



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

PROVINCIAL TREASURY

**Terms of Reference for Provision of Travel
Lodge Card Services: TC/LP 21/2021:
All Provincial Departments and Public
Entities
For the period of 36 months**

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LIST OF ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment
CSD	Central Supplier Database
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RSA	Republic of South Africa
SLA	Service Level Agreement
SARS	South African Revenue Service
SBD	Standard Biding Document
TMC	Travel Management Company (s)



1. DEFINITIONS

- “Bidder”** means any natural or legal person who makes an offer in response to a request for bid.
- “Client Department”** means a Limpopo department as defined in the schedule 1 and schedule 2 of the Public Service Act and the related Public Entities including the Limpopo Provincial Legislature.
- “Travel Lodge Card”** means a credit card which is specifically designed purely for business travel expenditure.
- “Principal”** means the Limpopo Provincial Treasury acting on behalf of all the Client Departments.
- “Service Level Agreement (SLA)”** means an agreement entered into between the bidder and the Principal that defines the level of service expected from the bidder.
- “Traveller”** means a Government official, consultant, contractor or any person(s) travelling on official business on behalf of Government.
- “Travel Management Company”** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- “Travel Service Provider”** means a third party providing car rentals, air travel, accommodation and conference facilities to client departments on behalf of the TMC.

2. INTRODUCTION

- 2.1. The Principal would like to appoint a service provider to provide Travel Lodge Card Services as and when required by Client Departments.
- 2.2. The Principal hereby invites bidders to submit offers for the above-mentioned services.

3. PURPOSE OF THIS REQUEST FOR BID (RFB)

- 3.1. Client Departments will procure travel management services through Travel Management Companies (TMCs). In order to satisfy the needs of the Clients Departments, TMCs are using their own financial resources which has proved to be a financial burden to them. To address this impasse, the Principal deemed it necessary to arrange a contract for Travel Lodge Card Services.
- 3.2. The Principal would like to focus on its core functions, and therefore requires the bidders to provide a payment solution that will be used as a Travel Lodge Card Services for Travel Management Services.
- 3.3. The Successful Bidder will be required to enter into a Master Contract and Service Level Agreement with the Principal.
- 3.4. The Successful Bidder will be accountable to the Principal and Client Departments, both jointly and severally.

4. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of thirty-six (36) months with an option to renew in the Principal's sole discretion for a period not exceeding twenty-four (24) months on same terms and conditions.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

- 5.1.1. Bidder(s) must be compliant when submitting an offer to the Principal 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), Value Added Tax Act, 1991 (Act No. 89 of 1991) and SCM Instruction Note 7 of 2017/18.

- 5.1.2. It is a condition of this bid that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 5.1.4. Bidders are required to be registered on the Central Supplier Database and the Principal shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.5. Where Consortia / Joint Ventures are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.2. Procurement Legislation

The Principal has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), PPPFA Regulations of 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

5.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to these services.



6. TIMELINE OF THE BID PROCESS

The period of validity of bid and the withdrawal of offers, after the closing date and time is 120 days.

7. CONTACT AND COMMUNICATION

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the Principal's specified person who is Bafedile G.L.M/ Zitha H.E via email bafedileglm@treasury.limpopo.gov.za and zithahe@treasury.limpopo.gov.za.
- 7.2. The delegated office of the Principal may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication by the bidder(s) to an official or a person acting in an advisory capacity for the Principal in respect of the bid between the closing date and the award of the bid is discouraged.
- 7.4. All communication between the Bidder(s) and the Principal must be done in writing.
- 7.5. The Principal and its employees and advisors will not be liable with respect of any information communicated which may not be accurate, current or complete.
- 7.6. 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 the Principal (other than minor clerical matters), the Bidder(s) must promptly (within twenty-four (24) hours) notify the Principal in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Principal an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid Terms of Reference or any other information provided by the Principal will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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

8. LATE BIDS

Bids received after the stipulated closing date and time, at the address indicated in the Standard Bidding Document (SBD1 form), will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

9. COUNTER CONDITIONS

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 may result in the invalidation of such bids.

10. SUPPLIER DUE DILIGENCE

The Principal reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. SUBMISSION OF BID OFFERS

11.1. Bid documents will only be considered if deposited in the bid box on or before the closing date and time as indicated on the SBD 1 Form, regardless of the method used to send or deliver such documents to the Principal.

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11.2 Bidders are required to submit their bid offers in a sealed enveloped marked as follows: -

(a) TC/LP Number

(b) Name of the bidding company

Bidders are requested to initial and sequentially number each page of the bid document including all the attachments submitted together with the bid document.

12. SCOPE OF WORK

12.1. Background

12.1.1. Travel Management Services is one of the transversal commodities where Limpopo Provincial Government spend much of its budget. This includes domestic and international air travel, car hire, accommodation (lodging), and conference facilities. The above-mentioned commodity is rendered to Client Departments by Travel Management Companies (TMCs).

12.1.2. To this end, Travel Lodge Card has been identified as a facility that will enhance effective management of Travel Management Services whilst reducing the financial burden which TMCs are shouldering in rendering the service to Limpopo Provincial Government. Therefore, this RFB seeks to obtain offers from the market for the provision of Travel Lodge Card Services to Limpopo Provincial Government.

12.1.3. The scope of the service is to provide a Travel Lodge Card Facility that will be used as a payment facility by the Client Departments and/or the TMCs to amongst others but not limited to the following services: -

Item No.	Services
1)	Air travel - Domestic
2)	Air Travel - International

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3)	Car Rental - Domestic
4)	Accommodation - Domestic
5)	Accommodation - International
6)	Conferences/Events
7)	Air Travel – International (Re-issue)
8)	Air Travel – Domestic (Re-issue)
9)	Refunds – Air International
10)	Refunds – Air Domestic
11)	Car Rental – International
12)	Shuttle – International
13)	Shuttle – Domestic
14)	Luxury Coach Bookings
15)	Train Booking – International
16)	Train Bookings - Domestic
17)	After Hours Services
18)	Parking Facilities
19)	Changes to bookings
20)	Cancellations
21)	Transfers – Domestic
22)	Transfers – International
23)	Insurance

12.1.4. The Travel Lodge Card Services will be provided to the following Client Departments: -

Provincial Departments	Public Entities (as an when required since their participation to this contract is optional)
(a) Agriculture and Rural Development	(a) Limpopo Gambling Board
(b) Cooperative Governance, Human Settlement and Traditional Affairs	(b) Limpopo Tourism Agency
(c) Economic Development, Environment and Tourism	(c) Limpopo Economic Development Agency (LEDA)
(d) Education	(d) Road Agency Limpopo (RAL)
(e) Health	(e) Gateway Airways Authority Limpopo (GAAL)
(f) Office of the Premier	
(g) Provincial Treasury	
(h) Public Works, Roads & Infrastructure	
(i) Social Development	
(j) Sport, Arts & Culture	
(k) Transport and Community Safety.	
(l) Legislature	

12.1.5. In rendering the above-mentioned services, the successful bidder will be required to provide The Principal and Client Departments with efficient and effective Travel Lodge Card Services that will enhance payment of services provided by the TMCs.

12.2. Estimated travel budget

The estimated budget for travel management services is around R250 million. The estimated budget is only provided to assist bidders to

determine their ability to handle the volume and complexity of the business requirement, and should only be used as a guide and relied upon in the context of completing the bid.

Note: These estimates do not guarantee the actual volumes or sales mix considering the implications posed by COVID - 19 pandemic.

12.3. Service Requirements

Bidders are required to demonstrate their capability in rendering the services which will be measured in terms of the following critical performance areas: -

12.3.1. Opening and configuration of accounts

Bidders must demonstrate how the account will be opened and configured for efficient and effective use by all Clients Departments. Each account must be able to operate individually, however, the Principal must be able to have control and access to all the account for control purposes.

12.3.2. Management of accounts

Bidders must demonstrate how the Travel Lodge Card account for each Client Department will be managed. This include amongst others but not limited to the management team and back office support responsible for ensuring that the account is managed efficiently and effectively. To this end, bidders are required to indicate the following: -

- (a) An Account Management structure to respond to the needs and requirements of the Client Departments and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- (b) The service provider must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of each Client Department's account.

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- (c) The necessary processes should be implemented to ensure good quality management and ensuring the Principal, Client Departments and TMCs satisfaction at all times.
- (d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the Client Departments and/or the TMCs.
- (e) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the service provider.
- (f) The service provider must ensure that workshops/training are provided to the Client Departments and TMCs.
- (g) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

12.3.3. Reconciliation of accounts

Bidders must demonstrate how they are going to do the reconciliation of the accounts for all the Client Departments' invoices, payments and statements. To this end, bidders are required to indicate amongst others but not limited to the following: -

- (a) The intervals for submitting invoices and statements
- (b) The media to be used for the submission of invoices and statements
- (c) The intervals of doing reconciliations of invoices, statements and payments.

12.3.4. Technology, Management Information and Reporting

Bidders are required to demonstrate how are they going to provide effective management reporting on the utilisation of Travel Lodge Card Services by all Client Departments. To this end, bidders will be required amongst others but not limited to the following: -

- (a) The bidder must have the capability to consolidate all management information related to travel expenses into a single source document using automated reporting tools.

- (b) The bidder will be required to provide the Principal, Client Departments and TMCs with a minimum of three (3) standard monthly reports using the reporting templates to be supplied by the Principal.
- (c) The prescribed reports do not limit the bidder to provide the Principal, Client Departments and TMCs with any report applicable in the industry to enhance decision-making.
- (d) The Principal and/or Client Departments may request the service provider to provide additional management reports.
- (e) Reports must be accurate and be provided as per the Principal and/or Client Departments' specific requirements at the agreed time. Information must be available on a transactional level that reflect amongst others but not limited to the following; the name of the traveller, date of travel and spend category (example air travel, shuttle, accommodation), as well as the service provider (e.g. accommodation, flight, car hire service providers)
- (f) Reports must be available in an electronic format for example Microsoft Excel, PDF and any other format applicable in the industry.
- (g) The service provider will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

12.3.5. Back office Administration Support

The service provider must ensure that high quality services are delivered at all times. The service provider is required to provide the Principal and Client Departments with highly skilled and qualified human resources including but not limited to: -

- a) Project/Team Manager;
- b) Account Manager; and
- c) Finance Manager



12.3.6. Quarterly and Annual Performance Reviews

- (a) Quarterly reviews are required to be presented by the service provider on all Client Departments travel activities. These reviews are comprehensive and presented to the Principal and Client Departments' Procurement and Finance teams as part of the performance management reviews, based on the service levels.
- (b) Annual Reviews are required to be presented to the Principal and Client Departments' Senior Executives.

12.3.7. Call Centre

Bidders must have a Call Centre to ensure seamless support services to all Client Departments. The Call Centre must be accessible for twenty-four hours.

13. EVALUATION AND SELECTION CRITERIA

The Principal has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following: -

Administrative and Mandatory Bid Requirements (Gate 1)	Technical Evaluation Criteria (Gate 2)	Price & B-BBEE (Gate 3)
Bidders must submit all documents as outlined in paragraph 13.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points	Bids will be evaluated in terms of the 90/10 preference system.

13.1. Gate 1: Administrative and Mandatory Bid Requirements

13.1.1. Without limiting the generality of the Principal's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed in black ink by the duly authorised representative of the prospective bidder(s). **Correction fluid is not allowed and any cancellation on the bid document must be initialled by the authorized signatory.** During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Administrative and Mandatory bid requirements.

Document that must be submitted	Non-submission may result in disqualification.	
Original Bid Documents	YES	Duly completed and signed.
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection.
Pricing Schedule (Firm prices) – SBD 3.1	YES	Complete
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Points Claim Form in Terms of PPPFA Regulations 2017 – SBD 6.1.	YES	Complete and sign the supplied pro forma document.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document.
National Industrial Participation Programme – SBD 5	YES	Complete and sign the supplied pro forma document.
Proof of registration with South African Registrar of Banks.	YES	Registration with South African Registrar of Banks
Approval letter from National Treasury as prescribed by section 7(2)(a) of the PFMA	YES	Letter from National Treasury as prescribed by section 7(2)(a) of the PFMA

Document that must be submitted	Non-submission may result in disqualification.	
Proof of registration with Financial Services Board	YES	Proof of membership with Financial Services Board.
Proof of registration on Central Supplier Database (CSD)	YES	The bidder must indicate their CSD supplier number on SBD 1 Form
B-BBEE certificate/or Original and valid Sworn Affidavit	NO	Submission of B-BBEE /or Original and valid Sworn Affidavit.
Proof of Interest Free Grace Period (fifty-five (55) days from the statement date).	YES	Bidders must submit a confirmation letter indicating the Interest Free Grace Period of fifty-five (55) days from the statement date.
Pricing Schedule	YES	Bidders must bid for all items as per Annexure "B" for year one, two and three.

13.2. Gate 2: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria.

Only Bidders that have met the administrative and mandatory requirements in (Gate 1) will be evaluated in Gate 2 for functionality as per the attached annexure "A". Functionality will be evaluated as follows:

- a) Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.
- b) As part of due diligence, the Principal may conduct a site visit at the bidders' place of business (as per the physical address provided by the bidder on SBD1 Form) and/or at client of the Bidder (reference) for validation of the services previously rendered.

13.3. Gate 3: Price and B-BBEE Evaluation (90+10) = 100 points

Only Bidders that have met the 70 points threshold in Gate 2 will be evaluated in Gate 3 for Price and B-BBEE. Price and B-BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- B-BBEE status level of contributor (maximum 10 points)

13.3.1. Stage 1 – Price Evaluation (90 Points)

Criteria	Points
Interest charges Evaluation	90
$Ps = 90 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

13.3.2. Stage 2 – B-BBEE Evaluation (10 Points)

a) B-BBEE Points allocation

Points will be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below: -

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate or sworn affidavit.

b) Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Principal will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

13.3.3. Stage 3 (90 + 10 = 100 points)

The price and B-BBEE points will be consolidated.

14. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder under this bid is conditional, amongst others: –

- a) The Principal shall enter into a contract with the successful bidder who accepts the terms and conditions contained in the General Conditions of Contract.

15. SERVICE LEVEL AGREEMENT

15.1. Upon award of the bid, the Principal will sign a Service Level Agreement (SLA) with the successful service provider regulating the specific terms and conditions applicable to the services.

15.2. 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.

16. RESERVATIONS OF RIGHTS

The Principal reserve the right to: -

- (i) negotiate with preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including the payment circle and interests charged for late payments of invoices by Client Departments;
- (ii) carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- (iii) correct any mistakes at any stage of the bid that may have been in the Bid Terms of Reference prior to the closure of the bid subject to it been published in the bid bulletin and/or e-tender portal;
- (iv) cancel and/or terminate the bidding process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bidders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such; and

- (v) Negotiate interest charges to be charged for the outstanding amount not paid within the payment cycle and not on the capital amount for the extended contract period which may not exceed the twenty-four (24) months.

17. DECLARATION BY THE BIDDER

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

that the bidder(s) shall: –

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

18. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Principal reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Client Department and the Principal or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) engages in any collusive bidding, 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 Client Department'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 bid, 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.

19. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the Principal relies upon the offer of the bidder as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the Principal against the bidder notwithstanding the conclusion of the Service Level Agreement between the Principal and the bidder for the provision of the Service in question.

20. PREPARATION COSTS

The Bidder will bear all costs in preparing, submitting and presenting any response or bid 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 the Principal, Client Departments, 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.

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21. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Client Departments incur costs or damages (including, without limitation to, 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 Client Departments harmless from any and all such costs which Client Departments may incur and for any damages or losses Client Departments may suffer.

22. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Principal 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.

23. TAX COMPLIANCE

23.1. No bid shall be awarded to a bidder who is not tax compliant. The Principal reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is subsequently established that such bidder is in fact not tax compliant or whose verification against the Central Supplier Database (CSD) proves non-compliant.

23.2. The Principal 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.

24. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No bid 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. The Principal 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 restricted with National Treasury by another government institution.

25. GOVERNING LAW

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.

26. CONFIDENTIALITY

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 offer(s) will be disclosed by any bidder or other person not officially involved with the Principal's examination and evaluation of a bid.

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 bid. This bid and any other documents supplied by the Principal remain proprietary to the Principal.

Throughout this bid process and thereafter, bidder(s) must secure the Principal'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.

27. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (TC/LP 21/2021), the Principal may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure. The successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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