider/s before the air ticket expires and a cancellation fee is incurred, the Free State Provincial Treasury will cover the initial cost, and if the traveller is found liable, recover the amount from the traveller.

6.4.6 Where non-refundable air tickets are cancelled, the travel management service provider/s must disclose the amount of taxes recoverable, and the travel management service provider/s must recover the taxes and credit the Free State Provincial Treasury accordingly. Airline rules apply.

6.5 Baggage Allowance

6.5.1 The travellers must acquaint themselves with the baggage policy of the airline that he or she will be travelling on. The airline's baggage policy will provide information on the prescribed baggage allowance and the cost for baggage in instances where the airline charges separately for baggage.

6.5.2 Based on the class of travel, the airline prescribes the specific number of pieces of luggage that it allows, as well as the weight and size per piece.

6.5.3 The traveller will incur a fee if his or her baggage exceeds the weight, specified dimensions or the number of items allowed. Such cost is for the traveller's personal account.

6.5.4 The Free State Provincial Treasury–reimburses excess baggage for exceeding the baggage allowance if it is due to a valid business reason.

6.6 Airport Lounge Facilities

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

7. ACCOMMODATION

7.1 General Principals

7.1.1 Free State Provincial Treasury shall provide accommodation for officials who are required to perform authorised official business duties away from their normal place of work.

7.1.2 Domestic overnight accommodation for travellers is limited to instances where:

(a) the distance travelled exceeds 300 kilometres on a return journey (150km each way) from the place of work to the destination;

(b) the meeting/ conference/workshop is held over a number of days; or

(c) the event finishes after hours.

7.1.3 When choosing domestic or international accommodation, the travel booker, and, or travel management service provider/s must choose the lowest rate available at suitable accommodation establishments within reasonable distance from place of duty. The travel booker will select the most appropriate star rating, based on what is allowed in this Policy, business requirements and total cost of travel (typically, accommodation rates plus transportation costs).

7.1.4 Domestic accommodation selected must not exceed the maximum allowable rates as per Provincial Treasury Instruction Note Number 31 (Amendment 4) Cost Containment Measures which states that the standard accommodation should be a three-star establishment or equivalent unless a higher star rating is justified by the operational needs and approved by the relevant/delegated authority.

7.1.5 The Accounting Officer or delegated official may only approve domestic accommodation costs that exceed the maximum allowable rates under the following circumstances:

a) During peak holiday periods;[17]

b) When the demand is high and the accommodation establishments are sold out;

c) The accommodation that is still available is priced higher than the maximum allowable rates. In this case the travel booker must book the most reasonable option and retain a record of why the maximum was exceeded;

d) When officials are required to stay over in the accommodation establishment where the official business is conducted to avoid additional traveling cost; and

e) If there is an operational requirement.[18]

7.1.6 The area to which a traveller is travelling shall be taken into account when accommodation is booked, to ensure that it is adequate and reasonably priced. Where suitable graded accommodation is not available, accommodation of a comparable standard shall be arranged in line with the cost containment measures.

7.1.7 Special dietary requirements must be considered when the most relevant accommodation option is booked. If the accommodation establishment does not cater for special dietary requirements, then a room excluding meals must be booked (bed-and-breakfast or room only). The traveller may claim the actual expenditure for the meals (not exceeding the maximum daily amount and must be accompanied by receipts as supporting evidence).

7.1.8 Travellers are personally responsible for settling all extras on the accommodation bill, such as telephone, mini-bar items and liquor, prior to checking out.

7.1.9 Travellers are responsible for checking accommodation bills for accuracy and signing them off prior to checking out.

7.1.10 If the traveller fails to check out and not settle the additional charges and not sign the bill, Free State Provincial Treasury will settle the account, and if the traveller is found liable, recover the amount from the traveller.

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

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

7.1.11 Only the services approved and described on the travel voucher that correspond with the Travel Authorisation Form is for the account of the department and the travel management service provider/s only invoices this to the Free State Provincial Treasury. The Free State Provincial Treasury instructs the travel management service provider/s to invoice all other unauthorised expenses separately to the Free State Provincial Treasury and deal with these in terms of paragraph 7.1.10.

7.1.12 In cases where the accommodation establishment does not offer meal facilities, the travel booker and, or travel management service provider/s must book the room only or bed-and-breakfast options. The traveller may claim the actual expenditure for the meals (not exceeding the maximum daily amount and must be accompanied by original receipts as supporting evidence and limited to the maximum rates).

7.1.13 Some accommodation establishments do not offer meal facilities and will provide meal vouchers in lieu of the meal which can be redeemed at facilities with which the establishment have made arrangements. The traveller may not request or demand cash from an accommodation establishment in lieu of the meal cost included in the Free State Provincial Treasury's travel accommodation voucher. Such action is misconduct and must be dealt with in terms of the Free State Provincial Treasury's Disciplinary Policy. In exceptional cases, where the accommodation establishment offers cash because there is no alternative, it may be accepted.

7.1.14 Accommodation shall only be provided for the duration of the conference or event taking place, as well as one day before and, or after such event only if circumstances necessitate this. Should a traveller request to stay longer at a particular venue/hotel, the costs shall be for the personal account of the traveller (for example if a workshop is on a Monday and the traveller prefers to travel on the Friday before, then the costs for Friday and Saturday nights shall be borne by the traveller).

7.2 Class of Accommodation

7.2.1 Domestic Accommodation

7.2.1.1 Free State Provincial Treasury may enter into agreements, through the normal prescribed procurement process, with accommodation facilities to secure rates that are lower than the maximum allowable rates as per Provincial Treasury Instruction Note Number 31 (Amendment 4) Cost Containment Measures.

7.2.1.2 The maximum allowable rates are as per the maximum allowable rates for domestic accommodation and meals in line with the Provincial Treasury Instruction Note Number 31 (Amendment 4) Cost Containment Measures, and type (room only, bed-and-breakfast or dinner-bed-and-breakfast) for domestic accommodation within which a traveller is allowed to be accommodated in accordance with his or her organisational level or position within the Free State Provincial Treasury.

7.2.1.3 The standard class of domestic accommodation must be a three-star establishment or equivalent accommodation establishment, unless approved otherwise by the Accounting Officer or delegated official.

a) Accounting Officer in a department.

b) Deputy Director-General or persons holding equivalent ranks in the department.

c) Officials at the level of management that report directly to the Accounting Officer of Free State Provincial Treasury.

d) Non-executive members serving on any Governance Committee of Department.

7.2.1.4 In exceptional cases the Accounting Officer or delegated official may approve a deviation from paragraph 7.2.1.2 and 7.2.1.3.

7.3 International Accommodation

7.3.1 International travel requires the approval of a duly delegated official of the Free State Provincial Treasury as referred to in paragraph 6.2.2.1.

7.3.2 The approval submission must comply with the requirements, with specific reference to the financial implications and be approved by the most senior official or a duly delegated official.

7.4 No-shows and cancellations

7.4.1 The traveller must adhere to the procedure laid down by the SCM unit regarding no shows and cancellations.

7.4.2 It is the responsibility of the traveller to notify either the travel management service provider/s, or travel booker on any cancellations of reserved accommodation as soon as he or she becomes aware of the fact. The traveller to familiarise himself/herself of the conditions /rules in terms of cancellations. Last minute cancellations may result in the payment of cancellation fee.

7.4.3 The traveller must, where it is within his/her ability, inform the travel management service provider/s or the accommodation establishment if he or she expects to be arriving late than the expected arrival time, to ensure that the reservation is not cancelled, or cancellation fee incurred.

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

7.5 Additional Expenses

7.5.1 All additional expenses that may be incurred by the traveller including expenses such as private phone calls, newspapers, alcoholic beverages, toiletries, movies, gratuity for porters or waiters, room service charges, etc. is for the traveller's own personal account. The traveller must settle these expenses at the time of departure.

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

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

a) Reasonable actual expenditure for laundry, ironing or dry cleaning may be reimbursed to a traveller, when staying in an accommodation establishment for longer than five days. Travellers must submit receipts at all times with the claims and Institutions may not accept affidavits in lieu of receipts.

b) Should a traveller move to more than one accommodation establishment during the same authorised business trip, reasonable actual expenditure for laundry, ironing or dry cleaning may be claimed at each establishment. Travellers must submit receipts at all times with the claims and the Free State Provincial Treasury may not accept affidavits in lieu of receipts.

7.5.4 **Laundry/ironing dry cleaning for International Travel**

a) Reasonable actual expenditure for laundry, ironing or dry cleaning may be reimbursed to a traveller when staying in an international accommodation establishment, after the third day in the establishment. A maximum of eight items every two days may be laundered or dry cleaned. The traveller must obtain prior approval for such expenses. Travellers must submit receipts at all times with the claims and the Free State Provincial Treasury may not accept affidavits in lieu of receipts.

b) A traveller may have five items ironed on arrival at the international accommodation establishment. Should a traveller move to more than one accommodation establishment or country during one official business trip, he, or she, is allowed to launder five items at each establishment/country. The traveller must obtain prior approval for such expenses. Travellers must submit receipts at all times with the claims and The Free State Provincial Treasury may not accept affidavits in lieu of receipts.

7.6 Private Accommodation

7.6.1 Travellers may choose to make use of private accommodation (staying with family or friends) when they have approval to spend at least one night away from home for official business purposes, subject to paragraph 7.1.2 above.

8. GROUND TRANSPORTATION

8.1 General Principles

8.1.1 Any journey between an official's residence and normal place of work constitutes a private journey. Where the institution requires an official to attend to authorised official business matters at the normal place of work on a weekend or public holiday and such day is not a normal working day, the trip is an official business trip. If required to return to the place of work after hours such trip is an official business trip.

8.1.2 Any journey where the official departs from his or her residence directly to a place of duty, and/or returns from such a venue directly to his or her residence, is considered an official business trip. In such cases, the claim must be based on the actual kilometres travelled.

8.1.3 In cases where the official business trip includes both air and land travel, travel bookers and, or travel management service provider/s must select the mode and combination thereof that is the most cost-effective and practical, taking into account the total cost of the official business trip and time consumed.

8.1.4 Where more than one traveller/official is attending the same event or meeting, they must co-ordinate the renting of cars or shuttle services in order to reduce the cost. This provision also applies to Senior Management Services (SMS) officials using their own vehicle or Middle Management Services (MMS) that has structured for a vehicle allowance. Furthermore, this provision excludes Accounting Officer or personal holding equivalent ranks in the Departments.

8.1.5 Only officials (permanent and contracted) may drive rental vehicles and institutional fleet vehicles. In exceptional circumstances, Free State Provincial Treasury may authorise other travellers to drive rental vehicles or institutional vehicles for authorised official business purposes, subject to the completion of all relevant indemnities and approval in terms of Free State Provincial Treasury delegation of authority policy.

8.1.6 The Free State Provincial Treasury must manage accident and damage claims against the State in terms of applicable legal frameworks and the law.

8.1.7 Any fines, penalties and administration fees payable as a result of the contravention of any traffic rules and regulations will be for the traveller's own personal account, whilst using an institutional or rental vehicle.

8.1.8 The traveller must take every precaution to safeguard a rental or institutional vehicle against damage, theft or irregular use while driving it and when it is parked.

8.1.9 A Professional Driving Permit (PDP)is required to drive a minibus or bus with for more than 12 passengers including the driver. The Free State Provincial Treasury must ensure that the travel booker and/or, the travel management service provider/s request that a copy of the PDP of the designated driver is submitted when booking a minibus or bus to transport travellers for authorised official business.

8.2 Use of public transportation

8.2.1 Travellers may make use of public transport (i.e. Gautrain, taxis, municipal bus services, Uber, etc.) if it is safe, practical and more cost effective than the cost of car rental or shuttle services.

8.2.2 In the event that the traveller decides to make use of public transport (e.g. Gautrain, taxis, municipal bus services, Uber, etc.), the institution has the responsibility to exercise a “duty of care”[19] in managing and mitigating the risks to officials, operations, business continuity, reputation and safety.

8.2.3 The traveller will be reimbursed when making use of public transport for official business with prior authorisation of the official business trip.

8.2.4 The traveller must submit a receipt as proof of payment.

8.3 Use of private vehicles

8.3.1 Free State Provincial Treasury’s travel policies make provision for the prior approval of the use of private vehicles for official business (excluding officials that have structured for travel allowance).

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

8.3.3 In cases where an official travel to an official business event in his or her private vehicle without prior approval, the Free State Provincial Treasury may not reimburse the official.

8.3.4 Under no circumstances may the Free State Provincial Treasury pay fuel advances for the use of privately-owned vehicles.

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

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

8.4.1 The terms and conditions for using private vehicles to carry out official duties by Senior Management Service members (regardless of whether they structured for a vehicle allowance or not) and Middle Management Service members who opted for a monthly vehicle allowance (SMS/MMS employee) are set out in the Public Service Handbook for SMS[20] and Transport Circular 9 of 2005 for Middle Management.

8.4.2 When private vehicles are used by senior manager's/middle managers or any other person receiving a vehicle allowance to enable him or her to purchase, lease, rent or otherwise procure a vehicle for official business purposes, the Free State Provincial Treasury applies the following:

(a) Requirements regarding the vehicle and its use:

(i) The senior manager/middle manager is obliged to maintain a reliable vehicle to be used for official journeys;

(ii) The senior manager/middle manager must have his or her vehicle (or a substitute vehicle) available for official journeys;

(iii) As far as possible, the senior manager/middle manager is obliged to provide free transport to officials travelling to the same destination on an official return journey; and

(iv) If the senior manager/middle manager uses his or her private vehicle to carry out official duties, the free state provincial treasury will, on receiving an approved claim, reimburse the senior manager/middle manager for the official kilometres travelled, according to the tariffs for the use of motor transport,[21] as determined by the department of transport or as published by SARS which ever rate is applicable to the Free State Provincial Treasury.

(b) If the senior manager/middle manager undertakes an official business trip, and his or her vehicle is undergoing repairs or service, the senior manager/middle manager may obtain and utilise another private vehicle. On receiving an approved claim, the senior manager/middle manager will be reimbursed for the official kilometres travelled, as if he or she used his or her own private vehicle, according to the Tariffs for the Use

[20] http://www.dpsa.gov.za/dpsa2g/documents/sms/publications/smshb2003.pdf

[21] https://www.transport.gov.za (Quick Links)

of Motor Transport, as determined by the Department of Transport or as published by SARS which ever rate is applicable to Free State Provincial Treasury.

(c) The senior manager/middle manager must, with prior approval, use his or her private vehicle for all official business, except in cases where:

(i) A specific duty is to be performed which requires the use of a specific type of vehicle;

(ii) an official journey was undertaken to a place to which he or she did not travel with his or her private vehicle, e.g. travelled by air to another destination;

(iii) the official was required to leave from his or her residence or place of work to a place from where he or she will depart on an official journey and back; e.g. air transport;

(iv) it will be unreasonable to expect from a senior manager/middle manager to use his or her private vehicle for the official journey to a place that is not accessible with the specific type of private vehicle, e.g. road conditions; and, or, other means of transport would be more cost-effective and, or, practical.

8.5 Car Rental and Shuttle Services

8.5.1 General Principles

Accounting Officer is responsible for the cost-effective management of Car Rental expenses. The travel booker and/or travel management service provider/s consultant must book a rental vehicle for the period that it is actually required for official business.

8.5.1.1 The traveller must return the rental vehicle within the specified rental period or notify the travel booker and/or travel management service provider/s to make additional arrangements with the Car Rental Company. If the traveller fails to inform the travel booker and, or, the travel management service provider/s, where it was in his or her ability to do so, and additional charges are incurred, the institution must settle the account, and if the traveller is found liable recover the amount from the traveller.

8.5.1.2 If the traveller needs to extend the rental period for official business purposes, the traveller must obtain approval from the authorising official and the travel management service provider/s will issue a travel voucher for the extended period.

8.5.1.3 When renting a vehicle, the Free State Provincial Treasury must give cost consideration to the vehicle group, the number of rental days, the kilometres driven, and the time and place for the collection and return of the vehicle.

8.5.1.4 Only the designated driver[22] is allowed to drive the rental vehicle at any time.

8.5.1.5 Any extra charges for special requests such as special models, colour, personal indemnity insurance, etc. are the sole responsibility of the traveller and will be settled directly with the Car Rental Company. The Free State Provincial Treasury will not be liable for any charges. If the traveller does not immediately settle the additional expense, Free State Provincial Treasury must cover the initial cost, and if the traveller is found liable, recover the amount from the traveller.

8.5.1.6 The traveller must only use the rental vehicle for official business purposes.

8.5.1.7 If the traveller extends his or her stay for personal reasons, the charges are for the traveller's own personal account. The traveller must enter into a separate rental agreement for the period conducting personal travel.

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

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

8.5.1.9 In the event of an accident, where a traveller is physically and legally able to, the traveler must notify the Car Rental Company immediately and report the accident within 24 hours at the nearest police station to obtain a case number. The traveller must notify Free State Provincial Treasury and the travel management service provider/s. The traveller must complete the incident report required by the Car Rental Company within the period specified, failing which, the traveler may be held responsible for all damage charges. The traveller must file the same accident report with his or her institution.

8.6 Class of Travel

8.6.1 The various Car Rental Companies use different groups and, or SIPP codes to categorise their vehicles.

8.6.2 The default car types to be booked are vehicles categorised as “Mini, Economy or Compact”, subject to availability and cost effectiveness.

8.6.3 The following officials may hire a higher-class vehicle (categorised as “Intermediate, Standard, Premium or Luxury”), unless the person elects to hire a “Mini, Economy or Compact” type of vehicle:

a) Accounting Officer or persons holding equivalent ranks in the Free State Provincial Treasury;

8.6.4 Officials with a disability who require the use of an automatic vehicle, and/or officials who have a restriction on their driver’s license may hire a “Mini, Economy or Compact” type of vehicle with an automatic transmission. The hiring of an automatic vehicle for any other traveller must be approved by the Accounting Officer or delegated official.

8.6.5 Notwithstanding paragraph 8.6.2, 8.6.3 and 8.6.4 above, Accounting Officer or delegated officials may approve the hiring of an “Intermediate, Standard, Premium or Luxury” type vehicle, minibus, bus (above 16-seater) or passenger van in instances where:

a) Three (3) or more travellers are travelling together;

b) The return journey to be travelled exceeds 400 kilometres to and from the destination (return journey);

c) The special needs[23] of a traveller (based on medical grounds) are to be catered for;

d) Extra luggage must be accommodated;

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

e) Transportation of more than 16 passengers; or

f) Transporting of foreign dignitaries.

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

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

8.6.8 When the Free State Provincial Treasury appoints a Car Rental service provider through a prescribed procurement process, Free State Provincial Treasury must identify the most appropriate car group within the fleet that meets the specific description and requirements and is the most cost-effective option for each organisational level/designation. The Free State Provincial Treasury's travel policy must reflect the specific car groups.

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

8.6.10 The travel management service provider/s will book the approved category vehicle in accordance with the travel policy with the appointed car rental service provider from the closest rental location.

8.6.11 The travel consultant should advise the End-user on the best time and location for collection

8.6.12 For international travel, the travel management service provider/s will offer alternative land transportation to the End-user that include rail, buses and transfers.

8.6.13 The travel management service provider/s will book transfers in line with Free State Provincial Treasury's travel policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

8.7 Car Rental Inspections

A Traveller must verify and complete the Quality Check Card prior to leaving the Car Rental premises, both on collection and return of the rental vehicle. A traveller must ensure that all scratches, dents, windscreen cracks, and chips are marked on the Quality Check Card and signed off by the Car Rental attendant. Failure to complete the Quality Check Card could result in the traveller being held personally liable for any damages.

8.8 Shuttle and transfer services

8.8.1 Shuttle and Transfer Services

8.8.1.1 **Where a traveller travels from his or her residence or place of work to and from the airport,**

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

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

8.8.1.2 **Where a traveller travels from the airport directly to the place of Accommodation or Place of Duty on a return journey,**

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

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

8.8.2 **Parking and Toll Fees**

8.8.2.1 It is the responsibility of the traveler to ensure that the toll fees as levied by SANRAL are paid in accordance with the various options available.

8.8.2.2 An invoice or statement as supplied by SANRAL will reflect all the transactions and the amounts levied. The official trips will need to be clearly marked on these statements. This must be submitted for reimbursement through the normal S&T processes of Free State Provincial Treasury.

8.8.2.3 The Free State Provincial Treasury must reimburse the traveller for toll fees while on an approved official business trip, claims must be accompanied by the relevant proof of payment or original receipts.

8.8.2.4 The traveller must consider the most cost effective and safe parking option when parking at airports. (For example, at OR Tambo International Airport the offsite long-term parking may be considered).

8.8.2.5 The Free State Provincial Treasury will reimburse the traveler for parking fees while on an approved official business trip.

8.8.3 **International Ground Transportation**

8.8.3.1 International travel requires the approval of the most senior official or a duly delegated official of the Free State Provincial Treasury.

8.8.3.2 Travel bookers and, or the travel management service provider/s must select the most appropriate, safest and cost-effective ground transportation mode to transport the traveller from the airport to the accommodation establishment and to the place of duty based on an assessment of government business requirements and total cost of travel which typically includes accommodation rates plus transportation costs.

8.9 After Hours and Emergency Services

8.9.1 After hours' request must be limited to emergencies and are subject to additional services charges.

8.9.2 A consultant or team of consultants should be available to assist End-users with after hours and emergency reservations and changes to travel plans.

8.9.3 After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.

8.9.4 A call centre facility or after hours contact number should be available to all End-users so that when required, unexpected changes to travel plans can be made and emergency bookings attended to. Travel management service provider/s are to ensure that whatever changes made are authorised by Supply Chain Management.

8.9.5 The travel management service provider/s 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.

8.9.6 If the Travel Authorisation Form or the purchase order is not available at the time of the After-Hours Reservation, the traveller or travel booker must forward it to the travel management service provider/s within 72 hours of lodging the request.

9. COMMUNICATION

9.1 The travel management service provider/s must establish communication with all the stakeholders that include the End-users and Supply Chain Management.

9.2 All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement agreed to by Free State Provincial Treasury and the appointed travel management service provider/s.

10. FINANCIAL MANAGEMENT

10.1 The travel management service provider/s must implement the rates as per Provincial Instruction Note 31 (Amendment 4) Cost Containment Measures with travel management service provider/s.

10.2 The travel management service provider/s will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Free State Provincial Treasury for payment within the agreed time period.

10.3 Cost savings must be achieved, and this must be reported and proof provided during monthly reviews.

10.4 The pre-payments required by certain establishments will be processed by the travel management service provider/s. These pre-payments are often requested at the last minute for same day bookings.

10.5 The travel management service provider/s is responsible for the consolidation of invoices and supporting documentation to be provided to the relevant office within Supply Chain Management 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 report or the credit card statement.

10.6 The travel management service provider/s will settle the third party's accounts within the agreed payment terms.

10.6.1 Travel

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

d) Long term accommodation and car rental;
e) Extension of business travel to include leisure;
f) Upgrade of class of travel (air, accommodation and ground transportation);
g) Bookings outside Free State Provincial Treasury's travel policy (e.g. bookings less than 7 days prior to departure).

10.6.2 *Finance*

a) Reconciliation of commissions/rebates or any volume driven incentives;
b) Creditor's ageing report;
c) Creditor's summary payments;
d) Daily invoices;
e) No show report;
f) Cancellation report;
g) Receipt delivery report;
h) Monthly Bank Settlement Plan (BSP) Report;
i) Refund Log;
j) Open voucher report, and
k) Open Age Invoice Analysis.

10.7 The travel management service provider/s will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

10.8 The Free State Provincial Treasury will provide additional reporting requirements to be submitted on a monthly basis as prescribed by Cost Containment Instructions and National Travel Policy Framework.

11. ACCOUNT MANAGEMENT

11.1 The travel management service provider/s must ideally be in possession of an Account or Business Manager that is ultimately responsible for the management of the account.

11.2 A complaint handling procedure must be implemented to manage and record the compliments and complaints by the travel management service provider/s and other travel service providers.

11.3 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the travel management service provider/s.

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

12. VALUE ADDED SERVICES

The travel management service provider/s must also provide the following value-added services:

12.1 Destination information for regional and international destinations:

a) Health warnings;

b) Weather forecasts;

c) Places of interest;

d) Visa information;

e) Travel alerts;

f) Location of hotels and restaurants;

g) Information including the cost of public transport;

h) Rules and procedures of the airports;

i) Business etiquette specific to the country, and

j) Airline baggage policy.

12.2 Supplier updates;

12.3 Electronic voucher retrieval via web and smart phones;

12.4 SMS notifications for travel confirmations;

12.5 Travel audits;

12.6 Global Travel Risk Management;

12.7 VIP services for Executives that include check-in support, etc.

13. COST MANAGEMENT

13.1 The Free State Provincial Treasury's travel policy is establishing a basis for a cost savings culture.

13.2 It is the obligation of the travel management service provider/s to ensure that the most cost-effective option is selected at all times.

13.3 The travel management service provider/s plays a pivotal role to provide high-quality travel related services that are designed to strike a balance between effective cost management and flexibility.

13.4 The travel management service provider/s should have in-depth knowledge of the travel service products, to be able to provide the best option and alternatives that are in accordance with the Free State Provincial Treasury's travel policy to ensure that the End-user reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

14. REIMBURSEMENT OF SERVICES RENDERED

14.1 A transaction fee will be paid to the travel management service provider/s for services rendered.

14.2 The purpose of the transaction/management fee is to compensate the travel management service provider/s for the quality services rendered and at the same time support a sustainable business model that will be beneficial to the travel management service provider/s and Free State Provincial Treasury.

14.3 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.

15. TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

15.1 The travel management service provider/s must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

15.2 Management Reports, as required by Free State Provincial Treasury, must include the following:

i. Detailed expenses incurred per month for each service shall be submitted to the Free State Provincial Treasury within seven (7) days of the following month for monitoring and audit purposes.

ii. The reports must reflect detailed amounts per Debtors Account and reflect a breakdown of each service.

iii. Specific reports required such as outstanding orders (reflected per order number), invoices outstanding and a general statement of accounts (per account) indicating payments all outstanding accounts.

15.3 The travel management service provider/s may implement an Online Booking Tool to facilitate domestic bookings to optimize the services and related fees.

15.4 All management information and data input must be accurate.

15.5 The travel management service provider/s will be required to provide the Free State Provincial Treasury with a minimum of one (1) standard monthly report that is in line with the Provincial Treasury Instruction Note 31 (Amendment 4) Cost Containment Measures requirements at no cost;

15.6 Reports must be accurate and be provided to the Free State Provincial Treasury's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation, etc.);

15.7 The Free State Provincial Treasury may request the travel management service provider/s to provide additional management reports;

15.8 Reports must be available in an electronic format for example Microsoft Excel;

15.9 The travel management service provider/s will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorized parties.

15.10 Quarterly reviews are required to be presented by the travel management service provider/s on all departmental travel activity. These reviews are comprehensive and presented to the department's procurement and finance teams as part of the performance management reviews based on the service levels.

15.11 The above travel reviews will include information as indicated by the department.

16. OUTCOMES AND DELIVERABLES

16.1 The Free State Provincial Treasury require that rendering of travel management services in respect of air travel, car hire, shuttle and accommodation for domestic and/or international travel in respect of its officials be made by a travel management service provider/s, with due consideration to the following:

i. The travel, accommodation will only be for official reasons and in the interest of the Free State Provincial Treasury.

ii. All air tickets and travel documentation including vouchers/ shall be timeously delivered, and/or emailed to relevant office within Supply Chain Management to issue an order, as well as the third-party service provider (e.g. hotel/B&B who will be providing the service required by Free State Provincial Treasury.

16.2 The travel management service provider/s must plan, arrange and change accommodation bookings on instructions from the travel booker. Each accommodation voucher/ proof of payment handed to the travel booker must contain but not limited to the following:

i. The personal details of the official
ii. The booking details
iii. The limit of the Department's liability

16.3 Any charge to be levied by the travel management service provider/s to the Free State Provincial Treasury in respect of flight bookings must be in accordance with ASATA/IATA travel rates.

16.4 The travel management service provider/s must ensure that no adverse effect on service delivery is experienced by the Free State Provincial Treasury.

16.5 Each order must be invoiced separately clearly quoting the relevant order number. In the case of group bookings such as with conferences, the Free State Provincial Treasury will generate a specific order for which an invoice must be submitted. The invoice is to also quote the specific order number and submitted within 30 days after the services have been rendered.

16.6 The travel management service provider/s will be required to accept that payment will be made within 30 calendar days of the receipt of the correct invoice. Payment will not be made against invoices that do not have an order number, third party invoice/s or which are under dispute until such time that the matters under dispute have been resolved.

16.7 With regards to accommodation, the Free State Provincial Treasury's liability will be limited to what has been booked per order.

16.8 The travel management service provider/s must provide details of the Car Hire Company contracted with in order to ensure that super cover insurance is provided. The travel management service provider/s must ensure that proper arrangements are made to have a car available, and the Free State Provincial Treasury is not found to be arranging a separate contract with the car hiring company. The travel management service provider/s must also ensure that no separate invoice is issued by the car hiring company to the Free State Provincial Treasury. It is preferable for the travel management service provider/s to be contracted to more than one Car Hire Company.

16.9 The successful travel management service provider/s will be required to negotiate supplier discounts on behalf of the Free State Provincial Treasury and pass any discounts received from the third party to the Free State Provincial Treasury.

16.10 The travel management service provider/s will be required to familiarize themselves the internal procedures relating to the service and provide free training to the travel booker/s nominated by the Free State Provincial Treasury on the booking procedure to be followed.

16.11 It is required that a comprehensive travel management service provider/s service profile including administrative support functions be provided.

16.12 The travel management service provider/s must have a dedicated Strategic Relationship Manager who will be responsible for this account and be available 24 hours a day, seven days a week for the duration of this project.

17. BID ADMINISTRATION PROCESS

17.1 INFORMATION SESSION

17.1.1 There will be a **non-compulsory information session** to provide clarity to the prospective service providers prior to the submission of the bids.

Details of the information session are as follows:

Date: 21 September 2026

Time: 10h00 – 12h00

Venue: Virtual

https://teams.microsoft.com/meet/39709385647747? p=T9hjSrJqOrB4P1It7Z
Meeting ID:
397 093 856 477 47
Passcode:
eE2sn7CP

17.1.2 The session will provide Bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have.

17.1.3 The state reserves the right to answer questions at the session or to respond formally **after the briefing session.**

17.2 CLOSING DATE FOR THE BID

17.2.1 The closing date for the bid is **29 September 2026** at **11h00 am**.

18. VALIDITY PERIOD OF BID

18.1 The validity (binding) for the bid will be **120 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders this request will be done before the expiry of the original validity (binding) period.

19. SUBMISSION OF THE BID

19.1 Bid documents must be delivered before closing time and date to the venue which is as follows:

Physical Address: Free State Treasury Tender Box is situated at the Fidel Castro Building, Ground Floor, Corner of 55 Merriam Makeba, Bloemfontein, 9300.

Refer to the SBD 1 "Invitation to Bid" form for submission and the bid document. Late bid documents will not be considered. The bid number **FSPT001/2026/27** must be indicated on the envelope/file.

20. FEE STRUCTURES/SERVICE FEES (Price pages for bid purposes SBD 3.2)

20.1 In order to evaluate all bids on the same basis, bidders are to complete the tables below. It will form part of the overall costing and evaluation of this bid. Bidders are also advised that the Department will only make use of the reputable air travel service providers as well as car hire shuttle services.

20.1.1 Domestic: Air Travel

20.1.2 International: Air Travel

20.1.3 Accommodation

20.1.4 Car Hire/Shuttle Services

20.1.5 Bundle Fee

20.1.6 Other Services

21. COSTING

21.1 Prices must be inclusive of all relevant taxes

21.2 Copies of third-party detailed invoices for car rental and accommodation should be obtained and submitted together with invoice/s per individual. In the cases of air transport, travel management service provider/s are required to provide copy/ies of an electronic ticketing or 3rd party invoice as proof of bookings. If it was not possible to obtain price comparisons/quotations for travel requests, reasons must be provided.

21.3 The Free State Provincial Treasury requires bidders to use the transaction fee model. 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.

22. PERIOD OF CONTRACT

The duration for this Travel Management Service contract will be for a period of three (3) years from the commencement of the contract.

23. PRICES ADJUSTMENTS

23.1 Prices must be firm for the 1st year of the contract period. No price adjustments will be allowed during the 1st year of the contract period inclusive of statutory increases. Price adjustment will only be allowed after 12 months from commencement of the contract. Thereafter, price increases will be considered once annually as directed by the Free State Provincial Treasury.

24. BID EVALUATION PROCESS

24.1 The bid evaluation process consists of the following stages as indicated in the table below:

Stage	Description
Stage 1	Compliance Checking in terms of Mandatory and administrative requirements
Stage 2	Functionality Requirement
Stage 3	Evaluation on Price and Specific Goals

25. STAGE 1: COMPLIANCE CHECKING IN TERMS OF MANDATORY AND ADMINISTRATIVE REQUIREMENTS

25.1 Mandatory Requirement

25.1.1 **CSD Registrations**

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.

25.1.2 **Valid Tax Compliance Status**

25.1.2.1 Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax compliance status pin.

25.1.2.2 Bidder(s) must be compliant when submitting a proposal to the Free State Provincial Government and remain compliant for the entire contract terms 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 0f 1991).

25.1.2.3 It is a condition of this bid that the tax matter 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.

25.1.2.4 Where Consortia/Joint Venture/Sub-contractors are involved: each party must be registered on the Central Suppliers Database, and their tax compliance status will be verified through the Central Suppliers Database.

25.1.3 **Bid Condition**

25.1.3.1 Bidders must submit valid proof of registration of accreditation with both the **IATA** and **ASATA** to meet mandatory requirements for travel management services. Failure to provide certified copies of both will lead to immediate disqualification during stage one administrative compliance.

NB: **IATA** (International Air Transport Association) and **ASATA** (Association of Southern African Travel Agents) are mandatory compliance and accreditation standards required when procuring Travel Management Companies (TMCs) in South African public and corporate sectors.

IATA (International Air Transport Association)	**ASATA** (Association of Southern African Travel Agents)
A global trade association for the world's airlines that provides the official authority and ticketing code systems for air travel	A local representative forum and trade association for South African travel advisors, wholesalers, and TMCs
Ensures the TMC can access global reservation networks, issue official airline tickets, and use standardized financial settlement systems (like the Billing and Settlement Plan)	Guarantees that the procurement agency deals with a vetted, credible provider bound by a strict consumer code of conduct and professional dispute-resolution standards
Copy of valid IATA Certificate or direct verification via IATA Registry.	Current ASATA Membership Certificate and listing on official ASATA website.

26. STAGE 2: EVALUATION ON FUNCTIONALITY REQUIREMENT

26.1 Functionality will be evaluated on the basis of the responses on the functionality criteria and supporting documentation supplied by the Bidders as follows:

CRITERIA FOR FUNCTIONALITY	DOCUMENTS/PROOF TO BE ATTACHED	POINTS
1. BIDDER'S RELEVANT EXPERIENCE: Successful completion of similar services in private and public sector. **1.1 Number of Reference Letters: 20** 1-5 letters = 5 6 – 8 letters = 10 >8 letters = 20 No Submission = 0 **1.2 Cumulative value of the services: 10** R5000,00 – R30 000,00 = 2 R30 001,00 – R75 000, 00 = 5 >R75 000.00 = 10 No Submission = 0	**Reference letters on the letterhead of the client indicating the following:** a) Nature of the services rendered. b) Cumulative value of the services rendered. c) Date of the services rendered. d) Active contact details of the client. e) Signature and date of the authorized official. Note: ➢ Reference letters must be accompanied by the appointment letter or proof of payment for similar services. Services must not be rendered older than 5 years from the advert date (**4 September 2026**).	**30**
2. CAPACITY OF THE SERVICE PROVIDER: **Bidder must demonstrate capacity through:** **2.1 Team of Travel Bookers: 30** 2 Team Members = 5 3-5 Team Members = 15 >5 Team Members = 30 No Submission = 0	*Project plan* to demonstrate the number of designated officials that will be required to work on this project for successful implementation. One delegated official should be assigned to handle MEC's travel bookings as per requirement.	**30**
3. **Financial Appraisal:** R30 000,00 – R100 000,00 = 5 R100 001,00 – R200 000, 00 = 30 >R200 000,00 = 40 No Submission = 0	**Documentary evidence:** i. Latest 3 months bank statement indicating credit balance of at least R30 000,00; or ii. Letter of commitment to provide funding from the reputable financial service providers registered with **National Credit Regulator**.	40
TOTAL		**100**

26.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bids will firstly be evaluated on functionality **(100 points)** of which bidders must obtain the minimum threshold of **70 points**, failing which, will lead to be disqualified and not be considered for further evaluation on 80/20 preference point system.

27. STAGE 3: EVALUATION OF PRICE AND SPECIFIC GOALS

27.1 Bids will be evaluated in terms of regulation 4 (1) of the Preferential Procurement Regulations, 2022 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:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

28. BID AWARD AND NEGOTIATION

28.1 The Free State Provincial Treasury reserves the right, at its sole discretion to negotiate prices with shortlisted bidders to arrive at an acceptable flat rate per item and to appoint one or more service provider for the implementation of this project. The appointment and allocation of service providers, including appointment per category, shall remain the prerogative of the Accounting Officer.

29. FRONTING

29.1 The Free State Provincial Treasury 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.

29.2 The Free State Provincial Treasury, 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.

29.3 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.

29.4 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 the Free State Provincial Treasury may have against the Bidder / contractor concerned.

29. SUPPLIER DUE DILIGENCE

30.1 The Free State Provincial Treasury reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This includes verification of local address.

30. VERIFICATION OF BIDDERS

31.1 During the Bid Evaluation and Adjudication process, the status of the supplier must be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in paragraph 6 of the PFMA SCM Instruction Note 03 of 2021/2022 will be followed.

31. AGREEMENTS

32.1 A Service Level Agreement shall be entered into with the Provincial Free State Treasury to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the bid documents.

32.1 Should funds no longer be available to pay for the execution of the responsibilities of **FSPT001/2026/27**, the Free State Provincial Treasury may terminate the Agreement in 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.

32. SETTLEMENT OF DISPUTES

33.1 Notwithstanding clauses 27 of the GCC, mediation proceedings will not be applicable to this contract.

33. JOINT VENTURE AGREEMENTS

a) Where an entity forms a **Joint Venture or a Consortium** with another entity and/or other entities, such parties must express in the bid proposal, and a JV agreement should be submitted together with the bid. Kindly complete attached **Annexure A** and register on the CSD as a Joint Venture.

b) Individual Entity/ies must be registered on the CSD and after closing and before awarding, register a Joint Venture or a Consortium on the CSD. It will also be expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract).

34. ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

35.1 Failure to accept Terms of Reference and the General Conditions of Contract or any part thereof may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

THE BIDDER MUST COMPLETE THE FOLLOWING **I ________________________________ in my capacity as ____________________________________of the** **Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.** _______________________________ _________________________ **SIGNATURE** **CAPACITY** **Contact person of Company: ____** **Tel. of company: _____________________ Fax of company: _________________________**

END OF DOCUMENT

SECTION 3

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:
Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

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

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

	technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
1. Use of contract documents and information; inspection.	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have

		them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
	(a)	a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
	(b)	a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder 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 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 sub bidder(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 the performance of the contract to the extent not terminated.
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 favorable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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 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 the proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South

	African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998. 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public-sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURES

ANNEXURE A

RENDERING OF TRAVEL MANAGEMENT SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE, SHUTTLE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR THE FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THREE (3) YEARS (FSPT001/2026/27)

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done, and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;

2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;

3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;

4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and

5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contractor, or any employee of such a person, consortium/joint venture/sub-contracting.

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SIGNED ON BEHALF OF BIDDER

Date: ………../…………/…………..