

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 36/24	CLOSING DATE:	29th August 2024	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA		CONTACT PERSON	Mashimbye S.M	
TELEPHONE NUMBER	(015) 230 4440 or 079 699 2308		TELEPHONE NUMBER	083 702 3122	
FACSIMILE NUMBER	(015) 291 2226		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<u>SeopaPA@dsd.limpopo.gov.za</u>		E-MAIL ADDRESS	<u>MashimbyeS@dsd.limpopo.gov.za</u>	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Item No	Quantity	Description	Bid Price in RSA Currency (All applicable taxes included)
		PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS	

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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

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.

2.2 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:

.....
.....

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.

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.

- 3.5 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.
- 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where the 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)
Women	5	
Persons with disabilities	5	
Enterprise located in Limpopo	10	

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:



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

GOVERNMENT PROCUREMENT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3.** “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4.** “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5.** "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6.** “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7.** “Day” means calendar day.
- 1.8.** “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9.** “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10.** “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11.** "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that

of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14. "GCC" means the General Conditions of Contract.

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

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

- 1.17.** “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18.** “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19.** “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20.** “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21.** “Purchaser” means the organization purchasing the goods.
- 1.22.** “Republic” means the Republic of South Africa.
- 1.23.** “SCC” means the Special Conditions of Contract.
- 1.24.** “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25.** “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

- 2.2.** Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3.** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1.** Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2.** With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, 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.
- 5. Use of contract Documents and information; inspection.**
- 5.1.** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2.** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the

extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination
for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be

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

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

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

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

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has

been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 24. Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the

cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- 26. Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of liability 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

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

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

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (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.

- 6.1.24.** submission of proof that services have been satisfactorily delivered (invoices) as per Limpopo Department of Social Development instructions.

7. ACCOMMODATION AND CONFERENCE PACKAGE

- 7.1.** The TMC should book 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.
- 7.2.** The TMC will obtain three or more 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.
- 7.3.** The Service Provider will obtain three price comparisons from accommodation and conference 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. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) as per applicable National /Limpopo Provincial Treasury Instruction Note at the time.
- 7.4.** The service provider shall negotiate for better corporate deals with service providers and the Limpopo Department of Social Development travellers may only stay at accommodation establishments with 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 Service Provider 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/Limpopo Provincial Treasury or Limpopo Department of Social Development.
- 7.5.** Accommodation and conference package vouchers must be issued to all Limpopo Department of Social Development travellers for accommodation and conference package bookings and must be invoiced to Limpopo Department of Social Development as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation / conference package charges.

- 7.6.** The Service Provider must during their report period provide proof, where applicable, that accommodation and conference package rates were booked within the allowable rates as per the cost containment Instruction Note of the National / Limpopo Provincial Treasury.
- 7.7.** Cancellation of accommodation/conference package bookings must be done promptly to guard against no show and late cancellation fees.
- 7.8.** The Service Provider will obtain three price comparisons from facilities/ establishments that have a hall/atrium that will that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office. This includes conference package, booking, confirming, and amending of a hall rental with any establishment (churches, school, tents) as per applicable National /Limpopo Provincial Treasury Instruction Note at the time.

8. CAR RENTAL AND SHUTTLE SERVICES

- 8.1.** The TMC will book the vehicles as per the approved category of vehicles from the closest rental location (airport, hotel, and venue). Confirmation of bookings must include SMS confirmation.
- 8.2.** The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 8.3.** For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers.
- 8.4.** Rental of buses/luxury coaches will be provided as per Limpopo Department of Social Development.

9. AIR TRAVEL

- 9.1.** The service provider must be able to book full-service carriers as well as low-cost carriers.
- 9.2.** The service provider will book the most cost-effective airfares possible for domestic travel.
- 9.3.** The TMC will obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- 9.4.** Airline tickets must be delivered electronically (via email) to the traveller(s) promptly after booking before the departure dates (including SMS confirmation).

- 9.5. For international flights, the airline which provides the most cost effective and practical routes, shall be used unless there are exceptionally good reasons that militates against the usage of cost effective and/ or practical routes. Any deviation from the usage of cost effective and/ or practical routes must be recorded in writing, the reason/s thereof be made clear and be forwarded to DSD.
- 9.6. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable)
- 9.7. Airline ticket must be delivered electronically (SMS and or email) to the travel and travel bookers promptly after booking before departure times.
- 9.8. The service provider shall also be responsible for tracking of unused e-tickets as per agreement with the institutions and provide a report on refund management once a quarter.
- 9.9. The service provider shall during the reporting period provide proof of bookings made against the discounted rates on the publishes fares where applicable.
- 9.10. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements)
- 9.11. Assist with lounge access when required.

10. REGISTRATION

- 10.1. The travel management company will be provided with a quotation from the training/workshop facilitator.
- 10.2. The TMC to provide a quotation including workshop/training fee percentage.
- 10.3. Registration fees confirmations must be delivered electronically (via email) to the official(s) promptly after payments before the departure dates (including SMS confirmation).
- 10.4. The TMC is encouraged to register officials as early as possible for confirmation of space
- 10.5. Cancellation of training/workshop attendance must be done promptly to guard

against non-attendance and late cancellation fees).

11. AFTER HOURS AND EMERGENCY SERVICES

- 11.1.** The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 11.2.** A dedicated consultant/s must be available to assist DSD travellers with after hours or emergency assistance.
- 11.3.** After hours' services must be provided from Monday to Friday outside the official hours (16:30 to 7:h30) and twenty-four (24) hours on weekends and Public Holidays.
- 11.4.** A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to (in all travel confirmations)
- 11.5.** The TMC must have a standard operating procedure for managing after hours and emergency services.

12. COMMUNICATION

- 12.1.** The travel management company may be requested to conduct workshops and training sessions for travel bookers of Limpopo department of Social Development
- 12.2.** All enquiries must be investigated, and prompt feedback be provided in accordance with the service level agreement.
- 12.3.** The service provider must ensure sound communication with all stakeholders. Link the travellers, travel coordinator and the department in one smooth workflow

13. COST MANAGEMENT

- 13.1.** It is the obligation of the travel management company consultant to always advise on the cost-effective option, and costs should be within the framework of the National Treasury's cost Containment instructions.
- 13.2.** The service provider plays a pivotal role to provide high quality travel related services that are designed to strike balance between effective cost management, flexibility, and travel satisfaction.

14. TRAVEL LODGE CARD

- 14.1.** The department to lodge a travel credit card ('lodge card") with the appointed Travel Management Company as a mechanism to improve the regulated 30-day payment cycle for travel expenses and not to burden the Travel Management Company's cash flow.
- 14.2.** The Travel Management Company will be expected to use the Travel Lodge Card (TLC) arranged by the department in line with the signed Service Level Agreement.
- 14.3.** The TMC will be required to offer a 30-day bill-back account facility to institutions should a Travel Lodge Card not be offered. 'Bill back', refers to the supplier sending the bill back to the Travel Management Company, who, in turn, invoices the department for the services rendered.
- 14.4.** In case where the Travel Management Company used the Travel Lodge Card to pay actual travel expense, the Travel Management Company shall be paid the TMC service fees only.
- 14.5.** Where Travel Lodge Card is not utilised, the Travel Management Company shall be paid the actual travel expenses, bill back and merchant fee as per the quotation and the invoice.
- 14.6.** The lodge card will be utilised for single transactions above R30 000.00. in case of lower amount, the travel management company will be expected to cover the cost and claim travel expenses, bill back and merchant fee.
- 14.7.** The Travel Management Company cannot pay themselves their management/service fee through the lodge card. The department will process payments to the Travel Management Company directly on receipt of their invoice.

15. BID AWARD AND CONTRACT CONDITIONS

- 15.1.** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the required goods on terms set out in the bid, which offer cannot be amended after its date of submission except for arithmetic errors.
- 15.2.** Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.

- 15.3. The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 15.4. Awarding of the bid shall be subject to the Travel Management Company(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 15.5. The successful bidder will be bound by the Government Procurement: General condition of contract will form part of the signed contract with the successful bidder.
- 15.6. The department will verify supplier compliance on the Central Supplier Database report.
- 15.7. **Limpopo Department of Social Development shall award to this bid to three service providers who scored the highest points in terms Comparative Price Schedule. Only one service provider will be appointed per cluster.**
- 15.8. **The department shall allocate the Cluster one to the Highest point scorer. Cluster two (2) and Cluster three (3) shall be allocated to the preceding point scorers subject to price negotiation.**
- 15.9. The award of the bid may be subjected to price negotiation with the preferred bidders
- 15.10. The department further reserves the right to reject all or individual items of this bid and/or award all or individual items of this bid.
- 15.11. Bidders shall be notified about the departmental decision by means of publication in the Provincial Bid Bulletin, E-Tender Portal, and Departmental website.
- 15.12. The contract period will be from the commencement date of the contract.
- 15.13. The contract shall be concluded between Limpopo Department of Social Development and the successful Travel Management Company(s).
- 15.14. The Department expects appointed Travel Management Company(s) to take full responsibility and accountability to execute functions attached to the contract.
- 15.15. The department reserves the right to verify any information supplied by the bidder and should the information be found false or incorrect, the department will disqualify the bid and may further exercise any of the remedies available to it

16. **CONTRACT ADMINISTRATION**

- 16.1. Successful bidder(s) must report to the department within twelve (12) hours when unforeseeable circumstances will adversely affect the execution of the contract.
- 16.2. Full particulars of such circumstances as well as the period of delay must be furnished.

- 16.3. The administration of the bid and contract i.e., evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.
- 16.4. Department of Social Development shall provide monitoring and evaluation of the services rendered.
- 16.5. The Travel Management Company shall compile and submit monthly reports to the Department of Social Development.
- 16.6. Quarterly meetings shall be held with the Travel management company to assess the implementation of the programmes.
- 16.7. The Travel Management Company is required to submit monthly, quarterly, annual reports and any other report as may be required by the Department according to formats required of the Department.
- 16.8. The TMC shall submit to DSD at least three copies of comparative price quotations for each transaction.
- 16.9. Should DSD discover and establish that the booked transport, and /or accommodation were not the lowest available and that such deviation cannot be justified, DSD reserves the right to impose a monetary penalty to the value of (10%) percent of the total value of each transaction tainted by an unjustified deviation from the expected standard.
- 16.10. Every invoice submitted to the Department should be accompanied by the hotel bill.

17. LIST OF CLUSTERS

17.1. Services are clustered as per below table. Service providers will be appointed as outlined in 15.7 and 15.8

No	CLUSTERS	INSTITUTIONS
01	Cluster 1	Capricorn District, Polokwane Welfare Complex, Seshego Treatment Centre, and Provincial Office
02	Cluster 2	Mopani, Vhembe District and Mavambe Secure Care Centre
03	Cluster 3	Waterberg and Sekhukhune District

18. PAYMENT PROCESSES

- 18.1. Invoice will only be accepted upon delivery of satisfactory performance.
- 18.2. Invoice shall be accompanied by hotel bill, car rental, flight invoices etc
- 18.3. Payment will be affected within thirty (30) days from date of receipt of the invoice.
- 18.4. Part payments will not be accepted unless agreed upon by the parties in writing.

19. PRICING

- 19.1. All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 19.2. All prices charged should be inclusive of VAT. Successful bidder who are not registered for VAT at the time of bidding will be expected to register as VAT vendor within 30 days after award. Failure to comply with the requirement will lead to termination of the contract. The bid proposal must clearly indicate the total price of bid.
- 19.3. Bidders to take note that the department shall complete the process of evaluation and award in a period of Ninety days (90) days, therefore their prices should consider inflationary fluctuations.
- 19.4. Bidders are advised to take into consideration all factors affecting prices for the duration of the contract. Application for price adjustment will not be considered.
- 19.5. All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 19.6. All prices charged should be inclusive of business overheads and VAT.
- 19.7. The Merchant fee should be in percentage (%)
- 19.8. The bid proposal must clearly indicate the total price of bid.
- 19.9. Bidders to take note that the department shall complete the process of evaluation and award in a period of ninety (90) days, therefore their prices should consider inflationary fluctuations.

TRANSACTION FEES					
ITEM	Transaction Type		Year 1	Year 2	Year 3
1	Air Travel – International (per person)		R	R	R
2	Air Travel – Regional (per person)		R	R	R
3	Air Travel – Domestic (per person)		R	R	R
4	Air Travel – International (Re-issue) (per person)		R	R	R
5	Air Travel – Regional (Re-issue) (per person)		R	R	R
6	Air Travel – Domestic (Re-issue) (per person)		R	R	R
7	Refunds – Air Domestic (per transaction)		R	R	R
8	Refunds – Air Regional (per transaction)		R	R	R
9	Refunds – Air International (per transaction)		R	R	R
10	Car Rental – Domestic (per transaction)		R	R	R
11	Car Rental – Regional (per transaction)		R	R	R

12	Car Rental – International (per transaction)		R	R	R
13	Transfers/Shuttle – Domestic (per transaction)		R	R	R
14	Transfers/Shuttle – Regional (per transaction)		R	R	R
15	Transfers/Shuttle – International (per transaction)		R	R	R
16	Accommodation – Domestic (per person)		R	R	R
17	Accommodation – Regional (per person)		R	R	R
18	Accommodation – International (per person)		R	R	R
19	Bus/Coach Bookings (per transaction)		R	R	R
20	Train bookings – International (per transaction)		R	R	R
21	Visa Assistance (Provision of documents and advice) (per person)		R	R	R
22	Registration (workshop/training) (per person)		R	R	R
23	Conference Transaction Fee (per facilities)		R	R	R
24	Parking facilities		R	R	R
25	Cancellations (per person)		R	R	R
26	Changes to bookings (per transaction)		R	R	R
27	After Hours Services (per transaction)		R	R	R
28	Bill Back		R	R	R
29	Merchant Fee		%	%	%
TOTAL PRICES THAT WILL BE USED FOR EVALUATION			R	R	R

20. EVALUATION CRITERIA

This bid shall be evaluated in four phases as follows:

Phase 1: Administrative Compliance and Mandatory Requirements

Phase 2: Functionality

Phase 3: Site Inspection

Phase 4: Price and specific goals

20.1. ADMINISTRATIVE COMPLIANCE

The Limpopo Department of Social Development has prescribed minimum administrative requirements that must be met by the bidders. In this regard

20.1.1 The bid document is made up of the following DSD forms:

- 20.1.1.1 DSD 1: Invitation to bid
- 20.1.1.2 DSD 3.1: Pricing schedule-firm prices
- 20.1.1.3 DSD 4: Bidder's Disclosure
- 20.1.1.4 DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2022

20.1.2 Bids will be evaluated based on the following administrative compliance elements:

Documents that must be submitted	Non-submission and partial completion may result in disqualification	Requirements
Invitation to Bid – SBD 1	No	Complete and sign the supplied pro forma document
Pricing Schedule – Firm Prices SBD 3.1	No	Complete and sign the supplied pro forma document
Bidder's Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies. NB: All companies that are under the name of the director/s or shareholder or member or trustees must be declared, irrespective of whether they (companies) are used for bidding or not. Including Joint Venture/Consortium/Partnership
Preference Point Claim Form – SBD 6.1	No	Non-claiming of points on this form will lead to zero (0) even if mean of verification on specific goals is attached.
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax	

	obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing”
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
In the service of the state status	Bid will not be considered if shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted
Completion of Bid Document	<ul style="list-style-type: none"> ✓ Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes), failure will lead to disqualification. ✓ Use of tippex the bid document shall lead to the disqualification of the bid. ✓ Completion of bid document must be in black or blue ink. (Completion in pencil or red ink shall disqualify the bid).
<u>Consortia / Joint Ventures / Partnership:</u>	<ul style="list-style-type: none"> ✓ Submission of duly signed agreement with clear responsibilities of each party. ✓ Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf. ✓ Every member of the Consortium or Joint Venture or Sub-contractor is registered on the central supplier dataset and must submit their own Full Central Supplier Database Registration and not a summary ✓ Signed agreement between involved parties indicating the lead member ✓ Where reference is made in the bid document to the terms, ‘firm’, ‘bidder’ and ‘tenderer’, it should be noted that they refer to one and the same name. ✓ In the event where the trade name is different from the legal name, the trade name must be used as the name of the bidder and NOT the legal name. ✓ Naming of the bidding company must be consistent in the bid document. ✓ CSD report and any other document perceived to be important with regard to

	<p>the identification of the bidder.</p> <p>✓ In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: “Excel cc in JV with Microsoft cc” etc.</p>
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20.2. MANDATORY REQUIREMENTS

20.2.1. Bidders are required to submit their valid International Air Transport Association (IATA) certificate (certified copy) at closing date. **Where a bidding company is using a 3rd party IATA certificate (certified copy), valid proof of the agreement must be attached and copy of the certificate to that effect.**

20.3. FUNCTIONALITY REQUIREMENTS

20.3.1. Company Track Record including evidence of number of projects successfully completed or ongoing with reference numbers.

20.3.2. Proof of travel management service project(s) completed.

20.3.3. Submission of valid proof of financial capacity. Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (letter must be signed and not older than three months) or proof of overdraft facility in the name of business (Bank letter must be signed and not older than three months). NB [only overdraft amount will be considered on the letter], or Proof of company capability to self-fund (i.e., stamped bank statement not older than three months).

20.3.4. Registration with Tourism Industry Associations

Take note that misrepresenting facts is illegal, and lobbying shall lead to disqualification of the bidder and blacklisting of the company.

20.4. FUNCTIONALITY EVALUATION TOOL:

Total Points Allocated: 100 Points

NO	ELEMENT	SCALE	WEIGHTS IN %	POINTS
1	Experience of the bidder in the provision of Travel Management Services with complete references.	Above 5 years	35%	35
		Between 3 and 5 years		20
		Below 3 Years		10

	(Evidence of successfully completed or ongoing projects with contactable references)	No experience		0
2	Value of travel management service project completed with contactable references. (Value based evidence of successfully completed or ongoing projects with contactable references)	R2 500 001.00 and above	25%	25
		R2 000 001.00 and R2 500 000.00		15
		R1 500 001.00 and R2 000 000.00		10
		Below R1 500 000.00		0
3	Submission of valid proof of financial capacity. Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (letter must be signed and not older than three months) or proof of overdraft facility in the name of business (Bank letter must be signed and not older than three months). NB [only overdraft amount will be considered on the letter], or Proof of company capability to self-fund (i.e., stamped bank statement not older than three months).	R2 500 000.00	20%	20
		between R2 000 000.00 and R1 000 000.		15
		between R999 000 and R700 000.00		10
		below R699 000.00.		5
		Non submission of Proof of valid financial capacity issued by authorized financial institution		0
4	Registration with Tourism Industry Associations	Submission of valid proof of registration/affiliation with any Tourism Industry Association	20%	20
		Non submission of valid proof of registration/ affiliation with any Tourism Industry Association		0
TOTALS			100%	100 POINTS

The bidders must score a minimum of seventy (70) points on functionality to proceed to the next phase of evaluation which is Site inspection.

The specific goals allocated points in terms of this tender	Number of points (80/20 system)
Promotion of Women	5
Persons with Disabilities	5
Enterprise located in Limpopo	10

Price = 80 points

Specific goals = 20 points

20.6.3. CLAIMING OF SPECIFIC GOALS

20.6.3.1. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of company registration document). Information will be verified through the Central Supplier Database Report

20.6.3.2. Preference points allocated for persons living with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders to submit copy of medical certificate from a registered medical practitioner. The date of the certificate should not be more than 12 months.

20.6.3.3. Preference points allocated for Enterprise Located in Limpopo Province may be claimed only by companies operating within the borders of Limpopo Province. Bidders must attach proof of residence of where the enterprise is located. **Points will only be allocated if site inspection was conducted at the same address.**

21. CONTACT DETAILS

ADMINISTRATION	TECHNICAL ENQUIRIES
Mr. Seopa A.P Deputy Director: Demand and Acquisition Management Department of Social Development Tel: (015) 230 4440 Cell: Tel: 079 699 2308 E-mail: SeopaPA@dsd.limpopo.gov.za	Ms Mashimbye S.M Deputy Director: Finance Management Department of Social Development Tel: 083 702 3122 E-mail: MashimbyeS@dsd.limpopo.gov.za