



social development

Department of
Social Development
FREE STATE PROVINCE

**APPOINTMENT OF SERVICE PROVIDER(S) FOR
RENDERING OF TRAVEL AGENCY AIR TRAVEL, CAR
HIRE, SHUTTLE SERVICES AND ACCOMMODATION
FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL
FOR FREE STATE DEPARTMENT OF SOCIAL
DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS**

BID NUMBER: FSDSD (T) 001/2023

ADVERT DATE:

27 October 2023

CLOSING DATE AND TIME:

27 November 2023 AT 11:00 AM

ENQUIRIES

BIDDING PROCESS: Ms. Nteboheng Magashule @ 051 409 0573 / Nteboheng.Magashule@fssocdev.gov.za

TECHNICAL: Ms. C. Lebone @ 072 953 0558 or Cathrine.Lebone@fssocdev.gov.za

NB: All enquiries should preferably be made in writing to the officials mentioned above.

DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- ❖ Bid Submission Checklist

SECTION 1

- ❖ Invitation to Bid (SBD 1)
- ❖ Price Schedule (SBD 3.1)
- ❖ Price Schedule (SBD 3.2)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)
- ❖ The following documentation are required for evaluation purposes:
 - Tax Compliance Status Pin (To be provided on the SBD 1)
 - CSD Registration Number (MAAA) (To be provided on the SBD 1)
 - Proof of registration with ASATA (certified copy of accreditation certificate).
 - Bidders are required to submit their Association of Southern African Travel Agents (ASATA) license/certificate (certified copy) at closing date of the bid.
 - Where a bidding company is using a 3rd party ASATA license, such bidders are required to submit a copy of the agreement between the bidding company and the ASATA registered company together with a certified copy of the accreditation certificate of the latter company at closing date of the bid. This arrangement must be at no extra cost for the Department.

SECTION 2

- ❖ Special Conditions of Contract (SCC)

SECTION 3

- ❖ General Conditions of Contract (GCC)- not to be returned as part of the submission

Annexure A

- ❖ Joint Venture or a Consortium Agreement to be completed
- ❖ A separate joint venture agreement to be submitted by bidders. Kindly complete attached **Annexure A** and register on the CSD as a Joint Venture.

Annexure B

- ❖ DTIC format Sworn Affidavits

BID SUBMISSION CHECKLIST

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

Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 3.1	Pricing Schedule – Firm Prices		
SBD 3.2	Pricing Schedule – Non-Firm Prices		
SBD 4	Declaration of Interest		
SBD 6.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3.	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
4.1	Proof of residential address - (municipality account required, Municipal Clearance certificate or signed rental agreement)		
	CSD Registration number (MAAA Number)		
	Joint Venture (JV) Agreement (if it is a JV)		
Annexure A	Joint Venture or a Consortium (if it is a JV)		
Annexure B	DTIC format Sworn Affidavit		

SECTION 1

STANDARD

BIDDING

DOCUMENTS

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FSDSD (T) 001/2023	CLOSING DATE:	27 November 2023	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) FOR RENDERING OF TRAVEL AGENCY AIR TRAVEL, CAR HIRE, SHUTTLE SERVICES AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bid Box situated at Main Entrance at the Foyer					
Civilia Building, Number 14					
Mariam Makeba Street,					
Bloemfontein					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nteboheng Magashule		CONTACT PERSON	Cathrine Lebone	
TELEPHONE NUMBER	051 409 0573		TELEPHONE NUMBER	051 409 0615	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Nteboheng.Magashule@fssocdev.gov.za		E-MAIL ADDRESS	Cathrine.Lebone@fssocdev.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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.....	Quote number: FSDSD (T) 001/2023
Closing Time 11:00	Closing date: 27 November 2023

OFFER TO BE VALID FOR ONE HUNDRED AND TWENTY (120) DAYS FROM THE CLOSING DATE OF BID

NAME OF BIDDER.....		BID NUMBER: FSDSD (T) 001/2023		
Closing Time 11:00		Validity Period: 120 Days		
	RENDERING OF TRAVEL AGENCY IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT (Traditional Booking and On-Line Booking)	FEE PER PERSON		
A	DOMESTIC: AIR TRAVEL	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Domestic Air Ticket per person			
	Air ticket – reissue Domestic			
	Refund Admin Fee (excluding airline charges) straight refund			
	Lost Ticket indemnity fee (excluding airline charges)			
	Change Booking Fee			
	Cancellation Fee			
	Parking			
	Travel Insurance			
	SMS Notification			
	24 Hour emergency call centre charges (subcharge) including weekends and public holidays			
	Transfer Services			

FSDSD (T) 001/2023: APPOINTMENT OF SERVICE PROVIDER(S) FOR RENDERING OF TRAVEL AGENCY AIR TRAVEL, CAR HIRE, SHUTTLE SERVICES AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
	RENDERING OF TRAVEL AGENCY IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT	FEE PER PERSON		
B	INTERNATIONAL : AIR TRAVEL	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	International Air Ticket			
	Air ticket – reissue International			
	Refund Admin Fee (excluding airline charges) straight refund			
	Lost Ticket indemnity fee (excluding airline charges)			
	Change Booking Fee			
	Cancellation Fee			
	Parking			
	Travel Insurance			
	SMS Notification			
	24 Hour emergency call centre charges (subcharge) including weekends and public holidays			
	Transfer Services			
C	CHARTER FLIGHTS	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Charter Flights			
	Refund Admin Fee (excluding airline charges) straight refund			
	Change Booking Fee			
	Cancellation Fee			
D	ACCOMMODATION	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Domestic Accommodation (including Bed & Breakfast) Service Fee per booking – Fixed amount NOT a percentage			
	Domestic Accommodation (excluding Breakfast) Service Fee per booking – Fixed amount NOT a percentage			
	Group of more than 5 - Domestic Accommodation (including Bed & Breakfast) Service Fee per booking – PERCENTAGE			
	Group of more than 5 - Domestic Accommodation (excluding Breakfast) Service Fee per booking – PERCENTAGE			

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D	ACCOMMODATION	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	International Accommodation (including Bed & Breakfast)			
	International Accommodation (excluding Breakfast)			
	Group of more than 3 - International Accommodation (including Bed & Breakfast)			
	Group of more than 3 - International Accommodation (excluding Breakfast)			
	Accommodation Booking Fee including Bill Back			
	Refund Admin Fee			
	Change Booking Fee			
	Visas (per passport)			
	Emergency Visa Fee (per passport)			
	Visa 2-4 pax per person			
	Visa 5 plus pax per person			
	Cancellation fee			
	Parking			
E	CAR HIRE/TRANSPORT	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Domestic Car Hire			
	International Car Hire			
	Car Booking including Bill Back Fee			
	Shuttle Services (Point-to-Point and/or Hotel) <ul style="list-style-type: none"> - International - Domestic 			
	Chauffeur Services			
	Rail/Bus Bookings			
	Change Booking Fee			
	Cancellation fee			
F	BUNDLE FEE	1st YEAR BOOKING FEE	ESCALATION % FOR 2nd YEAR	ESCALATION % FOR 3rd YEAR
	Bundle Fee (Accommodation, Air Travel and Car Hire)			
	Change Booking Fee			
	Cancellation fee			

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	REQUIRED BY: FREE STATE SOCIAL DEVELOPMENT	
	Does your offer comply with specification	YES/NO
	If not to specification, indicate deviation(s)	
	Period required for delivery	
	Delivery: Firm/not firm	
	Delivery basis (all delivery costs must be included in the bid price)	

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING

FORMULA:

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

Where:

Pa = The new escalated price to be calculated.

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

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

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

80/20 or 90/10

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% or 51% Women owned enterprise	N/A	2,5	N/A	
100% or 51% Youth owned companies	N/A	2,5	N/A	
Locality	N/A	10	N/A	
SMME's located within the Free State area of jurisdiction	N/A	5	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

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

(f) The **80** points will be for price; and

(g) The **20** points will be allocated for the specific goals as follows:

HISTORICALLY DISADVANTAGED PERSON OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% or 51% Women owned enterprise	2,5	Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) / Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
100% or 51% Youth owned companies	2,5	Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) / Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
Locality	10	Proof of residence or valid leasing agreement if not owning the property / affidavit signed by lessor and lessee Or Proof of municipality accounts in the bidders' name (company name) not older than (3) three months Or Municipality Clearance Certificate not older than (3) three months
SMME's located within the Free State area of jurisdiction	5	Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.

SECTION 2

SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

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

2. STATUS OF REQUEST FOR PROPOSAL

- 2.1** This bid is an invitation for Bidders to submit a proposal for the provision of the services as set out in the Terms of Reference contained herein.
- 2.2** Bidder/s may bid for Traditional Booking or On-Line Booking system and must clearly indicate in their bid which system they intend to use.
- 2.3** No binding contract or other understanding for the supply of the Services will exist between the Department and any Bidder unless and until the Department has executed a formal written contract with the successful Bidder/s.
- 2.4** The Free State Department of Social Development wishes to enter into an exclusive agreement with Travel Agency/ Agencies whereby all arrangements for travel and accommodation bookings by the participating provincial departments are referred to this Travel Agency/ies.
- 2.5** The Travel Agency/ies will be expected to sign an umbrella agreement with Free State Department of Social Development on behalf of each participating department. The duration for this contract is 3 years (36 months) from the signing of a contract.

3. OBJECTIVE

The objective of the bid is to appoint Travel Management Companies (TMCs) in line with Free State Social Development objectives to -

- provide travel management services that are consistent and reliable;
- ensure that quality service is rendered in line with the Service Level Agreement;
- improve spend visibility through detailed management reporting;
- operate within the travel policy to assist with the improvement of traveller behaviour in order to minimise fruitless and wasteful expenditure;
- ensure the efficient and effective facilitation of domestic and international travelling and accommodation bookings requirements for the Department of Social Development;
- ensure that the most economical travelling and accommodation means are utilized by the Department of Social Development; and
- ensure that Policy Priority Objectives in terms of the Policy regulating Travel Agents are attained with respect to the travelling and accommodation service sectors.

4. DEFINITIONS

- 4.1 **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 4.2 **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours.
- 4.3 **Air travel** means travel by airline on authorised official business.
- 4.4 **Authorising Official** means the employee who has been appointed to authorise travel in respect of travel requests and expenses.
- 4.5 **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 4.6 **Department** means the Provincial Department that requires the provision of travel management services.
- 4.7 **Domestic travel** means travel within the borders of the Republic of South Africa.
- 4.8 **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 4.9 **International travel** refers to travel outside the borders of the Republic of South Africa.
- 4.10 **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services
- 4.11 **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- 4.12 **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- 4.13 **Service Level Agreement (SLA)** is a contract between the TMC and Government that defines the level of service expected from the TMC.
- 4.14 **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 4.15 **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees, after hours' and courier fees.

- 4.16 **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket.
- 4.17 **Traveller** refers to a Government official, consultant or contractor travelling on official business on behalf of Government.
- 4.18 **Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- 4.19 **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller.
- 4.20 **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- 4.21 **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 4.22 **Value Added Services** are services that enhance or complement the general travel management services e.g. travel advisories.
- 4.23 **VAT** means Value Added Tax.
- 4.24 **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

5. SCOPE OF WORK

The travel management services will include but will not be limited to the following:

5.1 General

- 5.1.1 The contracted services will be provided to all Travellers travelling on behalf of Government. This will include employees and contractors, consultants and clients where the agreement is that Government is responsible for the arrangement and cost of travel of such persons.
- 5.1.2 Government has implemented a formal Travel Policy that is enforced by all Departments and must be adhered to by all Travellers.
- 5.1.3 The Travel Management Company (TMC) will make all reservations in line with the Travel Policy.
- 5.1.4 The TMC must ensure that the final selection of flights, hotels and other services is authorised prior to the issuing of air tickets, vouchers and other travel documentation.
- 5.1.5 Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account.

5.1.7 The participation in third party incentive schemes promoting sales of a specific product etc. is not allowed.

5.1.8 The TMC will create Traveller Profiles for all Travellers and ensure that the information is updated.

5.1.9 The TMC will assist to manage the third party service providers by addressing service failures and complaints against these service providers.

5.2 Reservations

5.2.1 The TMC will always endeavour to make the most cost effective travel arrangements while taking the convenience and requirements of the Traveller into consideration.

5.2.2 The TMC must have a full understanding of all the destinations and routings to be able to advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.

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

5.2.4 The TMC will book the negotiated discounted fares and rates where possible.

5.2.5 The TMC will respond timely and process all requests, changes and cancellations timeously and accurately.

5.2.6 The TMC will advise the Traveller of all visa and inoculation requirements well in advance.

5.2.7 The TMC will assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

5.2.8 The TMC must also facilitate any reservations that are not bookable on the Global Distribution System (GDS).

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

5.2.9 The TMC will also facilitate the bookings that are generated through the online request and approval system to be implemented in the near future.

5.3 Air Travel

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

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

5.3.3 The airline ticket/electronic air ticket must include the applicable agreement number and the individual loyalty program number of the Traveller (if applicable). The following

information should be displayed on the ticket: ticket number, name of traveller, depart and destination and the costs thereof.

- 5.3.4 The airline ticket must include the applicable agreement number and the individual loyalty program number of the Traveller (if applicable).
- 5.3.5 The TMC will also assist with the booking of charters on an ad hoc basis. This will include the booking of charter services for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- 5.3.6 The TMC will be responsible for the tracking and management of unused e-tickets.
- 5.3.7 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- 5.3.8 The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- 5.3.9 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.

5.4 **Accommodation**

- 5.4.1 The TMC will obtain price comparisons within the maximum allowable rate matrix as per the instruction of the National Treasury.
- 5.4.2 The TMC will obtain three price comparisons from accommodation establishments taking the maximum allowable rate, the proximity of the establishment in relation to the place of business and the convenience of the traveller into account.
- 5.4.3 This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the Department's travel policy.
- 5.4.4 Accommodation vouchers must be issued to all departmental travellers for accommodation bookings and must be invoiced to the relevant Department as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 5.4.5 The TMC must during their report period provide proof that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- 5.4.6 Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

5.5 Car Rental and Shuttle Services

- 5.5.1 The TMC will book the approved category vehicle in accordance with the Travel Policy with the appointed car rental service provider from the closest rental location.
- 5.5.2 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- 5.5.3 For international travel the TMC will offer alternative ground transportation to the Traveller that include rail, buses and transfers.
- 5.5.4 The TMC will book transfers in line with the Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- 5.5.5 The TMC must during their report period provide proof that negotiated rates were booked.

5.6 After Hours and Emergency Services

- 5.6.1 A consultant or team of consultants should be available to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 5.6.2 A dedicated consultant/s must be available to assist VIP Travellers with after hour or emergency reservations.
- 5.6.3 After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.
- 5.6.4 A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 5.6.5 The TMC 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.

5.7 Communication

- 5.7.1 The TMC must establish communication with all the stakeholders that include the Travellers, Travel Bookers, service providers and the Free State Social Development financial departments.
- 5.7.2 The TMC can be requested to conduct workshops and training sessions for Travellers and Travel Bookers.
- 5.7.3 All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement agreed to by the individual Government organisation and the appointed TMC.

5.8 Financial Management

- 5.8.1 The TMC must implement the rates negotiated by FS Social Development with travel service providers or the discounted airfares or the maximum allowable rates established by the Department, where applicable.
- 5.8.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Free State Social Development for payment within the agreed time period.
- 5.8.3 Cost savings must be achieved and this must be reported and proof provided during monthly and quarterly reviews.
- 5.8.4 The TMC will be required to offer a 30-day bill-back account facility to accommodation establishments and ground transportation service providers that are utilised by the Travellers.
- 5.8.5 The pre-payments required by certain establishments will be processed by the TMC. These pre-payments are often requested at the last minute for same day bookings.
- 5.8.6 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Free State Social Development 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.
- 5.8.7 The TMC will settle the Travel service providers' accounts within the agreed payment terms.

5.9 Technology and Management Information

- 5.9.1 The TMC must have the capability to consolidate all management information into a single source document.
- 5.9.2 Should future development require the utilisation of a particular GDS, the TMC should utilise the Free State Social Development selected GDS, even if it means a different GDS that the TMC is currently using.
- 5.9.3 The implementation of an Online Booking Tool to facilitate domestic bookings must be considered to optimise the services and related fees.
- 5.9.4 The TMC must provide a data feed to the National Treasury in the prescribed format and technical specifications.
- 5.9.5 All management information and data input must be accurate.

- 5.9.6 Reports must be accurate and provided as per the specifications at the agreed time. Information must be available on a transactional level that reflect detail including the name of the Department and Traveller, date of travel, spend category, supplier.
- 5.9.7 Reports must be available in an electronic format for example Microsoft Excel. No PDF documents will be accepted.
- 5.9.8 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

5.9.8.1 Travel

- a) After hours' reservations;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy (e.g. bookings less than 7 days prior to departure).

5.9.8.2 Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) 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.

5.9.9 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.

5.9.10 Free State Social Development will provide additional reporting requirements to be submitted on a monthly basis as prescribed by Cost Containment Instructions and Travel Policy Framework.

5.10 Account Management

- 5.10.1 The TMC must ideally appoint an Account or Business Manager that is ultimately responsible for the management of the account.
- 5.10.2 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 5.10.3 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 5.10.4 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 5.10.5 During Reviews comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

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

5.11 Value Added Services

The TMC must also provide the following value added services:

5.11.1 Destination information for regional and international destinations:

- a) Health warnings;
- b) Weather forecasts;
- c) Places of interest;
- d) Visa information;
- e) Travel alerts;
- f) Location of hotels and restaurants;
- g) Information including the cost of public transport;
- h) Rules and procedures of the airports;
- i) Business etiquette specific to the country, and
- j) Airline baggage policy.

5.11.2 Supplier updates;

5.11.3 Electronic voucher retrieval via web and smart phones;

5.11.4 SMS notifications for travel confirmations;

5.11.5 Travel audits;

5.11.6 Global Travel Risk Management;

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

5.12 Cost Management

- 5.12.1 The Travel Policy is establishing a basis for a cost savings culture throughout Free State Social Development

5.12.2 It is the obligation of the Traveller and the Authorising Official to ensure that the most cost effective option is selected at all times.

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

5.12.4 The TMC should have in-depth knowledge of the service provider products, to be able to provide the best option and alternatives that are in accordance with the 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.

5.13 Reimbursement of Services Rendered

5.13.1 A transaction fee will be paid to the TMC for services rendered.

5.13.2 The purpose of the transaction/management fee is to compensate the TMC for the quality services rendered and at the same time support a sustainable business model that will be beneficial to the TMC and Government.

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

5.14 Technology, Management Information and Reporting

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

5.14.2 The TMC may implement an Online Booking Tool to facilitate domestic bookings to optimise the services and related fees;

5.14.3 All management information and data input must be accurate;

5.14.4 The TMX will be required to provide the departments with a minimum of one (1) standard monthly report per department that are in line with the National Treasury's Cost Containment Instruction reporting template requirement at no cost;

5.14.5 Reports must be accurate and be provided as per department specific requirements at the agreed tie. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation, etc.);

5.14.6 Departments may request the TMC to provide additional management reports;

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

5.14.8 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 unauthorized parties.

5.14.9 Quarterly reviews are required to be presented by the TMC on all departmental travel activity in the previous three-month period. These reviews are comprehensive and presented to relevant department's procurement and finance teams as part of the performance management reviews based on the service levels.

5.14.10 Annual Reviews are also required to be presented to relevant department's Senior Executives.

5.14.11 The above Travel Reviews will include information as indicated by the department.

6. DURATION OF THE CONTRACT

6.1 The Travel Management Company(ies) will be appointed to provide travel management services for a three year period. The Department reserves the right to extend for an **additional twelve months**.

7. BID INFORMATION SESSION

7.1. None.

8. OUTCOMES AND DELIVERABLES

8.1 The department require that accommodation, road and air travel including charter flights in respect of its officials be made by a Travel Agency, with due consideration to the following:

- The travel, accommodation will only be for official reasons and in the interest of the Free State Social Development .
- All air tickets and travel documentation including vouchers/ shall be timeously delivered, faxed and/or emailed to the correct Booking Officer of the Department of Social Development who issued an order, as well as the service provider (e.g. hotel/B&B who will be providing the service required by the officials)

8.2 The Travel Agency must plan, arrange and change accommodation bookings on instructions from the Booking Officer. Each accommodation voucher/ proof of payment handed to the Booking Officer must contain but not limited to the following:

- The personal details of the official
- The booking details
- The limit of the Department's liability

8.3 Any charge to be levied by the Travel Agency to the Department of Social Development in respect of flight bookings must be in accordance with ASATA/IATA travel rates. The Travel Agency must negotiate contracts with service providers of accommodation and transport on a contract basis, so as to gain maximum cost benefit which must be passed on to the Department of Social Development. The FS Department of Social Development hereof may at any time request proof from the Travel Agency.

8.5 The Travel Agency must negotiate its own terms of settlement with service providers.

- 8.6 Each order must be invoiced separately clearly quoting the relevant order number. In the case of group bookings such as with conferences, the Department of Social Development will generate a specific order for which an invoice must be submitted. The invoice is to also quote the departmental order number and submitted within 30 days after the services have been rendered.
- 8.7 The Travel Agency will be required to accept that payment will be made within 30 calendar days of the receipt of the correct invoice. Payment will not be made against invoices that do not have an order number or which are under dispute until such time that the matters under dispute have been resolved.
- 8.8 With regards to accommodation, the client Department's liability will be limited to what has been booked per order.
- 8.9 The Travel Agency must provide details of the Car Hire Company contracted with in order to ensure that super cover insurance is provided. The Travel Agency must ensure that proper arrangements are made to have a car available and the Department of Social Development is not found to be arranging a separate contract with the car hiring company. The Travel Agency must also ensure that no separate invoice is issued by the car hiring company to the participating department. It is preferable for the Travel Agency to be contracted to more than one Car Hire Company.
- 8.10 The successful Travel Agency will be required to negotiate supplier discounts on behalf of the Department of Social Development and pass any discounts received from the third party to the department.
- 8.11 The Travel Agency will be required to familiarize themselves with internal departmental procedures relating to the service and provide free training to the Booking Officers nominated by the client Department on the booking procedure to be followed.
- 8.12 It is required that a comprehensive Travel Agency service profile including administrative support functions be provided. **The Travel Agency must have a fully fledged office/s within Free State.**
- 8.13 Personnel from the Travel Agency(s) must be available on a 24 hour basis, as and when required, so that enquiries and unexpected changes to a travel plan or accommodation can be facilitated.
- 8.14 In order to cater for the special needs of the Executive Authorities, Deputy Director Generals (DDG's) and Heads of Departments (HOD's) of Department of Social Development a dedicated VIP Service is a key requirement. The following information must be provided with regard to the bidder's VIP Service:
- Confirmation that the VIP Service is in existence and that it will be available to service Free State Department of Social Development's Department of Social Development, 24 hours per day, 7 days per week and 365 days per year for the duration of the project.
 - Personalized service offered by the Bidder's VIP Service in particular the following:
 - Tailor made travel service available for Executive Authorities, Deputy Director Generals (DDG's) and Heads of Departments (HOD's) of Department of Social Development.
 - Travel arrangements according to the Executive, Deputy Director Generals (DDG's) and Heads of Departments (HOD's) travel's needs.
 - Staff compliment of the Bidder's VIP Service consultants, number of relevant years of experience of VIP consultants and Knowledge base of the VIP Consultants.

- Flexibility offered by the bidder's VIP Desk in particular:
 - Personal one on one mobile/ on site travel consultation.
 - Document delivery during and outside office hours.
- Reference project with contactable references.

8.15 The Travel Agency must have a dedicated Strategic Relationship Manager who will be responsible for this account and be available 24 hours a day, seven days a week and 365 per year for the duration of this project.

8.16 The bidder must have a Complaints and Compliments Channel easily accessible to the end users. Such a channel must have an ability to track all the complaints and feed back to Free State Department of Social Development, the concerned Department of Social Development and the concerned end user. Monthly reports of incidents must be generated setting out the incidents reported and action taken.

9. FEE STRUCTURES/SERVICE FEES (Price pages for bid purposes SBD 3.1)

9.1 In order to evaluate all bids on the same basis, bidders are to complete the tables below. It will form part of the overall costing and evaluation of this bid. Bidders are to indicate prices for the first year and an escalation percentage for the second and third years. Bidders are also advised that the Department will only make use of the reputable air travel service providers as well as car hire shuttle services.

9.1.1 Domestic: Air Travel

9.1.2 International: Air Travel

9.1.3 Charter Flights

9.1.4 Car Hire/Transport (making reference to Page 10)

9.1.5 Accommodation

9.1.6 Bundle Fee

10. COSTING

10.1 Prices must be inclusive of all costs i.e. VAT, transport, etc.

10.2 Billing mechanisms, i.e. detailed monthly invoice per individual and summarized invoice per department before the 7th of the following month.

10.3 List value added proposition e.g. percentage (%) discount offered.

10.4 Copies of price comparisons/quotations and third party detailed invoices for car rental and accommodation should be obtained and submitted together with invoice/s per individual. In the cases of Air Transport, service providers are required to provide copy/ies of an **Electronic Ticket Receipt or 3rd party invoice as proof of bookings**. If it was not possible to obtain price comparisons/quotations for travel requests, reasons must be provided.

10.5 The Free State Department of Social Development requires bidders to use the Transaction Fee model.

10.6 **Transaction Fees**

10.6.1 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.

10.6.2 The bidder must further indicate the estimated percentage split between **Traditional Booking** and **On-line Bookings**.

8.17 Management Reports, as required by participating departments, must include the following:

- Detailed expenses incurred per month for each service shall be submitted to the participating Department within seven (7) days of the following month for monitoring and audit purposes.
- The reports must reflect detailed amounts per Debtors Account and reflect a breakdown of each service.
- Specific reports required such as outstanding orders (reflected per order number), invoices outstanding and a general statement of accounts (per account) indicating payments all outstanding accounts.

10.7 Volume Driven Incentives

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

- (i) National Treasury has implemented cost containment measures which must be implemented and enforced by all Departments. Travel Management Services Company/ies are required to adhere to such cost containment measures whereby negotiated non-commissionable fares and rates with various airlines carriers and other service providers were negotiated by the National Treasury;
- (ii) No override commissions earned reservations will be paid to the TMC's;
- (iii) An open book policy will apply and any commissions earned will be reimbursed; and
- (iv) TMC's are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institutions.

11. DECLARATION

11.1 Where a Shareholder/Member/Individual has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD9 and failure to do so will result in disqualification.

List of Shareholding/membership by Name of business, Position occupied and percentage of shareholding in the business

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

12. PERIOD OF CONTRACT

The travel agency contract will be running for a period of three (03) years from the date of approval of the contract.

13. PRICE ADJUSTMENTS

- 13.1 No price adjustments will be allowed during the 1st year of the contract period, it will only be considered on the anniversary of the contract using Consumer Price Index (CPI) read with SBD 3.2 (Price Adjustments).

Completed bid documents should be sealed, clearly marked Free State Social Development and deposited in the bid box at the address stated in the invitation on or before 11:00 which is accessible 24 hours at the Civilia Building on the Ground Floor.

14. SUBMISSION OF BID DOCUMENT/S

- 14.1 Proof of the following documentation will be required:

- Proof of residential address- (municipality account, municipal clearance certificate or rental agreement will be required.
- Identification copies of owner / s.
- Company's registration e.g. CK document.
- Proof of registration ASATA/IATA (certified copy of accreditation certificate).

NB: Failure of submitting the above-mentioned documentations may invalidate the Bid.

- 14.2 Bidders are to ensure that all pages of the document are attached.

15. OPENING OF THE BID BOX

Bid documents will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. Bids delivered after the above-mentioned stipulated time and date will not be considered.

16. COMPILATION OF DOCUMENTS

All documents should be completed with black ink on the date and time of submission.

17. EVALUATION PROCESS

- 17.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Administration and Mandatory bid requirements	Functionality	Price and Specific Goals	Recommendation and Appointment
<p>Compliance with administration and mandatory bid requirements</p> <p>Proof of registration with IATA (certified copy of accreditation certificate) or proof of right to use IATA accreditation of another company.</p> <p>(i) Bidders are required to submit their International Air Transport Association (IATA) license/certificate (certified copy) at closing</p>	<p>Bids will be evaluated in terms of Functionality and bidders who fail to obtain a minimum of 70 points out 100 points will not be evaluated further on Price and Specific Goals</p>	<p>Bids evaluated in terms of the 80/20 Preference Point System</p>	<p>Recommendation and appointment to the relevant Department</p>

Phase I	Phase II	Phase III	Phase IV
<p>date.</p> <p>(ii) Where a bidding company is using a 3rd party IATA license, a copy of the agreement between the bidding company and the IATA registered company together with a certified copy of the accreditation certificate of the latter company must be attached.</p>			

17.2 Phase I: Mandatory Requirements

During this phase Bidders' response will be evaluated based on the mandatory requirements indicated in this bid document. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

17.2.1 Registration on Central Supplier Database (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Are you a registered supplier on the Free State Social Development Central Supplier Database (CSD)? (Yes/No)

Complete your registered CSD vendor number on the checklist.

Provide a copy of the CSD Registration "Summary Report".

17.2.2 Proof of registration with IATA (certified copy of accreditation certificate).

- (i) Bidders are required to submit their International Air Transport Association (IATA) license/certificate (certified copy) at closing date of the bid.
- (ii) Where a bidding company is using a 3rd party IATA license, such bidders are required to submit a copy of the agreement between the bidding company and the IATA registered company together with a certified copy of the accreditation certificate of the latter company at closing date of the bid. This arrangement must be at no extra cost for the Department.

17.2.3 Valid Tax Pin

Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing.

18. Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents. **Non-compliance with this condition will invalidate the bid for such services offered.**

18.1 Phase II: Functionality Evaluation as per the Terms of Reference

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

Rating

Prospective bidders will be rated on each functionality criterion in accordance with the following matrix.

CRITERIA FOR SPECIFIC GOALS	DOCUMENTS TO BE ATTACHED	MAXIMUM POINTS
<p>1. EXPERIENCE</p> <p>A. Bidder's relevant experience for rendering of travel agency in respect of air travel, car hire and accommodation for domestic and/or international travel</p> <p>Successful completion for rendering of travel agency in respect of air travel, car hire and accommodation for domestic and/or international travel.</p> <p>R50 000.00 = 05 points</p> <p>R50 000.00 to R100 000.00 = 10 points</p> <p>R100 000.00 < R500 000.00 = 15 points</p> <p>R500 000.00 < 1 million = 20 point</p> <p>1 million < 1.5 million = 25 points</p> <p>1,5 million and above = 30 points</p>	<p>A. Attach orders or/and appointment letters (on the letter head of the institution and signed by Head of SCM or delegated official) relating to rendering of travel agency. together with corresponding completion certificate/delivery note/ or certified invoices to indicated that the service was successfully completed (All proof of service been delivered must relate/respond with attached orders or appointment letters)</p> <p>In the event you have rendered services outside government, appointment letter (on the letter head of the institution and signed by Head of SCM or delegated official) or sub-contract, appointment letters should be provided.</p>	A. 30
<p>2. REFERENCE LETTER FOR SUCCESSFUL RENDERING OF TRAVEL AGENCY.</p> <p>B. No Reference letter = 0 points</p> <p>1 to 5 Reference Letter(s) = 10</p> <p>More than 5 reference letters = 20 points</p>	<p>B. Reference letter signed by Head of SCM or delegated official on the letter head of the institution indicating the period of appointment, amount of the appointment and state/quality of delivery.</p> <p>The department reserves the right to further verify the credibility of reference letters</p>	B. 20
<p>3. FINANCIAL CAPACITY</p> <p>C. Demonstrated capacity of supplier to deliver</p> <ul style="list-style-type: none"> ➤ Bank Statement not older than Three Months ➤ Bank guarantee ➤ SEFA or other funding institutions 	<p>C. Proof of Bank Statement with cash flow of not less than R50 000.00 for the past six (6) months or Letter from the bank indicating revolving credit of not less than R50 000.00 over six (6) months.</p> <p>Letter of commitment to provide funding from a financial service provider or the approval of credit from the reputable service provider for R50 000.00 or more.</p>	C. 30

<p>4. LOCALITY</p> <p>E. The proximity of the service provider to the service center:</p> <p>Outside Free State = 0 points</p> <p>In the Free State area = 20 points</p>	<p>E. Proof of residence or valid leasing agreement if not owning the property together with proof of rental payments (i.e. Invoice or statement from the lessor not older than 3 months) or</p> <p>Proof of municipality accounts in the bidders' name (company name / Director of the company) not older than (3) three months</p> <p>or</p> <p>Municipality Clearance Certificate</p>	<p>E. 20</p>
<p>TOTAL</p>		<p>100</p>

- 18.3.1 Bids will be evaluated in terms of the new **Preferential Procurement Regulation, 2022** and the bid evaluation criteria stipulated in this section.
- 18.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 18.3.4 Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of **70 Points** for Functionality will be evaluated and scored in terms of the pricing and specific goals as indicated in the Special Conditions of Contract.
- 18.3.5 The Department reserves the right to determine the number of Companies to be appointed to provide the services.

18.4 Phase III: Preference Point System

- 18.4.1 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 (maximum 20 points)
- 18.4.2 The following formula will be used to calculate the points for price:
- $$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$
- 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

19. OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
Specific goals	20
Grand Total	100

20. ADJUDICATION OF THE BIDS

The adjudication of bids will be conducted in accordance with PPPFA (80/20) and the Preferential Procurement Regulation, 2022, on Price and Specific goals.

The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Social Development. **Please note that it could be decided not to award the bid to the bidder(s) who scored the highest points, should such bidder(s) not be Free State-based companies.**

21. AWARD OF CONTRACT

- 21.1 The number/allocation of service providers will be determined by the Accounting Officer. Free State Department of Social Development reserves its right at its sole discretion to appoint more than one bidder to implement this project.
- 21.2 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Department of Social Development.
- 21.3 The bidders are to submit a single bid which will separately respond to Free State Free State Social Development International and Domestic travel requirements. Free State Department of Social Development reserves the right to assess these bids separately and at its sole discretion to appoint bidders either for both Domestic and International travel, and Domestic travel only, or International travel only, depending on the strength of each bid and the travel requirements of the Department of Social Development.
- 21.4 For international travel, bidders may be placed on a panel and for international travel to be undertaken by the Department of Social Development quotation system may be utilized to ensure that Department of Social Development realize maximum value for money. A proven track record of provision of international travel services together with verifiable references is essential.
- 21.5 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and the Free State Social Development website.

22. LATE BIDS

- 22.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder.

23. COUNTER CONDITIONS

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

24. FRONTING

- 24.1 The Free State Department of Social Development supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 24.2 The Free State Department of Social Development, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with

the public sector for a period not exceeding ten years, in addition to any other remedies the Department may have against the Bidder / contractor concerned.

25. SUPPLIER DUE DILIGENCE

25.1 The Free State Department of Social Development reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This may include site visits.

25.2 Bidders must submit additional information when so requested.

26. VERIFICATION OF BIDDERS

26.1 During the Bid Evaluation and Adjudication process, the status of the supplier must be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

27. PRESENTATION

27.1 The Department may require presentations/interviews from the short-listed Bidders as part of the bid process.

28. COMMUNICATION AND CONFIDENTIALITY

28.1 The Free State Department of Social Development may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

28.2 All communication between the Bidder and the Free State Department of Social Development must be done in writing.

28.3 Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, and its offers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

28.4 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

28.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

28.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

29. FINANCIAL MANAGEMENT

29.1 The Company/ies must implement the rates negotiated by the Department of Social Development with successful bidders where applicable.

- 29.2 The Company/ies will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the Free State Department of Social Development for payment within the agreed time period.
- 29.3 The Company/ies are responsible for the consolidation of invoices and supporting documentation to be provided to the Free State Department of Social Development's Financial Department on the agreed time period (e.g. weekly).
- 29.4 The Free State Department of Social Development will settle the service providers' accounts within the agreed payment terms.

30. NEGOTIATIONS

- 30.1 The Free State Department of Social Development reserves the right to negotiate with the shortlisted Bidder/s a flat rate prior to awarding of the bid and with the successful Bidder/s for more cost-effective rates post awarding of the bid based on market conditions.

31 CONFIDENTIALITY

- 31.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that he/she has been awarded the contract.
- 31.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Department of Social Development, except where authorized in writing to do so. All material, documents and broadcasting information will remain the property of the Free State Department of Social Development.
- 31.3 Free State Department of Social Development agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required and/or authorized by law after awarding of the bid.

32 AGREEMENTS

- 32.1 A Service Level Agreement shall be entered into with the Department of Social Development to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the bid documents.
- 32.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid **Free State Social Development**, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

33 SETTLEMENT OF DISPUTES

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

34 OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 34.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Department of Social Development or a provincial public entity may not have business interest in any entity conducting business with the Department of Social Development.

- 34.2 According to the Public Service Regulations, 2016, an employee may not do business with any organ of state.
- 34.3 The **Department of Social Development** may not award any tender or enter into any contract with an employee in the employment of the State.
- 34.4 All bids received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be disqualified.

35 JOINT VENTURE AGREEMENTS

- 35.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. Kindly complete attached **Annexure A** and register on the CSD as a Joint Venture.
- 35.2 Individual Entity/ies must be registered on the CSD and after closing and before awarding, register a Joint Venture or a Consortium on the CSD. It will also be expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract.

36 ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

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

36.2 THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the
company, hereby certifies that I take note and accept the above-mentioned Special Conditions of
the
Contract.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____)_____

Fax of company: (____)_____

SECTION 3

GENERAL CONDITIONS OF CONTRACT

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
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15. Warranty
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FSDSD (T) 001/2023: APPOINTMENT OF SERVICE PROVIDER(S) FOR RENDERING OF TRAVEL AGENCY AIR TRAVEL, CAR HIRE, SHUTTLE SERVICES AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS

20. Subcontracts
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22. Penalties
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

<p>1. Definitions</p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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,</p>
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	<p>training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
1. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>

<p>7. Performance security</p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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</p> <p>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.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

	<p>supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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.

	<p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>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.</p>
	<p>21.2 If at any time during performance of the contract, the supplier or its subbidder(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.</p> <p>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.</p>
	<p>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.</p>
	<p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same</p>

		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. Terminationfor 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: <ul style="list-style-type: none"> (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.
24. Anti-dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. ForceMajeure	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

	<p>in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>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.</p>

30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998,asamended,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 relationshipand if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).</p> <p>35. 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.</p> <p>36. 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 publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.</p>

Annexure A

JV / Consortium Agreement

ANNEXURE A

FSDSD (T) 001/2023: RENDERING OF TRAVEL AGENCY IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL

IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:

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

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

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

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

SIGNED ON BEHALF OF BIDDER

Date: _____

Annexure B

DTI Template Sworn Affidavits

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO

ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member/Director/Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name :	
Trading Name (If Applicable) :	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians-</p> <ol style="list-style-type: none"> a) Who are citizens of the Republic of South Africa by birth or descent or b) Who became citizens of the Republic of South Africa by naturalization- <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under oath that:

- The enterprise is _____% black owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is _____% black woman owned per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% black designated group as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

FSDSD (T) 001/2023: APPOINTMENT OF SERVICE PROVIDER(S) FOR RENDERING OF TRAVEL AGENCY AIR TRAVEL, CAR HIRE, SHUTTLE SERVICES AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS

- Based on the Financial statements/Management accounts and other information available on the latest financial year-end of _____, the annual total revenue was R10,000,000.00(Ten Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At least 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stamp