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THE PUBLIC SERVICE SECTOR EDUCATION TRAINING AUTHORITY

Terms of Reference

APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY

RFP NUMBER: RFP/2021/001447

CLOSING DATE: 20 JULY 2026

CLOSING TIME: 11:00

1. INTRODUCTION

The Public Service Sector Education and Training Authority (PSETA) is a Sector Education and Training Authority (SETA) established in terms of section 9(1) of the Skills Development Act 97 of 1998 as amended and is classified as a National Public Entity under schedule 3A of the Public Finance Management Act, 1 of 1999.

This document outlines the terms of reference for the appointment of a service provider with proven experience and specialization in the development of occupational qualifications.

2. OBJECTIVES OF THE ASSIGNMENT

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

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

This RFP does not constitute an offer to do business with PSETA, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process

3. SCOPE OF WORK/SPECIFICATION

The travel requisition process is currently an automated process. The PSETA end-user will capture a travel request on the SCM system. The SCM dept. will first check the request for completeness and dates of travel/accommodation. The SCM dept. will then forward the request to the TMC via the SCM system. The TMC will then respond with 3 quotations from different companies. The SCM official will then choose 1 quotation and inform the TMC via the SCM system. The TMC will then send their quotation to the SETA with dates and amounts for travel/accommodation and service fees. The requisition will then go through an automated approval workflow process. After the requisition has been approved the SCM System will then generate a Purchase Order that has to be approved by the CFO. The SCM official will then forward Purchase Order Number to the TMC. On receipt of the order number, the TMC will then issue an itinerary/travel voucher through email.

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

a) Provide PSETA with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;

b) Achieve significant cost savings for PSETA without any degradation in the services;

c) Appropriately contain PSETA's risk and traveller risk.

15.2. Travel Volumes

The current PSETA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2025/2026 as follows:

	Service Category	Estimated Number of Transactions for 36 months	Estimated Expenditure per annum
1	Air Travel – International	**10**	
3	Air Travel – Domestic	**600**	
4	Air Travel – International (Re-issue)	**5**	
6	Air Travel – Domestic (Re-issue)	**100**	
7	Refunds – Air Domestic	**50**	
9	Refunds – Air International	**5**	
10	Car Rental – Domestic	**600**	
13	Transfers/Shuttle – Domestic	**300**	
16	Accommodation – Domestic	**500**	
18	Accommodation – International	**10**	
19	Bus/Coach Bookings	**25**	
24	Parking bookings	**50**	
25	Cancellations	**100**	
26	Changes to bookings	**100**	
27	After Hours Services	**50**	
	Total	**2505**	

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

15.3. Service Requirements

15.3.1. General

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

a. The travel services will be provided to all Travellers travelling on behalf of PSETA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that PSETA is responsible for the arrangement and cost of travel.

b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.

c. Familiarisation with current PSETA travel business processes.

d. Familiarisation with current travel suppliers and negotiated agreements that are in place between PSETA and third parties. Assist with further negotiations for better deals with travel service providers.

e. Familiarisation with current PSETA Travel Policy and implementations of controls to ensure compliance.

f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

g. Provide a facility for PSETA to update their travellers' profiles.

h. Manage the third party service providers by addressing service failures and complaints against these service providers.

i. Consolidate all invoices from travel suppliers.

j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to PSETA.

l. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

15.3.2. Reservations

The Travel Management Company will:

a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.

b. always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.

c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.

d. online booking system must provide a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.

e. book the negotiated discounted fares and rates where possible.

f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.

g. book parking facilities at the airports where required for the duration of the travel.

h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.

i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.

k. advise the Traveller of all visa and inoculation requirements well in advance.

l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

m. facilitate any reservations that are not bookable on the Global Distribution System (GDS).

n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.

o. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

p. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.

q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by PSETA are non-commissionable, where commissions are earned for PSETA bookings all these commissions should be returned to PSETA on a quarterly basis.

r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by PSETA.

s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per PSETA's instructions

15.3.3. Air Travel

a. The TMC must be able to book full service carriers as well as low cost carriers.

b. The TMC will book the most cost effective airfares possible for domestic travel.

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

d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

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

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

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

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

i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.

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

k. Assist with lounge access if and when required.

15.3.4. Accommodation

a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

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

c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with PSETA's travel policy.

d. PSETA travellers may only stay at accommodation establishments with which PSETA has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or PSETA.

e. Accommodation vouchers must be issued to all PSETA travellers for accommodation bookings and must be invoiced to PSETA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

15.3.5. Car Rental and Shuttle Services

a. The TMC will book the approved category vehicle in accordance with the PSETA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.

e. The TMC will book transfers in line with the PSETA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

f. The TMC should manage shuttle companies on behalf of the PSETA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

15.3.6. After Hours and Emergency Services

a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.

c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

1.1. Communication

1.1.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of PSETA.

1.1.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.

1.1.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, Travel Management Company in one smooth continuous workflow.

1.2. Financial Management

1.2.1. The TMC must implement the rates negotiated by PSETA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

1.2.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to PSETA for payment within the agreed time period.

1.2.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

1.2.4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. ‘Bill back’, refers to the supplier sending the bill back to the TMC, who, in turn, invoices PSETA for the services rendered.

1.2.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

1.2.6. Consolidate Travel Supplier bill-back invoices.

1.2.7. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.

1.2.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to PSETA's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

1.2.9. Ensure Travel Supplier accounts are settled timeously.

15.6. Technology, Management Information and Reporting

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

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

15.6.3. All management information and data input must be accurate.

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

15.6.5. Reports must be accurate and be provided as per PSETA's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

15.6.6. PSETA may request the TMC to provide additional management reports.

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

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

i. Travel

a) After hours' Report;

b) Compliments and complaints;

c) Consultant Productivity Report;

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 Travel Policy.

ii. 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) Reconciled reports for Travel Lodge card statement;

f) No show report;

g) Cancellation report;

h) Receipt delivery report;

i) Monthly Bank Settlement Plan (BSP) Report;

j) Refund Log;

k) Open voucher report, and

l) Open Age Invoice Analysis.

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

15.7. Account Management

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

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

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

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

15.7.5. Ensure that the PSETA's Travel Policy is enforced.

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

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

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

15.8. Value Added Services

The TMC must provide the following value added services:

15.8.1. Destination information for regional and international destinations:

i. Health warnings;

ii. Weather forecasts;

iii. Places of interest;

iv. Visa information;

v. Travel alerts;

vi. Location of hotels and restaurants;

vii. Information including the cost of public transport;

viii. Rules and procedures of the airports;

ix. Business etiquette specific to the country;

x. Airline baggage policy; and

xi. Supplier updates

15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

15.8.4. Travel audits;

15.8.5. Global Travel Risk Management;

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

15.9. Cost Management

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

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

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

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

15.10. Quarterly and Annual Travel Reviews

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

15.10.2. Annual Reviews are also required to be presented to PSETA's Senior Executives.

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

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

15.11. Office Management

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

a. Senior Consultants

b. Intermediate Consultants

c. Junior Consultants

d. Travel Manager (Operational)

e. Finance Manager / Branch Accountant

f. Admin Back Office (Creditors / Debtors/Finance Processors)

g. Strategic Account Manager (per hour)

h. System Administrator (General Admin)

16. PRICING MODEL

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

16.1. Transaction Fees

Refer Annexure A3: Pricing Schedule

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

i. Off-site option (Template 1)

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

16.3.1. It is important for bidders to note the following when determining the pricing:

i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

ii. No override commissions earned through PSETA reservations will be paid to the TMCs;

iii. An open book policy will apply and any commissions earned through the PSETA volumes will be reimbursed to PSETA.

iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

16. EVALUATION AND SELECTION CRITERIA

PSETA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Specific Goals Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Gate 2 (Price and Specific goals).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 75 points.

17.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of PSETA's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1		Fully Completed and sign the supplied pro forma document. i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database. iii. Vendor number. In the event where the Bidder submits a

		hard copy of the TCS (Tax Pin), the CSD verification outcome will take precedence
Declaration of Interest – SBD 4		Fully Completed and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1		Fully Completed and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation A2		Complete and sign
Registration on Central Supplier Database (CSD		The Travel Management Company (TMC) 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. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	**YES**	i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy

		of the certificate to that effect at closing date.
Pricing Schedule		Submit full details of the pricing proposal as per **Annexure A3 in a separate envelope**
General Conditions of contract		Each page signed/ initialed
Failure to submit the documents as requires will disqualify the bid.		

17.2. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to Annexure A2 for detailed information.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

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

ii. Presentation and system demonstration – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 15 points out of 20 points.

iii. The overall combined score must be equal or above 75 points to proceed to Gate 2 for Price and Specific Goals evaluations.

As part of due diligence, PSETA will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at PSETA's sole discretion.

Functionality	Maximum Points	Minimum Threshold

	Achievable	
Desktop Technical Evaluation **Details found in Annexure A2 – Technical Scorecard**		
Presentation and On-site Reference Checks		
OVERALL COMBINED POINTS		

17.3. Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points

Only Bidders that have met the 75 point threshold in Gate 1 will be evaluated in Gate 2 for price and Specific Goals . Price and Specific Goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

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

The following formula will be used to calculate the points for price

Stage 1 – Price Evaluation 80 Points)

Criteria	Points
Price Evaluation ***Ps = 80*** $\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

_____

Where

Ps = Points scored for comparative price of bid under consideration Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

ii. Stage 2 – Specific Goals Evaluation (20 Points)

a. Specific Goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their Specific Goals status level of contributor in accordance with the table below:

		Points
Price		**80**
Special goals		**20**
Black owned company Bidder who has 51% to 100% black people ownership	8	
Women Bidder who has 51% to 100% women ownership	4	
Youth Bidder who has 51% to 100% youth ownership	5	
Disability Bidder who has 51% to 100% disability ownership	3	
Total		**100**

Specific Goal points may be allocated to bidders on submission of the following documentation or evidence:

- Certified copy of doctor's certification with medical practice number for disability condition.
- CSD report and certified copy of Identification documentation
- CIPC documentation

Stage 3 (80 + 20 = 100 points)

The Price and Specific Goals points will be consolidated.

18. GENERAL CONDITIONS OF CONTRACT

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

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

19. CONTRACT PRICE ADJUSTMENT

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

20. SERVICE LEVEL AGREEMENT

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

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

20.3. Bidder(s) are requested to:

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

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

21. SPECIAL CONDITIONS OF THIS BID

PSETA reserves the right:

21.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

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

21.3. To accept part of a tender rather than the whole tender.

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

21.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

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

21.7. Award to multiple bidders based either on size or geographic considerations.

22. **PSETA REQUIRES BIDDER(S) TO DECLARE**

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

22.1. Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of PSETA;

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

c. Act with circumspection and treat PSETA fairly in a situation of conflicting interests;

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

e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PSETA;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of PSETA as a client before any other consideration; and

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

23. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PSETA's officers, directors, employees, advisors or other representatives;

d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other

representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g. has in the past engaged in any matter referred to above; or

h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

25. PREPARATION COSTS

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

26. **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, PSETA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part

27. **PRECEDENCE**

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

28. **LIMITATION OF LIABILITY**

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

29. **TAX COMPLIANCE**

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

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted

Suppliers. PSETA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

31. GOVERNING LAW

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

32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

33. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PSETA's examination and evaluation of a Tender.

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

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

34. PSETA PROPRIETARY INFORMATION

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

35. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP/2021/001445), the PSETA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make.
arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

6. TIME FRAME

The successful bidder will be appointed for a period of 36 (thirty six) months with an option to renew in PSETA's sole discretion for an additional 12 (Twelve) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

Bid proposals must be submitted to: Ms Ursula Mathonsi

Manager: Supply Chain Management

The PSETA

Ground Floor, Woodpecker Building, 177 Dyer Road, Hillcrest Office Park, Pretoria

Bidders must submit 2 copies of the proposal and one original.

No late applications will be accepted.

No electronic bid applications will be accepted.

The validity periods of the bids are 90 days from the closing date. Please direct all queries to Ms. Ursula Mathonsi via email on ursulam@pseta.org.za or telephonically on 012-423 5700

Ursula Mathonsi

Digitally signed by Ursula Mathonsi
Date: 2026.07.03 16:18:33 +02'00'