LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC 2025/26-B3

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SERVICES FOR ACCOMMODATION, FLIGHT, CAR RENTAL, SHUTTLE, AND SUPER LUXURY COACHES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 25TH JULY 2025

CLOSING TIME: 11H00

BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699

CONFIDENTIAL

1. INTRODUCTION

1.1 The Limpopo Department of Sport, Arts and Culture is looking for suitably qualified and experienced service providers with an impeccable track record in providing the services for Accommodation, Flight, Car Rental, Shuttle, and Super Luxury Coaches to the Department of Sport, Arts and Culture.

2. BACKGROUND

2.1 The Department is event driven, and as such its officials will be required to travel for business purposes, nationally and internationally. Travel arrangements will consist of hotel accommodation services, flight tickets, shuttle services, car rentals, and super luxury coaches.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

3.1 The purpose is to appoint service providers to provide the services for Accommodation, Flight, Car Rental, Shuttle, and Super Luxury Coaches to the Department of Sport, Arts and Culture. The Department will appoint five service providers, one per district within the Limpopo Province. Bookings will be coordinated respectively in districts. Service provider(s) who fails to deliver the service will be replaced by the service provider from the nearest district.

4. DEFINITIONS

4.1 **DSAC** means the organ of state, Limpopo Department of Sport, Arts and Culture.

4.2 **Service Level Agreement (SLA)** is a contract between the service provider and DSAC that defines the level of service expected from the service provider.

4.3 **VAT** means Value Added Tax.

4.4 **Accommodation** means the rental of lodging facilities including conference facilities while away from one's place of abode, but on authorised official duty.

4.5 **After-hours service** refers to a travel and/ or accommodation that is actioned after normal working hours, i.e. 16h30, 07h30 and twenty-four hours on weekends and public holidays.

4.6 **Air travel** means travel by airline on authorised official business.

4.7 Authorising Official means the employee who has been delegated to authorise travel in respect of travel and/ or accommodation requests e.g. line manager of an official on whose behalf the travel and / or accommodation arrangements are being made.

4.8 **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.

4.9 **Domestic travel** means travel within the borders of the Republic of South Africa.

4.10 **Emergency service** means the booking of travel and/or accommodation when unforeseen circumstances necessitates an unplanned trip and/or accommodation or lodging.

4.11 **International travel** refers to travel outside the borders of the Republic of South Africa.

CONFIDENTIAL

4.12 **Travel Management Company (TMC)** refers to the successful bidder appointed to provide the services for Accommodation, Flight, Car Rental, Shuttle, and Super Luxury Coaches to the Department of Sport, Arts and Culture.

4.13 **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport and meetings.

4.14 **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type, transaction, and traveller.

4.15 **Traveller** means to a DSAC official travelling on official business of DSAC.

4.16 **Travel Authorisation** means official form used by DSAC reflecting the order number and other details relevant to the travel and/or accommodation, approved by the authorising official.

4.17 **Travel and /or Accommodation Booker** means a person co-ordinating travel and/or accommodation reservation(s) with the Travel Management Company (TMC) on behalf of the traveller and/or lodger.

4.18 **Lodge Card** means a credit card specifically designed for business travel and lodging expenditure.

4.19 **Merchant Fees** means not more than three percent (3%) of fees charged by the lodge card company at the point of sale for ground arrangements.

4.20 **Super Luxury Coaches** means a high-end bus designed for comfort and premium amenities, offering a superior travel experience compared to standard buses. These buses often feature reclining seats, entertainment systems, air conditioning, and on-board restroom facilities.

5 LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

5.1.1 Bidder(s) must be compliant when submitting a proposal to DSAC and remain 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).

5.2. Procurement Legislation

5.2.1 DSAC has a detailed evaluation methodology premised amongst others, on Treasury Regulation 16A3 read with Limpopo Provincial Treasury Instruction Note 02 of 2014 promulgated respectively under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999) and Section 18(1) (c) read together with Section 18(2) (a), (b), (f) and (i).

5.3. Technical Legislation and/or Standards

5.3.1 Bidder(s) should be cognisant of all the legislation and/or standards specifically applicable to the services to be rendered for DSAC. It is the service provider's responsibility that (it / they)

CONFIDENTIAL

i.e. the service provider(s), always use National Treasury and Limpopo prescripts when procuring goods and/or services for DSAC.

6. BRIEFING SESSION

6.1 There will be compulsory briefing session for this tender.

7. TIMELINE OF THE BID PROCESS

7.1 The validity period of the tender is 120 days after the closing date and time. The project timeframes of this bid are set out below:

Advertisement of bid on tender portal / tender bulletin

4th July 2025

Bid closing date.

25th July 2025 at 11:00

Compulsory Briefing Session date

16th July 2025 @ 10h00

21 Biccard Street, Olympic Towers building, Department of Sport, Arts and Culture

Notice to bidder(s) DSAC will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DSAC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT AND COMMUNICATION

8.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mrs Modiba M.V via email address modibav@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

8.2. The delegated office of DSAC may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.3. Any communication with an official or a person acting in an advisory capacity for DSAC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

8.4. All communication between the Bidder(s) and DSAC must be done in writing.

CONFIDENTIAL

8.5. Whilst all due care has been taken in the preparation of this bid, DSAC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. DSAC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

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

8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSAC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the 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.

9. LATE BIDS

9.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted.

10. COUNTER CONDITIONS

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

11. FRONTING

11.1. Government 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.

11.2. The Government, 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 DSAC may have against the Bidder / contractor concerned.

CONFIDENTIAL

12. SUPPLIER DUE DILIGENCE

12.1 The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

12.2 The Department reserves the right to report any bidder who submits fraudulent documents to National Treasury for listing on the register of list of restricted supplier and tender defaulters.

13. SUBMISSION OF PROPOSALS

13.1. Bid documents must be placed in the tender box on the aforesaid address on or before the closing date and time.

13.2. Bid documents will only be considered if received by DSAC before the closing date and time, regardless of the method used to send or deliver such documents to DSAC.

13.3. The bidder(s) are required to submit one (1) original copy marked correctly and sealed.

13.4 Bidder(s) are requested to initial each page of the tender document and the attachments.

14. COMPANY VERIFICATION

14.1 DSAC reserves the right to do verification from the short-listed bidders as part of the bid process prior award to verify if the company(ies) is/are in existence.

15. DURATION OF THE CONTRACT

15.1 The contract will be for a period of three (03) years.

16. SERVICE REQUIREMENTS

The appointed service providers will be required to comply with National Treasury Instruction Note 06 of 2022/23 FY read in conjunction with National Treasury Instruction Note 07 of 2022/23 FY, all read with Limpopo Provincial Treasury Instruction Note 02 of 2014/2015 FY (Copies attached).

16.1 AIR TRAVEL

a. Airline tickets must be delivered electronically (via email) to the traveller(s) promptly after booking before the departure times (including sms confirmation).
b. The TMC will book the lowest airfares possible for travel.
c. For international flights, the airline which provides the most cost effective and practical routes, shall be used unless there are exceptionally good reasons that militates against the usage of cost effective and/ or practical routes. Any deviation from the usage of cost effective and/ or practical routes must be recorded in writing, the reason/s thereof be made clear and be forwarded to DSAC.
d. The TMC will obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

CONFIDENTIAL

16.2. ACCOMMODATION

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

16.3 CAR RENTAL, SHUTTLE SERVICES, AND SUPER LUXURY COACHES

a. The TMC will book the vehicles as per the approved category vehicle from the closest rental location (airport, hotel, and venue). Confirmation of bookings must include sms confirmation.
b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
c. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers.
d. Super luxury coach services will be provided as per DSAC requirements.
e. The Travel Management Company shall obtain at least three or more price comparisons from car rental, and shuttle services companies at the best available rate within the maximum allowable and the use of the most cost-effective service.
f. It is the responsibility of the TMC to ensure that the transport always have fuel.
g. It is the responsibility of the TMC to ensure that its vehicles are roadworthy and insured.
h. It is the responsibility of the TMC to ensure that it has public liability cover.
i. TMC must ensure that its drivers possess a valid PDP license.
j. It is the responsibility of TMC to find alternative similar transport at no cost to DSAC in a case of breakdown.
k. It is the responsibility of TMC to pay for tollgates and related charges and traffic fines.

16.4 AFTER HOURS AND EMERGENCY SERVICES

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

16.5 RESERVATIONS

The Travel Management Company will:

a. book the negotiated discounted fares and rates.
b. book convenient parking facilities at the airports where required for the duration of the travel.
c. responds timely and process all queries, requests, changes, and cancellations timeously and accurately.
d. issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s)

CONFIDENTIAL

prior to departure dates. (Including sms confirmation).

f. advises the Traveller of all visa and inoculation requirements well in advance.
g. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
h. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
i. Where pre-payments are required for bookings, it will be the responsibility of the TMC.
j. Obtain three or more price comparisons for all travel requests where applicable to present the most cost-effective price.
k. Hold supplier performance quarterly meetings with the Department.
l. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).

17. FINANCIAL MANAGEMENT

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

17.2 In instances where the Department have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor. A monthly reconciliation should be prepared between the charge on the lodge card and the statement.

17.3 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Department's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorization or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement. The Department is committed to pay the TMC within a period of thirty (30) days. Payments may be made bi-monthly, provided fully compliant payment packs and accurate reconciliations are received on time.

17.4 The Department does not have a travel lodge card; it will be the responsibility of the TMC to have a travel lodge card.

18. FURTHER BID REQUIREMENTS

a. The TMC shall submit to DSAC at least three copies of comparative price quotations for each transaction.
b. Should DSAC discover and establish that the booked transport, and /or accommodation were not the lowest available and that such deviation cannot be justified, DSAC reserves the right to impose a monetary penalty to the value of then (10%) percent of the total value of each transaction tainted by an unjustified deviation from the expected standard.

CONFIDENTIAL

19. EVALUATION AND SELECTION CRITERIA

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

a) Administrative Compliance and Mandatory Requirements (Phase 1)
b) Functionality Compliance (Phase 2)
c) Price and Specific Goals (Phase 3)
d) Site Inspection (Phase 4)

Bidders must submit all documents as outlined in Table1 below. Only bidder(s) that comply with ALL these criteria will proceed to Phase 2.

19.1. PHASE 1: ADMINISTRATIVE COMPLIANCE.

Bidder(s) must submit the documents listed in Table 1 below. All documents must be completed, initialled, and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administrative and mandatory requirements. The bidder(s) proposal will be disqualified for non-submission of any of the bid documents.

PHASE 1: TABLE 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED AND SUBMITTED

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-completion, and non-submission of the enclosed SBD 1, SBD 3.1, SBD 4, SBD 6.1, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 will result in the disqualification of the bidder.

- However, non-completion, and partial completion of SBD 6.1 will not lead to the disqualification of the bidder but will result in the non-awarding of the Specific Goals.

Document	**Document description.**
SBD 1	Invitation to bid.
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022.
Registration on Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD) on or before the closing date of the bid.
Tax Compliant status	To be verified on National Treasury's Central Supplier Database.
GCC	General Conditions of Contract

TABLE 1.2: MANDATORY REQUIREMENTS

Document that must be submitted	**Non-submission and non-compliance will result in disqualification**
SBD 3.1 - Pricing schedule – Firm Prices.	Non-completion, partial completion of the enclosed Annexure A to SBD 3.1 will lead to disqualification of the bidder. Not indicating if your period for delivery is firm or not firm on SBD 3.1 will disqualify your bid.

CONFIDENTIAL

SBD 4 - Bidders' disclosure.	Non-completion, partial completion, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 will result in the disqualification of the bidder. Disclose other company(ies) using Central Supplier Database number(s). i.e MAAA
Financial Capacity	• An undertaking by a bank as recognized by the Banks Act 94 of 1990 to provide a minimum value of one million five hundred thousand rands (R1 500 000.00) revolving credit or bank overdraft facility to the prospective bidder; • In case of a self-funding company, a stamped bank statement reflecting a minimum value of one million five hundred thousand rands (R1 500 000.00) not older than one month from the date the bid was advertised must be provided; • A valid guaranteed letter of a minimum value of one million five hundred thousand rands (R1,500,000.00) or Revolving Credit from the financial institution accredited by National Credit Regulator (NCR), not older than one month of the date the bid was advertised.

19.2 PHASE 2: FUNCTIONALITY COMPLIANCE CRITERIA.

Bids must meet the minimum eligibility criteria in respect of functionality of **70 points out of 100** points to be evaluated further to Phase 3.

Any bid that does not meet the minimum eligibility threshold will be automatically disqualified.

The functionality criteria together with the maximum points to be awarded are set out below:
The weight that will be allocated to each functionality criteria is as follows:

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent (0 = non-compliance)

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	BIDDER SCORE
1	**Capacity and Capability of the service team**	Attach CV's and certified copies of Identity Documents of personnel providing the required services	**30**	
		Excellent: 9 or more CVs	5 = 30	
		Very good: 7 - 8 CVs	4 = 24	
		Good: 5 - 6 CVs	3 = 18	
		Average: 3 – 4 CVs	2 = 12	
		Poor: 1 - 2 CVs	1 = 6	
		Nothing provided:	0	

CONFIDENTIAL

2	Travel Management Implementation Methodology	A project plan showing services breakdown: ✓ Accommodation Services ✓ Air Travel Services ✓ Car Rental, Shuttle Services, and Super Luxury coaches ✓ Consistent and effective after-hours service ✓ Invoicing Management ✓ Crisis Management The bidder must clearly indicate the roles and responsibilities of every personnel and indicate turnaround time of every service required.	**(30)**	
		• **Excellent**: 6 points above mentioned and detailed.	5 = 30	
		• **Very good**: 5 points above mentioned and detailed.	4 = 24	
		• **Good**: 4 points above mentioned and detailed.	3 = 18	
		• **Average**: 3 points above mentioned and detailed.	2 = 12	
		• **Poor**: Below 3 points above mentioned and detailed.	1 = 6	
		• Nothing provided.	0	
3	**Company Experience and Track Record in providing services for accommodation, flights, car rental, shuttles, super luxury coaches** Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or departments or municipalities or private institutions not older than three years	Reference letters must indicate – duration, and contract value. (completed projects)	**(30)**	
		• **Excellent:** 5 References	5 = 30	
		• **Very Good:** 4 References	4 = 24	
		• **Good:** 3 References	3 = 18	
		• **Average:** 2 References	2 = 12	
		• **Poor:** 1 Reference	1 = 6	
		• Nothing provided	0	

CONFIDENTIAL

4	International Air Transport Association (IATA) Certificate	• Bidders are required to submit their valid International Air Transport Association (IATA) certificate (certified copy) at closing date. • Where a bidding company is using a 3rd party IATA certificate (certified copy), valid proof of the agreement must be attached and copy of the certificate to that effect at closing date.	**(05)**	
		• Attached	05	
		• Not attached	0	
5	Association of Southern African Travel Agents (ASATA) Certificate or any recognized business travel association in South Africa	Attach valid proof of the certificate (certified copy).	**(05)**	
		• Attached	05	
		• Not attached	0	

TOTAL **100 points**

19.3 PHASE 3: PREFERENCE POINTS SCORING SYSTEM IN TERMS OF PPR 2022.

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.

Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

The maximum points for this tender are allocated as follows:	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	**100**	**100**

CONFIDENTIAL

The specific goals allocated points in terms of this tender.	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black People	10	05	To be verified through CSD report		
Women	02	01	To be verified through CSD report		
Youth	02	01	To be verified through CSD report		
Disabled People	02	01	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 12 months of issue)		
Military Veterans	02	01	To be verified through CSD report (Attach proof from Department of Military Veterans)		
Rural / Township Business	02	01	To be verified through CSD report (Attach letter from tribal authority and / municipal bill not more than 12 months)		

CONFIDENTIAL

19.4 PHASE 4 - SITE INSPECTION

The Department will conduct site inspection to verify existence and capacity of the company to efficiently render the services as described in this bid.

- Office of operation
- Office equipment
- Super Luxury Coaches - ownership or rental agreement

20. GENERAL CONDITIONS OF CONTRACT

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

a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSAC is prepared to enter a contract with the successful Bidder.

b) The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly initialled by an authorised representative of the bidder.
c) The Department reserves the right to negotiate a fair market price with the successful bidders.

21. DSAC REQUIRES BIDDER(S) TO DECLARE

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

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

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
c. Act with circumspection and treat DSAC fairly in a situation of conflicting interests;
d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
g. To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
h. To ensure that any information acquired by the bidder(s) from DSAC will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

22.1. DSAC reserves its right to disqualify any bidder who either itself or any of whose members:

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSAC's officers, directors, employees, advisors or other representatives;
d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
g. has in the past engaged in any matter referred to above; or
h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

CONFIDENTIAL

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

24. PREPARATION COSTS

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

25. INDEMNITY

25.1 If a bidder breaches the conditions of this bid and, as a result of that breach, DSAC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DSAC harmless from any and all such costs which DSAC may incur and for any damages or losses DSAC may suffer.

26. PRECEDENCE

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

27. LIMITATION OF LIABILITY

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

28. TAX COMPLIANCE

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

CONFIDENTIAL

29. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

29.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DSAC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

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

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

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

32. CONFIDENTIALITY

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

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

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

32.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

CONFIDENTIAL

32. DSAC PROPRIETARY INFORMATION

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

CONFIDENTIAL

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SERVICES FOR ACCOMMODATION, FLIGHT, CAR RENTAL, SHUTTLE, AND SUPER LUXURY COACHES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

CONFIDENTIAL