social development

Department of
Social Development
FREE STATE PROVINCE

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

BID NUMBER: FSDSD (T) 007/2026

ADVERT DATE:

18 SEPTEMBER 2026

CLOSING DATE AND TIME:

12 OCTOBER 2026 AT 11:00 AM

VALIDITY PERIOD: 120 DAYS

NB: All bidders must indicate their names and CSD Registration number:

NAME OF THE COMPANY / FIRM:

……………………………………………………………….

MAAA: ………………………………………

BID SUBMISSION INDEX

Bidders are required to complete the following checklist and to submit it with their bids:
Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK √ IN APPROPRIATE BOX	
NO	**REQUIREMENT**	**YES**	**NO**
1	**SECTION 1**		
2.1	Standard Bidding Documents:		
SBD 1	Invitation to bid		
SBD 3.1	Pricing Schedule – Firm Prices		
SBD 4	Declaration of Interest		
SBD 6.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022		
2	**SECTION 2**		
2.1	Special Conditions of Contract (SCC)		
3.	**SECTION 3**		
3.1	General Conditions of Contract (GCC)		
4.	**ATTACHMENTS**		
4.1	**Joint Venture or a Consortium (In a case of a JV), Annexure A**		

SECTION 1

STANDARD BIDDING DOCUMENTS

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**FSDSD (T) 007/2026**	CLOSING DATE:	**12 OCTOBER 2026**	CLOSING TIME:	**11H00am**
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDERS FOR RENDERING OF AIR TRAVEL, CAR HIRE, SHUTTLE SERVICES AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Bid Box situated at Main Entrance at the Foyer					
Civilia Building, Number 14					
Mariam Makeba Street,					
Bloemfontein, 9300					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**NTHABISENG SENOKO**	CONTACT PERSON	**TSOLOANE MATSHABA**
TELEPHONE NUMBER	051 409 0533	TELEPHONE NUMBER	**051 409 0615**
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Nthabiseng.Mabula@fssocdev.gov.za	E-MAIL ADDRESS	Tsoloane.Matshaba@fssocdev.gov.za

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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: ……………………………

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

NAME OF BIDDER__________________________________ **BID NUMBER: FSDSD (T) 007/2026**

Closing Time 11:00 Closing date: **12 OCTOBER 2026**

Validity Period: 120 Days

	RENDERING OF TRAVEL AGENCY IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL SERVICES FOR FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT **(Traditional Booking and On-Line Booking)**	**FEE PER PERSON**		
A	**DOMESTIC: AIR TRAVEL**	**BOOKING FEE** **1st YEAR**	**ESCALATION % FOR** **2nd YEAR**	**ESCALATION % FOR** **3rd YEAR**
	Domestic Air Ticket per person			
	Air ticket – reissue Domestic			
	Refund Admin Fee (excluding airline charges) for straight refund			
	Lost Ticket Admin fee			
	Change Booking Fee			
	Cancellation Fee			
	Parking			
	Travel Insurance			
	SMS Notification			
	24 Hour emergency call centre charges (sub charge) including weekends and public holidays			
	Transfer Services			

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

	percentage			
	Group of more than 5 - Domestic Accommodation (Including Bed & Breakfast) Service Fee per booking – **PERCENTAGE**			
	Group of more than 5 - Domestic Accommodation (Excluding Breakfast) Service Fee per booking – **PERCENTAGE**			

E	**ACCOMMODATION**	**BOOKING FEE 1st YEAR**	**ESCALATION (%)FOR 2nd YEAR**	**ESCALATION (%) FOR 3rd YEAR**
	International Accommodation (including Bed & Breakfast)			
	International Accommodation (excluding Breakfast)			
	Group of more than 3 - International Accommodation (including Bed & Breakfast)			
	Group of more than 3 - International Accommodation (excluding Breakfast)			
	Accommodation Booking Fee including Bill Back			
	Refund Admin Fee			
	Change Booking Fee			
	Visas (per passport)			
	Emergency Visa Fee (per passport)			
	Visa 2-4 pax per person			
	Visa 5 plus pax per person			
	Cancellation fee			
	Parking			
F	**CAR HIRE/TRANSPORT**	**BOOKING FEE 1st YEAR**	**ESCALATION (%) FOR 2nd YEAR**	**ESCALATION (%) FOR 3rd YEAR**
	Domestic Car Hire			
	International Car Hire			
	Car Booking including Bill Back Fee			
	Shuttle Services (Point-to-Point and/or Hotel) - International - Domestic			

	Chauffeur Services			
	Rail/Bus Bookings			
	Change Booking Fee			
	Cancellation fee			
G	**BUNDLE FEE**	**BOOKING FEE** **1st YEAR**	**ESCALATION (%) FOR** **2nd YEAR**	**ESCALATION (%) FOR** **3rd YEAR**
	Bundle Fee (Accommodation, Air Travel and Car Hire)			
	Change Booking Fee			
	Cancellation fee			

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

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

……………………………… ………………………………………...

Signature Date

…………………………… ……………………………………

Position Name of bidder

SBD 6.1

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 or **90/10**

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

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 quotation 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 Bidders: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)	*SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS*
51% or more Women owned enterprise	**5**		Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) and Sworn Affidavit in the format of DTIC **OR** B-BBEE Certificate with the SANAS logo
51% or more Youth owned companies	**5**		Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) and Sworn Affidavit in the format of DTIC **OR** B-BBEE Certificate with the SANAS logo
Disability	**5**		A copy of a medical certificate to confirm disability from a registered medical practitioner
SMME (Promotion of SMME's in terms of the RDP Goals)	**5**		Sworn Affidavit in the format of DTIC **OR** B-BBEE Certificate indicating 100% black ownership status

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

(f) The <u>80</u> points will be for price ; and

(g) The <u>20</u> points will be allocated for the specific goals

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

SECTION 2

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

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

2. STATUS OF REQUEST FOR PROPOSAL

2.1. This bid is an invitation for Bidders to submit a proposal for the provision of rendering travel arrangement services including air travel, car hire, shuttle services and accommodation for domestic and/or international travel for free state department of social development for a period of (03) three years.

2.2. No binding contract or other understanding for the supply of the Services will exist between the Department and any Bidder unless and until the Department has executed a formal written contract with the successful Bidder/s.

2.3. The Free State Department of Social Development wishes to enter into an exclusive agreement with Travel Agency/ Agencies whereby all arrangements for travel and accommodation bookings.

2.4. The Travel Agency/ Agencies will be expected to sign service level agreement with Free State Department of Social Development. The duration for this contract is 3 years (36 months) from the signing of a contract.

2.5. The Free State Department of Social Development reserves the right to appoint more than one (1) service provider.

3. OBJECTIVE

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

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

4. DEFINITIONS

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

4.2. **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours.

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

4.4. **Authorising Official** means the employee who has been appointed to authorise travel in respect of travel requests and expenses.

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

4.6. **Department** means the Provincial Department that requires the provision of travel management services.

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

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

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

4.10. **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services

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

4.12. **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

4.13. **Service Level Agreement** (**SLA**) is a contract between the TMC and Government that defines the level of service expected from the TMC.

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

4.15. **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees, after hours' and courier fees.

4.16. **Service fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket.

4.17. **Traveller** refers to a government official, consultant or contractor travelling on official business on behalf of Government.

4.18. **Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.

4.19. **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller.

4.20. **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).

4.21. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

4.22. **Value Added Services** are services that enhance or complement the general travel management services e.g., travel advisories.

4.23. **VAT** means Value Added Tax.

4.24. **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

5. SCOPE OF WORK

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

5.1. General

5.1.1. The contracted services will be provided to all Travellers travelling on behalf of Government. This will include employees and contractors, consultants and clients where the agreement is that Government is responsible for the arrangement and cost of travel of such persons.

5.1.2. Government has implemented a formal Travel Policy that is enforced by all Departments and must be adhered to by all Travellers.

5.1.3. The Travel Management Company (TMC) will make all reservations in line with the Travel Policy.

5.1.4. The TMC must ensure that the final selection of flights, hotels and other services is authorised prior to the issuing of air tickets, vouchers and other travel documentation.

5.1.5. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the Travel Management Company's account.

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

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

5.2. Reservations

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

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

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

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

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

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

5.3. **Air Travel**

5.3.1. The TMC must be able to book full-service airlines as well as low-cost carriers.
5.3.2. The airline ticket/electronic air ticket must include the applicable agreement number and the individual loyalty program number of the Traveller (if applicable). The following information should be displayed on the ticket: ticket number, name of traveller, depart and destination and the costs there of.
5.3.3. The airline ticket must include the applicable agreement number and the individual loyalty program number of the Traveller (if applicable).
5.3.4. The TMC will also assist with the booking of charters on an ad hoc basis. This will include the booking of charter services for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
5.3.5. The TMC will be responsible for the tracking and management of unused e-tickets.
5.3.6. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
5.3.7. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
5.3.8. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

5.4. **Accommodation**

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

5.5. **Car Rental and Shuttle Services**

5.5.1. The TMC will book the approved category vehicle in accordance with the Travel Policy with the appointed car rental service provider from the closest rental location.
5.5.2. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

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

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

5.6. **After Hours and Emergency Services**

5.6.1. A consultant or team of consultants should be available to assist Travellers with after hours and emergency reservations and changes to travel plans.

5.6.2. A dedicated consultant/s must be available to assist VIP Travellers with after hour or emergency reservations.

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

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

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

5.7. **Communication**

5.7.1. The TMC must establish communication with all the stakeholders that include the Travellers, Travel Bookers, service providers and the Free State Social Development financial department.

5.7.2. The TMC can be requested to conduct workshops and training sessions for Travellers and Travel Bookers.

5.7.3. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement agreed to by the individual Government organisation and the appointed TMC.

5.8. **Financial Management**

5.8.1. The TMC must implement the rates negotiated by Free State Department of Social Development with travel service providers or the discounted airfares or the maximum allowable rates established by the Department, where applicable.

5.8.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Free State Social Development for payment within the agreed time period.

5.8.3. Cost savings must be achieved and this must be reported and proof provided during monthly and quarterly reviews.

5.8.4. The TMC will be required to offer a 30-day bill-back account facility to accommodation establishments and ground transportation service providers that are utilised by the Travellers.

5.8.5. The pre-payments required by certain establishments will be processed by the TMC. These pre-payments are often requested at the last minute for same day bookings.

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

5.9. **Value Added Services**

The TMC must also provide the following value-added services:

5.9.1. Destination information for regional and international destinations:

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

5.9.2. Supplier updates;
5.9.3. Electronic voucher retrieval via web and smart phones;
5.9.4. SMS notifications for travel confirmations;
5.9.5. Travel audits;
5.9.6. Global Travel Risk Management;
5.9.7. VIP services for Executives that include check-in support, etc.

5.10. **Cost Management**

5.10.1. The Travel Policy is establishing a basis for a cost savings culture throughout Free State Department of Social Development.

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

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

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

5.11. Reimbursement of Services Rendered

5.11.1. A service fee will be paid to the TMC for services rendered.
5.11.2. The purpose of the service/management fee is to compensate the TMC for the quality services rendered and at the same time support a sustainable business model that will be beneficial to the TMC and Government.
5.11.3. The service fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

6. DURATION OF THE CONTRACT

6.1. The Travel Management Company(ies) will be appointed to provide travel management services for a three-year period. The Department reserves the right to extend **if a need arises.**

7. BID INFORMATION SESSION

7.1. None.

8. OUTCOMES AND DELIVERABLES

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

- The travel, accommodation will only be for official reasons and in the interest of the Free State Department of Social Development.
- All air tickets and travel documentation including vouchers/ shall be timeously delivered, emailed to the correct official of the Department of Social Development who issued an order.

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

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

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

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

8.5. Each order must be invoiced separately clearly quoting the relevant order number. In the case of group bookings such as with conferences, the Department of Social Development will generate a specific order for which an invoice must be submitted. The invoice is to also quote the departmental order number and submitted within 30 days after the services have been rendered.

8.6. The Travel Agency will be required to accept that payment will be made within 30 calendar days of the receipt of the correct invoice. Payment will not be made against invoices that do not have an order number or which are under dispute until such time that the matters under dispute have been resolved.

8.7. The Travel Agency must provide details of the Car Hire Company contracted with in order to ensure that super cover insurance is provided. The Travel Agency must ensure that proper arrangements are made to have a car available and the Department of Social Development is not found to be arranging a separate contract with the car hiring company. The Travel Agency must also ensure that no separate invoice is issued by the car hiring company to the participating department. It is preferable for the Travel Agency to be contracted to more than

8.8. Personnel from the Travel Agency(s) must be available on a 24-hour basis, as and when required, so that enquiries and unexpected changes to a travel plan or accommodation can be facilitated.

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

9. COSTING

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

9.2. Copies third party detailed invoices for car rental and accommodation should be obtained and submitted together with invoice/s per individual. In the cases of Air Transport, service providers are required to provide copy/ies of an **Electronic Ticket Receipt or 3rd party invoice as proof of bookings if requested**.

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

10. PERIOD OF CONTRACT

The travel agency contract will be running for a period of three (03) years from the date of approval of the contract. The department reserves the right to extend the contract for a further period of twelve months beyond the original contract period.

11. PRICE ADJUSTMENTS

No price adjustments will be allowed during the 1st year of the contract period, it will only be considered on the anniversary of the contract.

12. OPENING OF THE BID BOX

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

13. EVALUATION PROCESS

The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Mandatory and Administrative bid requirements	**Functionality**	**Price and Specific Goals**	**Recommendation and Appointment**
Mandatory requirements 1. CSD Registration 2. Tax compliance status 3. Bidders/Members/Individuals should not be restricted 4. Bidders/Members/Individuals should not be in employment of the State 5. Pricing 6. Bidders are required to submit valid (IATA) license/certificate (certified copy) at closing date. (i) Where a bidding company is using a 3rd party IATA license, a copy of the agreement between the bidding company and the IATA registered company together with a certified copy of the accreditation certificate of the latter company must be attached. **Administrative requirements** 7. Completion of SBD forms 8. Completion of relevant Annexures (if any)	Bids will be evaluated in terms of Functionality and bidders who fail to obtain a minimum of **70 points** out of 100 points will not be evaluated further on Price and Specific Goals	Bids evaluated in terms of the 80/20 Preference Point System	Recommendation and appointment to the relevant Department

Failure to comply with Phase I will invalidate the bid.

13.1. Phase I: Mandatory Requirements

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

13.1.1. Registration on Central Supplier Database (CSD)

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

13.1.2. Tax Compliance Status

Bidder(s) must be compliant when submitting a bid to the Free State Department of Social Development and remain compliant for the entire contract terms 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).

It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

13.2. **Phase II: Functionality Evaluation as per the Terms of Reference**

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

CRITERIA FOR SPECIFIC GOALS	DOCUMENTS TO BE ATTACHED	MAXIMUM POINTS
➢ **BIDDER'S RELEVANT EXPERIENCE IN THE TRAVEL MANAGEMENT SERVICES (**<u>Provide successful completion of travel services.)</u> - No submission = 0 points - Up to R50 000.00 = 5 points - R50 000.01 to R100 000.00 = 10 points - R100 000.01 to R500 000.00 = 15 points - R500 000.01 to R1 000 000.00 = 20 points - R1 000 000.01 to R 1 500 000.00 = 25 points - R 1 500 000.01 and above = 30 points	Attach orders or/and appointment letters (on the letterhead of the institution signed by Head of SCM or delegated official) relating to catering together indicating the amount of the appointment with corresponding reference letters indicating that the service was successfully completed (All proof of service been delivered must relate/correspond with attached orders or appointment letters). The documents must not be older than **four (4) years**	**30**
➢ **NUMBER OF REFERENCE LETTERS IN TRAVEL MANAGEMENT SERVICES** - No Reference letter = 0 points - 1 to 5 Reference Letter(s) = 10 points - More than 5 reference letter(s) = 20 points	Reference letter(s) signed by Head of SCM or delegated official on the letter head of the institution, indicating the state/quality of delivery. Reference letter must not be older **three (3) months.**	**20**

2. FINANCIAL CAPACITY (Demonstrate the capacity to deliver) ➢ Bank Statement not older than six (6) Months **OR** ➢ Valid Bank guarantee letter not older than six (6) months **OR** ➢ National Credit Regulator (NCR) accredited service provider (Provide NCR registration number) not older than six (6) months specific to this project issued after the date of the advert and not later than the closing date of the bid.	Proof of Bank Statement with cash flow of not less than R50 000.00 for the past six (6) months **OR** Letter from the bank indicating revolving credit of not less than R50 000.00. **OR** Letter of commitment to provide funding from an accredited financial service provider for R50 000.00 or more in the name of the bidder not older than six (6) months	**30**
3. LOCALITY (Provide proof of residence): ➢ Outside South Africa = 0 points ➢ Outside Free State = 10 points ➢ Within the Free State area = 20 points	Proof of residence e.g., valid leasing agreement if not owning the property together with proof of rental payments (i.e. Invoice or statement from the lessor not older than (3) months) **OR** Municipal clearance certficate in the bidders' name (company name / Director of the company) not older than (3) three months **OR** Proof of municipality accounts in the bidders' name (company name / Director of the company) not older than (3) three months	**20**
TOTAL		**100**

13.2.1. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided. **The Department reserves the right to verify the credibility of the supporting documentation submitted**.

13.2.2. Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of **70 Points** for Functionality will be evaluated and scored in terms of the pricing and specific goals.

13.3. Phase III: Evaluation on price and specific goals

13.3.1. The bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022 and the bid evaluation criteria stipulated in this section.
13.3.2. The evaluation on Price and Specific goals will be conducted and the bidders who scored the minimum number of points for Functionality.

13.4. Phase IV: RECOMMENDATION AND APPOINTMENT

13.4.1. The Department reserves its right to appoint more than one service provider. The number/allocation of service provider(s) to be appointed is the prerogative of the Department.
13.4.2. The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Social Development for awarding of the bid/s.

14. NEGOTIATIONS

The Accounting Officer/Authority reserves the right to negotiate prices with shortlisted bidders to arrive at an acceptable market-related price.

15. COMMUNICATION AND CONFIDENTIALITY

15.1. The Free State Social Development may communicate with the Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
15.2. All communications between the Bidder and the Free State Social Development must be done in writing.
15.3. Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
15.4. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
15.5. Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
15.6. All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Biding 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.
15.7. No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so. All documents will remain the property to the **Free State Department of Social Development**

16. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the special conditions by bidder(s) will result in invalidation of such bidder(s).

17. VERIFICATION OF BIDDERS

At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

18. CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder(s) who submitted the bids or to other persons not officially concerned with the process, until the successful bidder(s) has been notified of the outcome of the bidders.

No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so.

19. JOINT VENTURE AGREEMENTS

A Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. Kindly complete attached Annexure A.

Individual Entity/ies must be registered on the CSD and after closing, register a Joint Venture or a Consortium on the CSD. It will also be expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract).

20. AGREEMENTS

A Service Level Agreement may be entered into with the Department of Social Development to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

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

21. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the General Conditions of Contracts, mediation proceedings will not be applicable to this contract.

22. ACCEPTANCE OF THE SPECIAL CONDITIONS AND CONTRACT AND GENERAL CONDITIONS OF CONTRACT

Failure to accept the Special Conditions of Contracts and the General Conditions of Contract or any part thereof, may result in the bidders not being considered.

I_______________________ in my capacity as ___________________________________ of the

Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

___________________ ___________________

SIGNATURE CAPACITY

____

Name of contact person of company:

Tel. of company: _______________________ E-mail: _________________

SECTION 3

GENERAL CONDITIONS OF A CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions	1.	The following terms shall be interpreted as indicated:
	1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
	1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products Internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

	1.13	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the bidder of the benefits of free and open competition.
	1.14	“GCC” means the General Conditions of Contract.
	1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
	1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
	1.17	“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
	1.18	“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related valueadding activities.
	1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
	1.20	“Project site,” where applicable, means the place indicated in bidding documents.
	1.21	“Purchaser” means the organization purchasing the goods.
	1.22	“Republic” means the Republic of South Africa.
	1.23	“SCC” means the Special Conditions of Contract.
	1.24	“Services” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training,

		catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

	1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 2.2 2.3	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 3.2	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 5.2 5.3 5.4	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections,tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

	8.7	Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	10.2	Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As spe ified in SCC, the supplier may be required to provide any or all of the ȷ materials, notifications, and information pertaining to spare parts manufa r distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in thesupplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

	21.2 If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging). 35. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998. 36. If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

Annexure A

JV / Consortium Agreement

ANNEXURE A

FSDSD (T) 007/2026: RENDERING OF TRAVEL AGENCY IN RESPECT OF AIR TRAVEL, CAR HIRE AND ACCOMMODATION FOR DOMESTIC AND/OR INTERNATIONAL TRAVEL

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

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

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

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

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

SIGNED ON BEHALF OF BIDDER

Date: ____________________