

**PART A
INVITATION TO BID**

| | | | | | |
|---|--|---------------|---|--|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY) | | | | | |
| BID NUMBER: | LPT/ 004/2025 | CLOSING DATE: | 17 APRIL 2026 | CLOSING TIME: | 11H00 |
| DESCRIPTION | PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS TO LIMPOPO PROVINCIAL TREASURY | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| LIMPOPO PROVINCIAL TREASURY | | | | | |
| 46 HANS VAN RENSBURG | | | | | |
| POLOKWANE | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | NGOASHENG N.A | | CONTACT PERSON | MAPHANGA T.H | |
| TELEPHONE NUMBER | 015.298 7056 | | TELEPHONE NUMBER | 015 298 7055 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | NgoashengNA@treasury.limpopo.gov.za | | E-MAIL ADDRESS | MaphangaTH@treasury.limpopo.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: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

| | |
|---------------------------------|---------------------------|
| Name of Bidder..... | Bid number: LPT/ 004/2025 |
| Closing Time 11:00 | Closing date: 17/04/2026 |

OFFER TO BE VALID FOR **150** DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|--|-------------|--|
| - | Required by: | | |
| - | At: | | |
| - | Brand and model | | |
| - | Country of origin | | |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) | | |
| - | Period required for delivery | | |
| - | Delivery: | | *Firm/not firm |

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

*Delete if not applicable

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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

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.

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

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

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

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
| | |
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| | |
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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 |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

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PROVINCIAL TREASURY

TRANSACTION FEE PRICING SCHEDULE
PROVISION OF TRAVEL MANAGEMENT SERVICES

BID NUMBER: LPT 004/2025

ANNEXURE A

| Folio No. | Service Category | Weighted budget | Transaction Fee | Weighted price (weight x price) |
|-------------------------------|--|------------------------|------------------------|--|
| 1. | Service Category A | | R | R |
| 1.1 | Air Travel – International (per person) | 0,01 | R0,00 | R0,00 |
| 1.2 | Air Travel – Domestic (per person) | 0,05 | R0,00 | R0,00 |
| 1.3 | Car Rental – Domestic (per person) | 0,02 | R0,00 | R0,00 |
| 1.4 | Accommodation – Domestic (per person) | 0,7 | R0,00 | R0,00 |
| | Accommodation - Individual (1-4 people) | | R0,00 | R0,00 |
| | Accommodation - Group Booking (5 to 10 people) | | R0,00 | R0,00 |
| | Accommodation - Group Booking (more than 10 people) | | R0,00 | R0,00 |
| 1.5 | Accommodation – International (per person) | 0,01 | R0,00 | R0,00 |
| 1.6 | Conference Facilities - per facility (not per person) below R 50 000.00 | 0,2 | R0,00 | R0,00 |
| | Conference Facilities - per facility (not per person) R 50 001.00 - R100 000.00 | | R0,00 | R0,00 |
| | Conference Facilities - per facility (not per person) R 100 001.00 - R200 000.00 | | R0,00 | R0,00 |
| | Conference Facilities - per facility (not per person) R 200 001.00 and above | | R0,00 | R0,00 |
| SUB-TOTAL (Category A) | | 0,99 | R0,00 | R0,00 |
| 2. | Service Category B | Weighted budget | Transaction Fee | Weighted price (weight x price) |
| 2.1 | Air Travel – International (Re-issue) | | R | R |
| 2.2 | Air Travel – Domestic (Re-issue) | | R0,00 | R0,00 |
| 2.3 | Refunds – Air International (per transaction) | | R0,00 | R0,00 |
| 2.4 | Refunds – Air Domestic (per transaction) | | R0,00 | R0,00 |
| 2.5 | Car Rental – International (per person) | | R0,00 | R0,00 |
| 2.6 | Shuttle – International (per transaction) | | R0,00 | R0,00 |
| 2.7 | Shuttle – Domestic (per transaction) | | R0,00 | R0,00 |
| 2.8 | Bus/Luxury Coach Bookings | | R0,00 | R0,00 |
| 2.9 | Train Booking – International (per transaction) | | R0,00 | R0,00 |

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| | | | | | | |
|---|--|--|--|-------------|--------------|--------------|
| 2.10 | Train Bookings – Domestic | | | | R0,00 | R0,00 |
| 2.11 | After Hours Services (per transaction) | | | | R0,00 | R0,00 |
| 2.12 | Parking Facilities (per transaction) | | | | R0,00 | R0,00 |
| 2.13 | Changes to bookings (per person) | | | 0,01 | R0,00 | R0,00 |
| 2.14 | Cancellations (per person) | | | | R0,00 | R0,00 |
| 2.15 | Transfers – Domestic (per person) | | | | R0,00 | R0,00 |
| 2.16 | Transfers – International (per person) | | | | R0,00 | R0,00 |
| 2.17 | Insurance (per person) | | | | R0,00 | R0,00 |
| | Bill - Back fees per order (not per person) if travel agent using own funding of R 50 000.00 and below | | | | R0,00 | R0,00 |
| | Bill - Back fees per order (not per person) if travel agent using own funding of R 50 001.00 - R 100 000.00 | | | | R0,00 | R0,00 |
| 2.18 | Bill - Back fees per order (not per person) if travel agent using own funding of R 100 001.00 - R 200 000.00 | | | | R0,00 | R0,00 |
| | Bill - Back fees per order (not per person) if travel agent using own funding of R 200 001.00 and above | | | | R0,00 | R0,00 |
| SUB - TOTAL (Category B) | | | | 0,01 | R0,00 | R0,00 |
| Grand Total = Category A+ Category B | | | | 100 | R0,00 | R0,00 |

NB: For evaluation purpose the Weighted price will be utilized. For contracting the transaction fee will be utilized.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = 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) |
|--|---|---|--|---|
| Black people ownership ≥ 51% | N/A | 5 | N/A | |
| Woman ownership ≥ 51% | N/A | 5 | N/A | |
| Persons with disabilities ownership ≥ 51% | N/A | 2 | N/A | |
| Youth ownership ≥ 51% | N/A | 4 | N/A | |
| Locality – business / company based within a specific region (Limpopo) i.e. Municipal account/ address confirmation from Local Authority/ Lease agreement) | N/A | 4 | 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]

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- 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.

| | |
|--|-------|
| <p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |

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LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

PROVINCIAL TREASURY

TERMS OF REFERENCE

**LPT 004/2025: PROVISION OF TRAVEL MANAGEMENT SERVICES FOR
LIMPOPO PROVINCIAL TREASURY FOR THE PERIOD OF THIRTY-SIX
(36) MONTHS**

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1. LIST OF ABBREVIATIONS

| | |
|-------|---|
| AO | Accounting Officer |
| BSP | Bank Settlement Plan |
| CIPC | Companies & Intellectual Property Commission |
| CPI | Consumer Price Index |
| CSD | Central Supplier Database |
| GDS | Global Distribution System |
| IATA | International Air Travel Agency |
| LPT | Limpopo Provincial Treasury |
| OBT | Online Booking Tool |
| PPPFA | Preferential Procurement Policy Framework Act |
| RFB | Request for Bid |
| RFQ | Request for Quotation |
| RSA | Republic of South Africa |
| SA | South Africa |
| SARS | South African Revenue Service |
| SBD | Standard Biding Document |
| SLA | Service Level Agreement |
| TLC | Travel Lodge Card |
| TMCs | Travel Management Company(s) |
| TOR | Terms of Reference |
| TSP | Travel Service Provider |
| VAT | Value Added Tax (VAT) |

2. DEFINITIONS

“Accommodation” means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.

“After-hours service” refers to an enquiry made or travel request that is submitted after normal working hours, i.e. 17h00 to 07h30, Central African Time (CAT) from Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

“Air travel” means travel by airline on authorised official business.

“Authorising Official” means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the Traveller(s).

“Bidder(s)” means any natural or legal person(s) who makes an offer in response to a request for proposal.

“Bill back” refers to Travel Service Provider (TSP) sending the bill back to the Travel Management Company (TMC), who in turn, invoices Limpopo Provincial Treasury (LPT) for the services rendered.

“Car Rental” means the rental of a vehicle for a short period of time by a Traveller(s) for official purposes.

“Client Department” means LPT.

“Domestic travel” means travel within the borders of the Republic of South Africa (RSA).

“Emergency service” means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

“Employee of the state” means an individual employed by a Government/ State or local agency whose principal employment is in connection with an activity.

“Executive Service” means the specialised and personalised travel related services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

“International travel” refers to travel outside the borders of the RSA.

“Lodge Card” is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is “lodged” with the TMCs to which all expenditure is charged.

“Merchant Fees” are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

“Quality Management System” means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management.

“Rotational basis” means a system where members of a group take turns in a cycle for a specific role or function.

“SCM Practitioner” is the LPT official coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller(s).

“Service Level Agreement (SLA)” means a contract entered between the TMCs and the LPT that defines the level of service expected from the TMCs.

“Shuttle Service” means the service offered to transfer a Traveller(s) from one place to another.

“Transaction Fee” means the fixed negotiated fee charged for each specific service type e.g., charged per service type per transaction.

“Traveller(s)” refers to a government official, consultant, contractor, Political Office Bearers, and external stakeholders travelling on official business on behalf of Government.

“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.

“Travel Management Company” refers to the successful bidder appointed by the Department to provide travel management services (Travel Agents) in terms of this RFP and the resultant contract.

“Travel Service Provider” refers to third parties that are providing car rentals, shuttle services, air travel, accommodation, conference facilities and any other travel related services to LPT on behalf of the TMCs.

“Travel Voucher” means a document issued by the TMCs to confirm the reservation and/or payment of specific travel arrangements.

“Value Added Services” are services that enhance or complement the general travel management services e.g., Rules and procedures of the airports.

“VAT” means Value Added Tax.

3. INTRODUCTION

LPT hereby invites bidder(s) to submit offers/proposals for the provision of Travel Management Services for a period of thirty-six (36) months.

4. PURPOSE OF THIS REQUEST FOR BID (RFB)

4.1 Government official(s), consultants, contractors, Political Office Bearers and external stakeholders of LPT frequently travel within RSA and abroad for various official duties. It is therefore essential that LPT appoint a Travel Management Company/ies to provide these services in an efficient, cost-effective and compliant manner.

4.2 The appointed bidder(s) will be required to manage and maintain comprehensive travel management services, in accordance with the SLA.

4.3 The successful bidder(s) will be required to enter into an SLA with LPT.

4.4 The TMC(s) will be accountable to the LPT Accounting Officer (AO) or his/her delegate and will report directly to the delegated official(s) of LPT.

4.5 This RFB does not constitute an offer to do business with LPT but merely serves as an invitation to bidder(s) to submit proposals for consideration.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

- a) Bidder(s) must be tax compliant at the time of submitting a bid to LPT and must, if appointed, remain tax compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- b) Bidder(s) are required to be registered on the CSD and LPT will verify the bidder(s) tax compliance status through the CSD.
- c) Where Joint Ventures and/or Consortium are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.
- d) This bid is estimated to be above R1million threshold, and it is the responsibility of the bidder(s) to ensure that they are VAT registered as determined by SARS.

- e) The service provider(s) will be expected to submit valid tax invoices to LPT upon rendering the services.

5.2 Procurement Legislation

LPT has a detailed evaluation methodology based on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000), PPPFA Regulations of 2022, Provincial SCM Policy and Provincial Standard Operating Procedure, Annexure A of National Treasury Instruction No. 1 of 2024/2025, National Travel Policy Framework (Instruction no. 02. of 2017/18) and Departmental Preferential Procurement Policy of 2023.

5.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislations, standards or any other frameworks specifically applicable to the travel management services.

6. SCOPE OF WORK

6.1 Background

6.1.1. LPT requires the appointment of a Travel Management Company/ies to provide comprehensive travel management services in support of its operations. The Department seeks to appoint a service provider(s) capable of delivering efficient, reliable, and cost-effective travel solutions in accordance with the applicable policies and prescripts.

6.1.2 LPT's primary objective in issuing this RFB is to appoint a service provider(s) who will achieve the following:

- a) provide LPT with the travel management services that are consistent and reliable;
- b) maintain a high level of Traveller(s) satisfaction in line with the SLA without any degradation in the services;
- c) ensure significant cost savings to LPT by reducing administration burdens and cost;
- d) ensure accountability, manage and mitigate the risks related to travel services;

- e) monthly reports to be submitted on or before the seventh (7th) of each month as stipulated in paragraph 6.6;
- f) ensure alignment to NT and LPT instruction notes on cost-containment;
- g) implement the necessary processes and ensure good quality management and Traveller(s) satisfaction at all times;
- h) have a complaints handling procedure implemented to manage and record the compliments and complaints of the TMCs and other travel service providers;
- i) ensure that LPT's set standards are enforced;
- j) adhere to the SLA; and
- k) consider LPT's customer satisfaction surveys to improve performance.

6.2 Estimated Travel Volume

The estimated budget for 2024/25 financial year is around R20 million, with the estimated percentage share per service category as indicated in the table below:

Note: These percentages are estimates and do not guarantee the actual volumes or sales mix. LPT reserves the right to vary the volumes based on operational requirements.

| Item No. | Service Category | Estimated % share |
|-----------|---|-------------------|
| 1. | Category A | |
| 1.1 | Air Travel - International | 1% |
| 1.2 | Air Travel - Domestic | 5% |
| 1.3 | Car Rental - Domestic | 2% |
| 1.4 | Accommodation - Domestic | 70% |
| | Accommodation – Individual (1 to 4 people) | |
| | Accommodation – Group Booking (5 to 10 people) | |
| | Accommodation – Group Booking (more than 10 people) | |
| 1.5 | Accommodation - International | 1% |

| Item No. | Service Category | Estimated % share |
|-------------------------------|--|-------------------|
| 1.6 | Conference Facilities - per facility (not per person) below R 50 000.00 | 20% |
| | Conference Facilities - per facility (not per person) R 50 001.00 - R100 000.00 | |
| | Conference Facilities - per facility (not per person) R 100 001.00 - R200 000.00 | |
| | Conference Facilities - per facility (not per person) R 200 001.00 and above | |
| Sub-Total (Category A) | | 99% |
| 2. | Category B | |
| 2.1 | Air Travel – International (Re-issue) | 1% |
| 2.2 | Air Travel – Domestic (Re-issue) | |
| 2.3 | Refunds – Air International | |
| 2.4 | Refunds – Air Domestic | |
| 2.5 | Car Rental – International | |
| 2.6 | Shuttle – International | |
| 2.7 | Shuttle – Domestic | |
| 2.8 | Bus/Luxury Coach Bookings | |
| 2.9 | Train Booking – International | |
| 2.10 | Train Bookings - Domestic | |
| 2.11 | After Hours Services | |
| 2.12 | Parking Facilities | |
| 2.13 | Changes to bookings | |
| 2.14 | Cancellations | |
| 2.15 | Transfers – Domestic | |
| 2.16 | Transfers – International | |
| 2.17 | Insurance | |
| 2.18 | Bill - Back fees per order (not per person) if travel agent using own funding of R 50 000.00 and below | |

| Item No. | Service Category | Estimated % share |
|-------------------------------|--|-------------------|
| | Bill - Back fees per order (not per person) if travel agent using own funding of R 50 001.00 - R 100 000.00 | |
| | Bill - Back fees per order (not per person) if travel agent using own funding of R 100 001.00 - R 200 000.00 | |
| | Bill - Back fees per order (not per person) if travel agent using own funding of R 200 001.00 and above | |
| Sub-Total (Category B) | | 1.00% |
| GRAND TOTAL | | 100% |

6.3 Service Requirements

6.3.1 General

6.3.1.1 The successful bidder(s) will be required to provide diverse travel management services.

6.3.1.2 The TMCs deliverables under this section include but not limited to the following:

- a) provide travel services to all Traveller(s) travelling on behalf of LPT locally and internationally. This will include government officials, consultants, contractors, Political Office Bearers, and external stakeholders;
- b) arrange venues and facilities on behalf of LPT;
- c) provide travel management services during normal office hours (Mondays to Fridays, 07h30 – 17h00) as well as provide after-hours and emergency services as stipulated in paragraph 6.3.7.1;
- d) provide a facility for LPT to update Traveller(s) profiles;
- e) comply with current LPT travel business processes, National and Provincial Instruction Notes, and any other implementation controls to ensure compliance;
- f) familiarise themselves with current credible travel suppliers, negotiated agreements that might be in place between LPT and third parties;

- g) negotiate for better deals or rates with travel service providers;
- h) ensure that there are no service interruptions during the duration of the contract;
- i) ensure that all travel service requirements are provided to LPT in accordance with agreed service standards and timelines without failure or exceptions;
- j) undertake all necessary due diligence to ensure that travel services provided meet the acceptable standards;
- k) any penalties, additional costs or losses incurred as a result of the inefficiency, negligence, error or omission of a TMC or its agents shall be for the TMCs account, subject to the dispute resolution process, if any;
- l) remain fully responsible and accountable for the performance of the TSPs and address all service failures and complaints against those on merit;
- m) consolidate all invoices from TSP; and
- n) have the minimum operational requirements as stipulated in paragraph 10.3, criteria D item 5.

6.3.2 Reservations

6.3.2.1 The TMCs must:

- a) receive travel requests_(RFQ) from SCM Practitioners, respond with three (03) comparable quotations within eight (08) hours or within a shorter timeframe in the case of urgent or emergency requests;
- b) where it is not reasonably possible to obtain three (3) comparable quotations, the TMC must provide written justification which must be approved by LPT delegated official prior to confirmation of the booking;
- c) upon the receipt of the relevant approval from SCM Practitioners, the TMCs will issue the required e-tickets and vouchers as requested and send them to the Traveller(s) and SCM Practitioners through the agreed communication channels;
- d) must ensure that all travel arrangements are cost-effective, aligned with the applicable cost-containment measures and based on the request from the SCM Practitioner;

- e) must be fully informed of all travel requirements for destinations to which Traveller(s) will be travelling and advise SCM Practitioners of alternative plans that are more cost-effective and more convenient where necessary;
- f) obtain a minimum of three (03) price comparable quotations for all travel requests where the routing or destination permits and ensure that bookings are made against the most reasonable and cost-effective offer;
- g) negotiate airline fares, accommodation establishment rates, car rental rates, etc,
- h) use Government negotiated discounted fares and rates where possible;
- i) keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the Traveller(s) official trips, when necessary, e-tickets and billing shall be modified and reissued to reflect these changes;
- j) book parking facilities at the airports, conference facilities and accommodation service where required for the duration of the travel;
- k) respond within eight (08) hours from receiving the Request for Quotation (RFQ) and process all queries, requests, changes and cancellations timeously and accurately;
- l) be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.);
- m) issue all necessary travel documents, itineraries and vouchers timeously to Traveller(s) prior to departure dates and times;
- n) arrange insurance cover for medical and baggage losses for both international travels and rented vehicles;
- o) facilitate any reservations that are not bookable on the Global Distribution System (GDS);
- p) facilitate the bookings that are generated through their own or third parties Online Booking Tools (OBT) where it can be implemented;
- q) supply and provide relevant information to the SCM Practitioners where Visas and/or vaccinations are required, Visa applications and vaccinations will not be the responsibility of the TMCs;
- r) ensure confidentiality in respect of all travel arrangements concerning all Traveller(s) requested by LPT; and

- s) timeously submit proof that services have been satisfactorily delivered as per LPT's instructions.

6.3.2.2 The TMCs must:

- a) provide guidance and facilitate arrangement for foreign currency requirements for international travel where required.

6.3.3 Air Travel (Domestic and International)

6.3.3.1 The TMCs must:

- a) be able to book both full-service carriers and cost-effective carriers as required;
- b) ensure that the airline tickets include the applicable airline agreement number as well as the individual loyalty program number of the Traveller(s) where applicable;
- c) ensure that airline tickets are delivered electronically (WhatsApp/SMS and email format) to the Traveller(s) and SCM Practitioners promptly after booking before the departure dates and times;
- d) be responsible for the tracking and management of unused e-tickets as per agreement with LPT and provide a quarterly report that includes all categories but not limited to refunds, cancellations, no show, etc; and
- e) ensure that Traveller(s) and SCM Practitioners are always informed of any travel news regarding airlines (e.g. baggage policies, checking in arrangements, etc).

6.3.4 Accommodation (Domestic and International)

6.3.4.1 The TMCs must:

- a) obtain three (03) price comparable quotations within the maximum allowable rate matrix as per the cost containment instructions of NT and LPT;
- b) ensure that these comparable quotations are located as close as possible to the venue/ office/ location or destination of the Traveller(s);
- c) where it is not reasonable to obtain three (3) comparable quotations, provide written motivation for approval by the LPT delegated official prior to confirming the booking. This includes planning, booking, confirming, and

amending of accommodation with any establishment (e.g. hotel group, private hotel, guest house or Bed & Breakfast etc.) in accordance with LPT's request;

- d) source suitable accommodation bearing in mind the requirements of convenience for the Traveller(s) and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the NT or LPT;
- e) ensure that accommodation vouchers are issued to all Traveller(s) and SCM Practitioners for accommodation bookings and must be invoiced to LPT as per the booking arrangements. Such invoices must be supported by a copy of the accommodation charges; and
- f) ensure that cancellation of accommodation bookings must be done within two (02) hours upon notification by LPT to guard against no show and late cancellation fees. However, in exceptional cases, TMCs will be instructed by LPT in writing to make a booking with an alternative TSP.

6.3.5 Car Rental and Shuttle Services (Domestic and International)

6.3.5.1 The TMCs must:

- a) book the vehicles strictly in accordance with NT and LPT cost containment measures approved and approved vehicle categories from reputable and compliant TSPs;
- b) book the approved category vehicle with credible TSP in accordance with the LPT request, with the appointed car rental service provider from the closest rental location (e.g. airport, hotel and venue);
- c) ensure availability of suitable vehicles through arrangements with multiple TSPs to avoid failure by the Traveller receive the service due to limitations in car rental pool;
- d) furnish the Traveller(s) and SCM Practitioner with the date, time and location for collection and return of the rented car considering the Traveller(s) specific requirements;
- e) ensure that relevant information is communicated with Traveller(s) and SCM Practitioner regarding rental vehicles (e.g.-tags, refuelling, keys, rental agreements, damages, accidents, etc);
- f) offer alternative ground transportation to the Traveller(s) that may include rail, buses and transfers for travel services where appropriate; and

- g) manage shuttle companies on behalf of LPT and ensure compliance with minimum standards and negotiate better rates with relevant shuttle companies.

6.3.6 Conference facilities

6.3.6.1 The TMCs must:

- a) obtain three (03) price comparable quotation where applicable within the maximum allowable rates matrix as per the cost containment instructions of the NT and LPT. However, in exceptional cases, TMCs will be instructed by LPT in writing to make a booking with an alternative TSP;
- b) where it is not reasonable to obtain three (3) comparable quotations, provide written motivation for approval by the LPT delegated official prior to confirming the booking;
- c) negotiate for better corporate deals with TSPs and share such rates with LPT. Should there be no rate agreement in place in the destination areas, or no contracted TSPs able to accommodate the conference group, source suitable venues bearing in mind the requirement of convenience for the conference group and conforming to acceptable costs and standards; and
- d) issue conference vouchers to SCM Practitioners for conference package bookings and invoice LPT as per the booking arrangement. Such invoices must be supported by a copy of the original venue conference package charges.

6.3.7 After-Hours Services

6.3.7.1 The TMCs must:

- a) provide a dedicated travel consultant to assist Traveller(s) with after-hours reservations and changes to travel plans;
- b) provide after-hour services from Mondays to Fridays outside the official hours (17h00 to 07h30 (CAT)) and twenty-four (24) hours including on weekends and Public Holidays;
- c) provide a facility or after-hours contact numbers to SCM Practitioners so that when required or unexpected changes to travel plans can be made and emergency bookings attended to;

- d) provide a standard operating procedure for managing after-hours and emergency services; and
- e) notify the Traveller(s) and SCM Practitioner of the travel voucher.

6.4 Communication and Capacity Building

6.4.1 The TMCs must:

- a) conduct workshops and training sessions for SCM Practitioners and Credit Management officials;
- b) enhance staff competency and reduce errors in providing ad-hoc training and capacity building;
- c) investigate all queries/disputes and give prompt feedback in accordance with the SLA;
- d) ensure sound communication with SCM Practitioners; and
- e) provide quarterly narrative performance reports to be presented in SLA meetings.

6.5 Financial Management

6.5.1 The TMCs must:

- a) be responsible for the accurate administration and reconciliation of all travel related transactions and accounts with the TSPs. This will include the timely receipt of invoices to be presented to LPT for payment within the agreed time period;
- b) in case the Travel Lodge Card (TLC) is not offered, the TMCs will be required to offer a thirty (30) day bill-back account facility to LPT;
- c) use the TLC arranged by LPT if available for selected services as authorised by the LPT AO or his/her delegate. Should the TMCs make use of the TLC, they will not be entitled to charge bill-back fees;
- d) consolidate weekly TSP bill-back and TLC invoices;
- e) process pre-payments for smaller Bed & Breakfast /Guest House facilities, where required by LPT. These are occasionally required at short notice and even for same day bookings;
- f) consolidate through a corporate card vendor, the payment of authorised services where LPT has used a TLC in place;

- g) be responsible for the consolidation of invoices and supporting documentation to be provided to LPT's Finance Section within the agreed time period (weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the TMCs report or the TLC statement; and
- h) ensure TSPs accounts are settled timeously.

6.6 Technology, Management Information and Reporting

6.6.1 The TMCs must:

- a) have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools;
- b) accommodate the implementation of online booking to facilitate domestic bookings in order to optimise the services and related fees. Currently, LPT is using a traditional booking method. However, should LPT implement an online booking system, the TMCs should be aligned to such;
- c) ensure accurate management of information and data inputs;
- d) provide accurate reports as per LPT's specific requirements at the agreed time. Information must be available on a transactional level that reflects details including the name of the Traveller(s), date of travel and spend category (e.g. air travel, shuttle, accommodation, etc);
- e) provide additional management reports upon request;
- f) Make reports available in Microsoft Excel format; and
- g) provide reports on or before the seventh (7th) of each month. The reports will include but will not be limited to the following:

6.6.1.1 Travel Reports

- a) After-hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long-term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (e.g. air, car rental, accommodation and ground transportation); and

- g) Bookings outside LPT set standards.

6.6.1.2 Finance Reports

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) TMCs summary payments;
- c) Reconciled reports for TLC statement;
- d) No show report;
- e) Cancellation report;
- f) Receipt delivery report;
- g) Refund reports (processed and unprocessed)
- h) Open voucher report; and
- i) Open Age Invoice Analysis.

NB: The TMCs must implement all the necessary processes and programs to ensure that all the data is backed up and secure at all times and not accessible by any unauthorised parties.

6.7 Account Management

6.7.1 The TMCs must:

- a) have an Account Management team in place to respond to the needs and requirements of LPT and act as a liaison for handling all matters with regard to the delivery of services in terms of the SLA;
- b) appoint a dedicated Account Manager who is ultimately responsible for the management of LPT's account; and
- c) reconcile invoices for services rendered.

6.8 Value Added Services

6.8.1 The TMCs shall provide:

- a) Destination information for domestic and international travel services;
- b) Health warnings;
- c) Weather forecasts;
- d) Places of interest;
- e) Visa requirement information;
- f) Travel alerts;
- g) Location of hotels and restaurants;

- h) The cost of public transport;
- i) Rules and procedures of the airports;
- j) Business etiquette specific to the country;
- k) Airline baggage policy;
- l) Supplier updates;
- m) Electronic voucher retrieval via web and smart phones;
- n) Travel audits;
- o) Global Travel Risk Management; and
- p) Priority services for Executives that include, but not limited to check-in support.

6.9 Cost Management

6.9.1 The TMCs should align to the NT and LPT cost containment initiative as established a basis for a cost savings culture.

6.9.2 It is the obligation of the TMCs to advise on the most cost-effective option at all times, and costs should be within the framework of the NT and LPT cost containment instructions.

6.9.3 The TMCs plays a pivotal role to provide high-quality travel related services that are designed to strike a balance between effective cost management, flexibility, and Traveller(s) satisfaction.

6.9.4 The TMCs should have in-depth knowledge of the relevant TSPs products, to be able to provide the best option and alternatives that are in accordance with LPT's travel requirements to ensure that the Traveller(s) reaches their destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out their business.

6.10 Quarterly and Annual Travel Reviews

6.10.1 Quarterly comprehensive reviews are required to be presented by the TMCs to LPT's Procurement and Finance teams as part of the performance management reviews, based on the SLA.

6.10.2 Annual reviews are required to be presented to the LPT AO or his/her delegate as per SLA.

6.11 Back-office Administration Support

6.11.1 The TMCs must:

- a) ensure that high-quality services are delivered at all times;
- b) provide LPT with highly experienced, skilled and qualified human resources including but not limited to:-
 - i. Travel Manager;
 - ii. Travel Consultant(s);
 - iii. After-hour Manager; and
 - iv. System administrator.

7. PRICING MODEL

LPT requires bidder(s) to quote based on the transactional fee model as defined by NT:

"A transaction fee model is where the client (government institution) pays a small transaction fee for each booking they make. Fees may also be levied on other transactions, such as cancelling or amending a booking. There is usually a difference in the fee level between online and offline transactions to reflect the lower use of resources in the former".

7.1 Transaction Fee Pricing Schedule (as per attached Annexure A):

- a) all prices for each item must be specified in Rands and Cents;
- b) the bid prices must be in RSA currency, inclusive of Value Added Tax (VAT), and business overheads; and
- c) the bid unit prices must not be changed or adjusted during the duration of the contract with the exception of paragraph 13.3, of this bid document.

7.2 Volume-driven incentives

7.2.1 It is important for bidder(s) to note the following when determining the pricing:

- a) the TMCs must be able to negotiate rates with TSPs around RSA and internationally;
- b) no override commissions earned through LPT's reservations will be paid to the TMCs; and
- c) transparency must apply, and any commissions earned through LPT volumes will be reimbursed to LPT.

8. COMPLETION OF BID DOCUMENTS

8.1 The following are the minimum requirements for completion of the bid document:

- a) bidder(s) are required to complete the entire bid documents in terms of the requirements contained herein;
- b) where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents;
- c) all bid documents received with the bid, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be fully completed in black and signed by the authorised signatory;
- d) only bid documents issued by LPT for this bid will be accepted;
- e) bidder(s) to sequentially number all pages submitted in the bid document and attachments;
- f) bidder(s) shall ensure that there are no missing or duplicated pages. LPT shall not accept liability regarding claims by bidder(s) that pages are missing or duplicated;
- g) use of correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorised signatory; and
- h) completed bid documents with supporting documents shall be packaged, sealed, marked, and submitted strictly as stipulated in this bid document.

9. THE BID ALLOCATION STRATEGY

9.1 LPT reserves the right to award to a maximum of three (3) highest points scorers after price negotiation in line with the latest market price.

- a) only bidders who have successfully passed Phases 1 and 2 will be considered for pricing and specific goals;
- b) the bid shall be allocated based on the highest points scoring and these scores shall be utilized to pass the bid to acceptable bidders in terms of price and specific goals ranking;
- c) negotiations will be entered into with the identified acceptable bidder(s) regarding any terms and conditions, including price negotiation;

- d) **if more than one (01) service provider is awarded the bid**, the service will be requested on a rotational basis as determined by LPT. The appointed TMCs will be expected to respond within eight (08) hours upon receipt of the request or within a shorter timeframe in the case of urgent or emergency requests;
 - . Follow-ups on failure to respond will be initiated before the request is withdrawn and reissued to the next TMCs; and
- e) The RFQ(s) will follow a vendor rotation system per category classification of the required service,
- f) On exceptional cases, a request may be sent to all three (3) appointed TMCs and the most cost-effective quotation will be accepted.

10. EVALUATION AND SELECTION CRITERIA

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Regulations of 2022, Departmental Preferential Procurement Policy of 2023 and Provincial Treasury Supply Chain Management policies.

- i. General Conditions of Contract can be found on the Provincial/National Treasury Website.
- ii. LPT has set minimum criteria that a bidder(s) needs to meet in order to be evaluated and selected as a successful bidder(s).
- iii. Responsive bids will be evaluated on the 80/20 principle.
- iv. It is mandatory that bid documents be submitted in two (2) envelopes marked as follows:
 - ✓ Envelope 01: Bid documents and all attachments (excluding Transaction Fees Pricing Schedule (Annexure A) and SBD 3.2).
 - ✓ Envelope 02: Transaction Fees Pricing Schedule (Annexure A), and SBD.3.2 form.
- v. Evaluation of bids will be conducted in three (3) phases as follows:

10.1 Phase 1: Mandatory Administrative Requirements

- a) All documents, inclusive of supporting documentation requested in terms of the Bid document requirements must be submitted and signed off where required.

b) Bidder(s) are required to comply with the following administrative requirements:

- i. Bidder(s) must reflect all prices in the Transaction Fee Pricing Schedule (Annexure A), and not anywhere else in their bid proposal. LPT will not accept any charges for items not reflected in the Transaction Fee Pricing Schedules (Annexure A).
- ii. during this phase, bidder(s) responses will be evaluated based on compliance with the listed administration and mandatory bid requirements as stipulated in paragraph 10.1.1; and
- iii. in the event where the after-hours services or any services are outsourced, the bidder(s) must submit a letter of intent and also signed by the third party during the bidding process.

Failure to comply with the following conditions will invalidate the bidder's offer:

- a) Transaction Fee Pricing Schedule (Annexure A) and SBD 3.2 must be submitted in envelope two (2) if Annexure A and SBD 3.2 are found in envelope one (01) will lead to **disqualification**.
- b) Bidder(s) are urged to read and understand the contents of SBD 4 form. Bidder(s) must ensure the full completion and signing of SBD 4 and give special attention to section 2.3, failure to disclose ALL the companies under the directors on CSD will lead to **disqualification**.
- c) Only bid documents issued by LPT for this bid will be accepted.
- d) Any bidder(s) representative (Director/Shareholder/Proposed Resource) who is employed by the state will not be considered and will lead to **disqualification**.
- e) in the event where there is no signed letter of intent from the third party when the after-hours services or any services are outsourced, will lead to **disqualification**.
- f) Non-attendance of the compulsory briefing session will lead to **disqualification**.

10.1.1 Administration Attachments

The following attachments are required for rendering of TMS:

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

| Item No. | Document that must be submitted | Mandatory (Yes / No) | Non-submission of administrative mandatory attachments will result in disqualification |
|----------|---|----------------------|--|
| 1. | LPT issued bid documents | Yes | Fully completed and signed in envelope 1. |
| 2. | Invitation to Bid – SBD 1 | Yes | Fully completed and signed in envelope 1 |
| 3. | Pricing Schedule (Non-firm prices) – SBD 3.2 | Yes | Submitted (it must be submitted in envelope 2). |
| 4. | Bidder(s) disclosure - SBD 4 | Yes | Fully completed and signed in envelope 1. |
| 5. | Preference Point Claim Form – SBD 6.1 | Yes | Fully completed and signed in envelope 1. Bidder(s) will only be eligible for points if correctly claimed. Preference points should be completed and claim as prepopulated on the SBD 6.1, (not %, √ or x). |
| 6. | Proof of registration on Central Supplier Database (CSD) (detailed CSD report) | No | The TMCs must be registered as a service provider on the Central Supplier Database (CSD). |
| 7. | IATA Licence / Certificate (Proof of IATA approved e-Ticketing system (Licence or certificate)) | Yes | Bidder(s) are required to submit their International Air Transport Association (IATA) licence/certificate (certified copy) at closing date in envelope 1. Where a bidding company is using a 3 rd party IATA licence, proof of the agreement must be |

| | | | |
|-----|--|-----|---|
| | | | attached and a certified copy of the certificate to that effect at closing date. If no agreement is attached, will lead to disqualification. |
| 8. | Transaction Fees Pricing Schedule (Annexure A). | Yes | Annexure A, must be submitted (it must be submitted in envelope 2). |
| 9. | Proof of operational office address | Yes | Proof of operational office address: Municipal Account or proof of address from local authority (not older than 3 months), lease agreement in envelope 1. |
| 10. | Existence of joint ventures and/or consortium arrangements if any. | Yes | Proof of the existence of an agreement, joint ventures and/or consortium in envelope 1. |
| 11. | Outsourced after-hours services or any other services. | Yes | Signed intent letter in the event of Outsourced after-hours services or any other services to a third-party. |

10.2 Phase 2: Functionality (Stage 1 – Technical Desktop Evaluation)

10.2.1 The bid will be evaluated on functionality as per Table 1:

Table 1: Technical Desktop Evaluation

| ITEM NO. | CRITERIA | MEANS OF VERIFICATION | SCORING | WEIGHT |
|----------|--|---|---|-----------|
| 1. | CRITERIA A: METHODOLOGY OR APPROACH | | | |
| | | | | 30 |
| | Bidder(s) methodology or approach on how the | Travel Management Plan/proposal, should | 1) Plan/Proposal describes all 9 requirements. | 30 |

| ITEM NO. | CRITERIA | MEANS OF VERIFICATION | SCORING | WEIGHT |
|----------|--|---|---|---|
| | travel management services will be implemented which incorporates project scope, methodology to be employed, a proposed plan of action to achieve project objectives with detailed methodology, timeframes, milestones, and resource allocation. | <p>include but not limited to the following requirements:</p> <p>1) Describe how all travel reservations/ bookings are handled.</p> <p>2) Describe how group bookings will be handled for meetings, conferences, and events.</p> <p>3) Describe capacity to handle after working hours and urgent bookings.</p> <p>4) Highlight risks attached to travel management services and mitigations.</p> <p>5) Describe how prepayments will be handled where it is required.</p> <p>6) Describe how invoicing will be handled including the process of rectifying discrepancies between purchase orders and invoices, supporting documents, and submission of monthly reconciliations, communication, and reporting.</p> | <p>2) Plan/Proposal describes 7-8 requirements.</p> <p>3) Plan/Proposal describes 5-6 requirements.</p> <p>4) Plan/Proposal describes 3-4 requirements.</p> <p>5) Plan/Proposal describes 1-2 requirements.</p> <p>6) Bidder(s) failed to submit project plan/proposal or failure to describes understanding of project requirements.</p> | <p>25</p> <p>15</p> <p>10</p> <p>5</p> <p>0</p> |

| ITEM NO. | CRITERIA | MEANS OF VERIFICATION | SCORING | WEIGHT |
|-----------|--|---|--|-----------|
| | | NB: Reference letters not complying with the above requirements or indicating irrelevant experience will not be considered. | | |
| 3. | CRITERIA C: FINANCIAL CAPACITY | | | |
| | | | | 16 |
| | Bidder(s) are required to submit proof/evidence to demonstrate financial capacity. | 1) Letter of intent from National Credit Regulator (NCR) accredited financial institutions to provide funding: <ul style="list-style-type: none"> • letter must be signed and not older than three months), OR - 2) An undertaking by the National Credit Regulator/Financial Service Provider (NCR/FSP), registered institution to provide funding / revolving credit when the tender is successfully awarded, OR - 3) An investment account with a minimum required value accessible within a period not exceeding 32 | 1) R 2 000 001 and above | 16 |
| | | | 2) R 1 500 001 – R 2 000 000 | 10 |
| | | | 3) R 1 000 001 – R 1 500 000 | 7 |
| | | | 4) R 500 001 – R 1 000 000 | 5 |
| | | | 5) R 250 001 – R 500 000 | 2 |
| | | | 6) Below R 250 000 or no submission of financial information or letter with no amount. | 0 |

| ITEM NO. | CRITERIA | MEANS OF VERIFICATION | SCORING | WEIGHT |
|-----------------------|----------|--|---------|-----------|
| | | days of withdrawal of the investment (after award), OR – 4) Proof of company capability to self-fund (i.e. stamped bank statement not older than three months). | | |
| STAGE 1: TOTAL | | | | 65 |

10.3 Phase 2: Functionality (Stage 2: Site Inspection and Demonstration)

10.3.1. Site inspection and demonstration will be applicable to bidders who scored a minimum of fifty (50) points on criteria A, B, and C (refer to paragraph 10.3.3 below).

10.3.2 Qualifying bidder(s) must do a written presentation and live system demonstration covering the focus areas as per Table 2:

Table 2: Functionality Evaluation Criteria - Stage 2: Site Inspection and Demonstration

| CRITERIA D: SITE INSPECTION AND DEMONSTRATION | | | |
|--|--|--|--------|
| ITEM NO. | FOCUS AREA | CRITERIA | WEIGHT |
| 01 | <ul style="list-style-type: none"> • Present how bookings as per listed services shall be handled. ✓ Domestic bookings for individuals and group bookings including conferencing | <ul style="list-style-type: none"> • 7 - Excellent (Demonstrate individual and group bookings including conferencing in written presentation) • 4 - Good (Demonstrate individual and group bookings including conferencing without written presentation) | 7 |

| | | | |
|----|---|---|---|
| | | <ul style="list-style-type: none"> 0 - Irrelevant (Did not demonstrate all three categories) | |
| 02 | <ul style="list-style-type: none"> Present how bookings as per listed services shall be handled. ✓ International bookings for individuals and group bookings including conferencing | <ul style="list-style-type: none"> 4 - Excellent (Demonstrate individual and group bookings including conferencing in written presentation) 2 - Good (Demonstrate individual and group bookings including conferencing without written presentation) 0 - Irrelevant (Did not demonstrate all three categories) | 4 |
| 03 | <ul style="list-style-type: none"> Verification of after-hour booking facility capabilities. | <ul style="list-style-type: none"> 4 - Excellent (Have after-hour services (e.g. personnel and resources at all times) 0 - Irrelevant (Does not have after-hour services (e.g. personnel and resources at all times) | 4 |
| 04 | <ul style="list-style-type: none"> Demonstrate the proposed booking system capabilities. | <ul style="list-style-type: none"> 5 - Excellent (Digital/electronic booking system in place with back-up provision) 3 - Good (Digital/electronic booking system in place) 0 - Irrelevant (No digital/electronic booking system in place) | 5 |

| | | | |
|--------------------------------------|---|---|------------|
| 05 | <ul style="list-style-type: none"> Demonstrate Account Management Services continuity. | <ul style="list-style-type: none"> 4 - Excellent (More than 1 person managing the account) 2 - Good (Only 1 person managing the account) 0 - Irrelevant (Does not meet the minimum requirement) | 4 |
| 06 | <ul style="list-style-type: none"> Verify Operational requirements. | <ul style="list-style-type: none"> 3 - Operational office accommodation 2 – Computer(s), Telephone(s), Table(s), Chair(s), Booking System, 24/7 Network Connectivity, Cell Phone(s) 2 - Emergency contact details 2- A functional filing system (filing cabinet or electronic filing system) 2 - Different alternative methods of payments e.g. EFT, Credit card, Bank transfer, etc | 11 |
| STAGE 2: TOTAL | | | 35 |
| GRAND TOTAL (Stage 1 & 2) | | | 100 |

10.3.3 Bidder(s) who fail to obtain the minimum of **fifty (50) points** out of **sixty-five (65) points** on criteria A, B, and C will not qualify for criteria D (Presentation and Demonstration).

10.3.4 Bidder(s) who fail to meet the minimum threshold of **seventy-five (75) points** out of **hundred (100) points** will not be considered for further evaluation on Price and Preference Points (Phase 3).

10.4 Phase 3: Price and Preference Points (Specific Goals)

10.4.1 The Transaction Fee Pricing Schedules (Annexure A) must be valid for one hundred and twenty (120) days from the closing date of the bid.

10.4.2 Total price must be VAT inclusive.

10.4.3 No Transaction Fee Pricing Schedule (Annexure A) will be considered if not separated in envelope two (2) together with SBD 3.2.

10.4.4 All items on the Transaction Fee Pricing Schedule (Annexure A) and SBD 3.2 must be completed. The Transaction Fee Pricing Schedule (Annexure A) will be utilized for evaluation.

10.4.5 Failure to comply with the above mentioned will render the bid non-responsive/invalid.

10.4.6 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable in terms of the Preferential Procurement Framework Act, 2005 (Act No.5 of 2000) and its regulations.

10.4.7 Preference points shall be allocated as follows:

| Folio No. | Criteria | Points |
|--|----------------|------------|
| 1 | Price | 80 |
| 2 | Specific Goals | 20 |
| Total points for Price and SPECIFIC GOALS | | 100 |

a) The 80/20 Preference point system.

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

b) Points awarded for specific goals.

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

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

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

| Preference points to be allocated as follows: | Points allocation | Means of Verification |
|--|--------------------------|---|
| Black people ownership ≥ 51 % | 5 | CSD and/or copy of company registration document |
| Women ownership ≥ 51 % | 5 | CSD report |
| Persons with disabilities ownership ≥ 51% | 2 | CSD and Medical certificate from a recognized Medical Practitioner |
| Youth ownership ≥ 51 % | 4 | CSD Report |
| Locality – business/company based within a specific region (Limpopo) | 4 | Proof of Local Address i.e. Municipal account/ address confirmation from Local Authority/ Lease agreement) |

- i. Allocation of preference points for black people ownership ≥51%, woman ownership ≥51% and Youth ownership ≥51% will be considered as per latest CSD report and/or the Company registration document (CIPC).
- ii. Bidder(s) are required to duly complete SBD 6.1 and attach proof/means of verification as required (Proof of Local Address/ Proof of Municipal Rates and Taxes/ Valid Lease Agreement or Letter of Tribal Authority not older than three (3) months), failure to complete and submit documentation will lead to non-allocation of preference points.
- iii. Persons with disabilities ownership ≥ 51%, are required (compulsory) to submit a medical certificate from a recognized Medical Practitioner, failure to submit the means of verification will lead to non-allocation of preference points.

10.5 Joint Ventures and Consortiums

10.5.1 Bidder(s) must submit concrete proof of the existence of joint ventures and/or consortium arrangements. LPT will accept signed agreements as

acceptable proof of the existence of a joint venture and/or consortium arrangement.

10.5.2 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party.

10.5.3 The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

10.5.4 The joint venture and/or consortium arrangement must clearly indicate the percentage of ownership.

11. DURATION OF THE PROJECT / CONTRACT

11.1 The duration of the contract will run for a period of thirty-six (36) months and will commence as agreed in the SLA signed between LPT and the appointed bidder(s).

11.2 Work must be carried out as per the agreed SLA.

12. SPECIAL CONDITIONS OF CONTRACT

This document contains the terms and conditions of this bid, and bidder(s) must not change/amend the TOR or come up with their own terms and conditions.

12.1 Reservation of Rights

12.1.1 LPT reserves the right to –

- a) request further information or document(s) from any bidder(s) after closing date;
- b) to procure goods and/or services outside the appointed TMCs in cases of emergency or urgent circumstances where the appointed TMC's are unable/unavailable to render travel management services, or where it is deemed necessary in the best interest of the organisation.
- c) communicate only with the shortlisted bidder(s) as and when necessary;
- d) verify information and documentation of respective bidder(s) from the NT's CSD system, SARS, CIPC, NT or any other relevant entity or visit the premises of the bidder(s) at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void;

- e) negotiate the final price;
- f) non-adherence to specified timelines may result in penalties being imposed;
- g) LPT reserves the right to withdraw the bid before appointment or withdraw the contract during its tenure should it be deemed necessary;
- h) no variation to the accepted proposal will be permitted unless there is prior approval;
- i) cancel the contract if the bidder(s) have failed to comply with any legal or policy requirement that the bidder(s) must comply with in order to enter into a valid contract with LPT, including but not limited to any public servant constituting or in the employ of the winning bidder(s) not having the necessary permissions or authorization in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
- j) cancel the contract if the bidder(s) have acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government department, provincial administration or public entity; and
- k) cancel the contract, after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement.

12.2 Termination of Contract

12.2.1 LPT may immediately terminate the contract without any notice if any of the following circumstances occur or exist by the TMCs -

- a) commits an act of misconduct or technical incompetence;
- b) commits or participates in any unlawful, dishonest, or unethical act in the performance of its obligations under this contract;
- c) breaches this contract; or
- d) fail to deliver the project within the stipulated time frames.

12.2.2 LPT may cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder(s) or a person acting on behalf of the bidder(s)), firm or company (The expression "person, firm or company" shall include an authorized employee or agent of such a person, firm, or company):

- a) is executing a contract with government unsatisfactorily;
- b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
- c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he/she has managed his/her affairs in such a way that he/she has in consequence there-of been found guilty of a criminal offence;
- d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his/her favour;
- e) has amended the Transaction Fee Pricing Schedule (Annexure A) after award;
- f) when advised that his/her bid has been conditionally accepted, has given notice of his/her inability to execute or sign the contract or to furnish any security required; and
- g) has disclosed to any other person, firm or company the exact or approximate amount of his/her proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid.

12.2.3 LPT may, in addition to any other legal recourse which it may have, cancel the contract between LPT and such person, firm or company and /or resolve that no bid from such a person, firm or company will be favourably considered for a specific period.

12.3 Conflict of Interests

12.3.1 TMCs must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract.

12.3.2 TMCs must have internal control measures in place to identify potential conflicts and to bring them to the attention of LPT.

12.4 Costs incurred by bidder(s)

LPT will not be responsible for or pay any expenses or losses which may be incurred by the bidder(s) in the preparation and submission of this bid.

12.5 Bid binding

All written information, warranties and representations made by or on behalf of the bidder(s) before conclusion of the contract are binding upon the bidder(s) and are deemed to have induced LPT to enter into this contract.

12.6 Liability

12.6.1 The TMCs are responsible and liable for -

- a) the conduct, acts, and omissions of the TMCs and/or agents or representatives; and
- b) under such circumstances, the TMCs must, at its own expense, make good the loss or damage on demand and on the terms of LPT.

12.7 Intellectual Property Rights

- a) Copyright to all inventions and innovations developed using the products and methodologies offered by the TMCs shall be vested in LPT and in the State in general.
- b) Copyright, patent rights and all similar rights in any works or products created as a result of the execution of this bid and its assignments shall vest in and are hereby transferred to the LPT, unless the contrary is agreed to in the form of individual written agreements signed by the TMCs and the LPT AO or his/her delegate. For this purpose, all works created in terms of this contract and its assignments shall be deemed to have been created under the direction and control of LPT.
- c) All data, data structures, forms and report formats designed or generated in the provision of training shall become the sole and exclusive property of LPT immediately upon acceptance of the service. It is the responsibility of the TMCs to hand back all data, data structures, forms and report formats to LPT at the end of the contract.

12.8 TMCs conduct

12.8.1 The TMCs must:

- a) use and adopt reasonable professional techniques and standards in providing the service;
- b) monitor contract implementation against set targets, costs, and timeframes;
- c) provide services with all due care, skill, and diligence;
- d) ensure continuity of services to LPT;
- e) comply with all industry best practices and standards issued or published by any provincial or national governing body, council or organisation;
- f) ensure that senior personnel, its employees, or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the TMCs obligations under this contract. The TMCs must have systems in place to monitor compliance in this regard;
- g) not in the process of fulfilling its obligations in terms of this contract, use any labour or intellectual capacity of any employee of the state, including employees of the LPT, for remunerative purposes, unless such employee has the necessary written authorisation;
- h) upon notice by LPT, revise or amend any report that the LPT is not satisfied with, within a period specified by the LPT in that notice;
- i) immediately upon receipt of a notice from LPT, promptly replace or re-execute, at the LPT's option, any portion of the services which within a period as determined by the LPT, from the date upon which they are delivered to the LPT are found to be defective in design or suffer from any non-conformity with this agreement;
- j) further, at its expense ensure that every person involved in the execution of this contract and engagement partners are-

- i. Suitably qualified, properly skilled, experienced, trained and competent to render the Services. LPT may interview any person appointed by the TMCs to execute this contract to test their understanding of the key deliverables in terms of this contract; and*
- ii. Where applicable, registered with relevant professional bodies.*

k) be deemed to have satisfied itself regarding all conditions affecting this contract and must always comply with the manifest intent and obligations of this contract.

13. BID ADJUSTMENT PRICE

13.1 Bid price must be in South African Rand including VAT, and any other additional cost.

13.2 TMCs must take note that prices shall be firm for the first twelve (12) months of the contract. Application for Consumer Price Index (CPI) price adjustment will be considered annually where applicable.

13.3 If approved contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the CPI Headline Inflation.

| | |
|-------------------------------|---------------------|
| STATS SA P0141 (CPI), Table E | Table E - All Items |
|-------------------------------|---------------------|

13.4 TMCs must duly complete SBD3.2 including all the factors influencing price adjustments.

14. ACCEPTANCE OF BID

14.1 Screening and Vetting

14.1.1 All recommended bidder(s) or any of its directors/ trustees/ shareholders/ members/ partners or any person having a controlling interest in the enterprise will be subjected to Security Screening and Vetting by the relevant security clearance bodies/ authorities.

14.1.2 LPT reserve the right not to appoint the bidder(s) with a negative result.

14.2 Central Supplier Database registration

14.2.1 The bidder(s) should be registered on the NT CSD.

14.2.2 It remains the responsibility of the TMCs to remain Tax compliant for the duration of the contract.

14.3 Appointment

14.3.1 Should the bid be accepted, LPT will issue a written letter of acceptance and in addition, a formal SLA will be entered between LPT and the appointed TMCs.

14.3.2 The appointed TMCs must be able to commence work as per signed SLA.

15. PAYMENT CONDITIONS

15.1 Invoices and payments

15.1.1 LPT shall be responsible for effecting payments within thirty (30) days upon submission of invoice by the TMCs upon confirmation of the services rendered by the relevant Directorate.

15.1.2 LPT will not make payment to the TMCs in the event the TMCs fails to satisfactorily perform any of its obligations in terms of this contract.

15.1.3 No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute.

15.1.4 Payment is subject to the TMCs meeting the deliverables as per the SLA.

15.1.5 No advance payments will be made for the execution of the contract.

15.1.6 Payments will be made by an electronic transfer, into the TMCs Bank Account as appeared on the verified CSD report of that TMCs invoice.

16. COUNTER CONDITIONS

Bidder(s) attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidder(s) or qualifying any Bid Conditions will result in the invalidation of such bids.

17. SUBMISSION OF BID IN TWO (2) ENVELOPES

Please note, it is mandatory that bid documents must be submitted in two (2) envelopes marked as follows:

- i. Envelope 01: Bid documents and all attachments (excluding Transaction Fee Pricing schedule (Annexure A) and SBD 3.2).
- ii. Envelope 02: Transaction Fee Pricing Schedule (Annexure A), and SBD.3.2 form.

NB: Bidder(s) will be disqualified for disclosing the bid price in Envelope 1.

18. LATE BIDS

Bids received after the stipulated closing date and time, at the address indicated in the SBD 1 form, will not be accepted for consideration and where practicable, will be returned unopened to the bidder(s).

19. COMPULSORY BRIEFING SESSION

19.1 Compulsory briefing session will be held as follows:

Date: 08 April 2026
Venue: Limpopo Provincial Treasury
ISMINI Towers
1st Floor Foyer
46 Hans van Rensburg Street
POLOKWANE
Time: 11:00

19.2 Failure to attend the compulsory briefing session will invalidate the offer.