



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE**

**TERMS OF REFERENCE NUMBER: DSAC2022/23-B2**

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**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF TRANSPORT MANAGEMENT COMPANIES TO PROVIDE TRANSPORT SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.**

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**CLOSING DATE: 21<sup>ST</sup> SEPTEMBER 2022**

**CLOSING TIME: 11H00AM**

**BID VALIDITY PERIOD: 120 DAYS**

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**BID BOX ADDRESS:**

**21 BICCARD STREET  
OLYMPIC TOWERS BUILDING  
POLOKWANE  
0699**

## 1. INTRODUCTION

1.1 The Limpopo Department of Sport, Arts and Culture is operating within a political, economic, social, and technological advanced environment coupled with meeting relevant legal and compliance prescripts. DSAC needs to appoint the services of an experienced transport company to provide transport services mainly for the staff members, and for external stakeholders travelling across South Africa. Travel arrangements will consist of trailers, trucks, minibuses, and buses through the appointed transport management company.

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

2.1 The purpose of this bid is to solicit proposals from potential bidder(s) for the provision of transport management services to DSAC. The bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder(s) required by DSAC for the provision of transport management services to DSAC.

## 3. DEFINITIONS

**DSAC** means the organ of state, Limpopo Department of Sport, Arts and Culture that is requiring the provision of travel management services.

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

**Transport Management Company (TMC)** refers to the Company contracted to provide transport management services.

**VAT** means Value Added Tax.

## 4. LEGISLATIVE FRAMEWORK OF THE BID

### 4.1. Tax Legislation

Bidder(s) must be tax compliant when submitting a proposal to DSAC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

### 4.2. Procurement Legislation

DSAC 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) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### 4.3. Technical Legislation and/or Standards

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

## 5. COMPULSORY BRIEFING SESSION

5.1 There will be compulsory briefing session for this bid.

## **6. TIMELINE OF THE BID PROCESS**

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

### **Advertisement of bid on Tender Bulletin and e-portal**

26<sup>th</sup> August 2022

### **Bid closing date**

21<sup>st</sup> September 2022 at 11:00am

### **Compulsory briefing session date and venue**

7<sup>th</sup> September 2022 at 10h00

### **Briefing Session Venue**

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

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

Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DSAC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **7. CONTACT AND COMMUNICATION**

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mabasa L via email address [mabasal@sac.limpopo.gov.za](mailto:mabasal@sac.limpopo.gov.za). Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. All communication between the bidder(s) and DSAC must be done in writing.
- 7.3. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSAC (other than minor clerical matters), the Bidder(s) must promptly notify DSAC in writing of such discrepancy, ambiguity, error, or inconsistency to afford DSAC an opportunity to consider what corrective action is necessary (if any).
- 7.4. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSAC will, if possible, be corrected and provided to all bidder(s) without attribution to the bidder(s) who provided the written notice. DSAC is allowed to issue erratum.
- 7.5. 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**

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

## **9. COUNTER CONDITIONS**

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

## **10. FRONTING**

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

## **11. SUPPLIER DUE DILIGENCE**

- 11.1 DSAC will conduct supplier due diligence which include site visit prior to final award or at any time during the contract period.
- 11.2 Vehicles of the recommended bidder will be subjected to e-Natis verification.

## **12. SUBMISSION OF PROPOSALS**

- 12.1. Bid documents must be placed in the bid box on the aforesaid address on or before the closing date and time.
- 12.2. Bid documents will only be considered if received by DSAC before the closing date and time.
- 12.3. The bidder(s) is/are required to submit one (1) bid document in a clearly marked and sealed envelope.

## **13. APPOINTMENT OF SERVICE PROVIDERS**

- 13.1 DSAC reserves the right to appoint five service providers one per district. (i.e. Capricorn District, Mopani District, Vhembe District, Waterberg District and Sekhukhune District).

- 13.2 No bidder will be awarded more than one district.
- 13.3 To appoint a bidder not scoring the highest number of points. Use objective criteria to appoint the second preferred bidder in district(s) where the main preferred bidder has already been awarded (i.e. distribution of wealth, capacity to deliver the service) in terms of PPPFA 2(1)(f). A premium of 11.11% will be taken into consideration between the main preferred bidder and the second preferred bidder. In instances where the second preferred bidder's premium is more than 11.11%, the department reserves the right to appoint the main preferred bidder.

ITEM NO.	DISTRICT FOR BIDDING	TICK BOX OF YOUR PREFERENCE
1	Capricon	
2	Mopani	
3	Vhembe	
4	Sekhukhune	
5	Waterberg	

#### 14. DURATION OF THE CONTRACT

- 14.1 The successful bidders will be appointed for a period of (3) three years.

#### 15. SCOPE OF WORK

##### 15.1. Background

DSAC's primary objective in issuing this bid is to enter a contract with successful bidders who will achieve the following:

- 15.1.1 Provide DSAC with the transport management services that are consistent and reliable and will maintain a high level of traveller satisfaction.
- 15.1.2 Achieve significant cost savings for DSAC without any degradation in the services; and
- 15.1.3 Appropriately contain DSAC's risk and traveller risk.

##### 15.2. SERVICE REQUIREMENTS

###### 15.2.1. General

The successful bidder will be required to provide transport management services and deliverables under this section include without limitation, the following:

- 15.2.1.1 The transport services will be provided to all travellers travelling on behalf of DSAC. This will include employees and its stakeholders where the agreement is that DSAC is responsible for the arrangement and cost of transport services.
- 15.2.1.2 Submit all invoices for services rendered.
- 15.2.1.3 Provide a detailed transition plan for implementing the service without service

- interruptions.
- 15.2.1.4 It is the responsibility of the TMC to ensure that the transport always have fuel.
  - 15.2.1.5 It is the responsibility of the TMC to ensure that its vehicles are roadworthy and insured.
  - 15.2.1.6 It is the responsibility of the TMC to ensure that it has public liability cover.
  - 15.2.1.7 Transport must be arranged within the district in which the bidder is being appointed.
  - 15.2.1.8 TMC must ensure that its drivers possess a valid PDP license.
  - 15.2.1.9 DSAC will at times arrange accommodation for the driver where athletes or artists will be accommodated.
  - 15.2.1.10 It is the responsibility of TMC to find alternative similar transport at no cost to DSAC in a case of breakdown.
  - 15.2.1.11 It is the responsibility of TMC to pay for tollgates and related charges and traffic fines.
  - 15.2.1.12 It is the responsibility of TMC to get the necessary travel or transport permits before any trip can be undertaken. DSAC will not be responsible for any arrangements of permits on behalf of TMC.
  - 15.2.1.13 It is the responsibility of TMC to arrange transport for people with special needs (i.e. disable people, visually impaired, etc) should such need, or request arise.

### **15.3 AFTER HOURS AND EMERGENCY SERVICES**

- 15.3.1 The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- 15.3.2 A dedicated consultant/s must be available to assist DSAC travellers with after hour or emergency assistance.
- 15.3.3 After hours' services must be provided from Monday to Friday outside the official hours (16:30 to 7:h30) and twenty-four (24) hours on weekends and Public Holidays.
- 15.3.4 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 (in all travel confirmations)
- 15.3.5 The Transport Management Company 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.

### **15.4 COMMUNICATION**

- 15.4.1 All enquiries must be investigated, and prompt feedback must be provided in accordance with the Service Level Agreement.
- 15.4.2 The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

### **15.5 TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING**

- 15.5.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.5.2 All management information and data input must be accurate.
- 15.5.3 Reports must be available in an electronic format for example Microsoft Excel.

## 16. EVALUATION AND SELECTION CRITERIA

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

- Pre-qualification Criteria (Phase 1)
- Administrative Compliance and Mandatory Requirements (Phase 2)
- Functionality Compliance (Phase 3)
- Price and B-BBEE Evaluation (Phase 4)
- Site Inspection (Phase 5)

### 16.1. Phase 1: Pre-qualification in terms of PPR 2017

**Only EMEs and QSEs which are 51% black owned are allowed to bid.**

### 16.2 Phase 2: Administrative Compliance

Bidder(s) must submit the documents listed in Table 1 below. The bid documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents. Disqualified bidders will not proceed to Phase 3 evaluation.

**TABLE 1: ADMINISTRATIVE BID DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALED AND SUBMITTED**

Document that must be submitted	Non-submission and compliance will result in disqualification
Invitation to Bid – SBD 1	Complete, sign and initial
SBD 3.1 Pricing Schedule Firm Prices	Complete, sign and initial
Declaration of Interest – SBD 4	Complete, sign and initial <b>NB: DECLARE ALL BUSINESS INTERESTS</b>
Preference Point Claim Form – SBD 6.1	Complete, sign and initial
Quotation	Quotation on the company letterhead and signed; and it must have the following: - quotation number, quotation date, quotation validity period of 120 days.
Pricing Schedule	Submit full details of the pricing proposal as per Annexure A

**TABLE 2: MANDATORY REQUIREMENTS THAT MUST BE SUBMITTED**

Document that must be submitted	Non-submission and compliance will result in disqualification
Registration on Central Supplier Database (CSD)	The Transport Management Company (TMC) must be registered on the National Treasury Central Supplier Database (CSD). Attach CSD report.
Tax compliant	To be verified on National Treasury's Central Supplier Database. Attach SARS Pin

Proof of ownership or rental agreement or arrangement of different types of transport.	Submit certified copies, not older than three months for: - <ul style="list-style-type: none"> <li>• 10 – 15 Seater minibus</li> <li>• 22 Seater minibus</li> <li>• 32 – 40 Seater bus</li> <li>• 60 – 65 Seater standard bus (Closed Top) with ramp</li> <li>• 60 – 65 Seater double decker bus (Open Top) with ramp</li> <li>• 1 – 4 Ton truck</li> <li>• Trailer closed/ and open with wheelchair ramp</li> <li>• Trailer lockable 3050mm</li> </ul>
Public liability cover with at least R250,000	Attach certified copies
Valid roadworthy certificate for each vehicles	Attach certified copies

### Phase 3: Technical Evaluation Criteria (Functionality)

Any bid that does not meet the minimum eligibility threshold of **70 points out of 100** will be automatically disqualified and not proceed to Phase 4.

The functionality criteria together with the maximum points to be awarded are set out below:

The weight that will be allocated to each functionality criteria is as follows

### FUNCTIONALITY EVALUATION

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	BIDDER SCORE	
1.	Capacity and Back-Up plan to render the transport management services	Bidders are required to indicate the availability of vehicles as per the Terms of References registered in their company name including the back-up plan in case of unavailability of the required vehicles. Proof of ownership or rental agreement must be attached.	<b>35</b>		
		(1) Minibuses <b>(35)</b> , (2) Buses <b>(10)</b> , (3) Trucks <b>(01)</b> , (4) Trailers <b>(05)</b>			
		All four requirements provided			35
		Only three requirements provided			28
		Only two requirements provided			21
		Only one requirement provided			14
	Nothing provided	0			
2.	Transport management implementation methodology	A project plan showing work breakdown: (1) Implementation methodology to include - How transport services will be managed; - (2) Booking processes and workflows relating to services; and – (3) How the TMC will deal with crisis management, and (4) Reporting	<b>(25)</b>		
		<ul style="list-style-type: none"> <li>• All four requirements provided</li> </ul>			25



		• Only three requirements provided	20	
		• Only two requirements provided	15	
		• Only one requirement provided	10	
		• Nothing provided	0	
3.	Proven Track Record in providing this service with References on your client's letterheads signed by authorized persons.	Must indicate - Duration or service, service value and number of beneficiaries serviced	<b>(20)</b>	
		• Five References	20	
		• Four References	16	
		• Three References	12	
		• Two References	8	
		• One Reference	4	
		• Nothing provided	0	
4.	Municipal rates and Taxes Invoice or Signed Lease Agreement	Attach certified copy of municipal rates and taxes invoice from the municipality showing the bidder has an office in the district municipality bidding for/ or proof of physical address from Tribal Authority, not older than three months.	<b>(10)</b>	
		• Company based in the district municipality in Limpopo Province	<b>10</b>	
		• Company not based in the district municipality in Limpopo Province	<b>0</b>	
5.	Bank rating letter	Original bank rating letter	<b>(10)</b>	
		• A	10	
		• B	08	
		• C	06	
		• D	04	
		• E	02	
		• F	0	

**TOTAL**

**100%**

#### **Phase 4: Price and B-BBEE Evaluation**

##### **80/20 : Submit proof to claim B-BBEE points (Refer to SBD 6.1 of PPR 2017)**

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs and QSEs are required to submit original sworn affidavit signed by the company representative and attested by a commissioner of oaths, confirming its annual total revenue and level of Black ownership.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

**BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR BIDDING PURPOSES!!**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## **17. GENERAL CONDITIONS OF CONTRACT**

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

- 17.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSAC is prepared to enter into a contract with the successful Bidder.
- 17.2 The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly signed by an authorised representative of the bidder.

## **18. CONTRACT PRICE ADJUSTMENT**

- 18.1 All prices must be VAT inclusive (VAT vendors) and must be quoted in South African Rand (ZAR).
- 18.2 The rates quoted must be firm for the full period of the contract.
- 18.3 Prices should be aligned to auto mobile association rates.
- 18.4 Price escalations for year two, and year three will be determined by the CPI.

## **19. DSAC REQUIRES BIDDER(S) TO DECLARE**

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

- 19.1. Confirm that the bidder(s) is to: –
  - 19.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
  - 19.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - 19.1.3 Act with circumspection and treat DSAC fairly in a situation of conflicting interests; YES / NO
  - 19.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

- 19.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
- 19.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 19.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
- 19.1.8 To ensure that any information acquired by the bidder(s) from DSAC will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 20.1 DSAC 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 DSAC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
  - 20.1.1 engages in any collusive Biding, 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;
  - 20.1.2 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;
  - 20.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSAC's officers, directors, employees, advisors or other representatives;
  - 20.1.4 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;
  - 20.1.5 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;
  - 20.1.6 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;
  - 20.1.7 has in the past engaged in any matter referred to above; or
  - 20.1.8 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 Bid Defaulters kept at National Treasury.

## **21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

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

question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **22. PREPARATION COSTS**

- 22.1 The Bidder will bear all its 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 DSAC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **23. INDEMNITY**

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

## **24. PRECEDENCE**

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

## **25. LIMITATION OF LIABILITY**

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

## **26. TAX COMPLIANCE**

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

## **27. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS**

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

## **28. GOVERNING LAW**

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

## **29. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

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

## **30. CONFIDENTIALITY**

- 30.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's Bid(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a Bid.
- 30.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Bid. This bid and any other documents supplied by DSAC remain proprietary to DSAC and must be promptly returned to DSAC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 30.3 Throughout this bid process and thereafter, bidder(s) must secure DSAC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
- 30.4 No confidential information relating to the process of evaluating or adjudicating Bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

## **31. DSAC PROPRIETARY INFORMATION**

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

## PRICING SCHEDULE - CAPRICON DISTRICT

## TRANSACTION FEE MODEL:

BID NO: DSAC2022/23-B2

## THE PROVISION OF TRANSPORT MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER: \_\_\_\_\_

ITEM NO	Requirements	Description	Cost per KM (VAT included) YEAR 1
1	10 -15 Seater minibus	Hire of 10 -15 Seater with a driver per kilometre	R
2	22 Seater minibus	Hire of 22 Seater minibus with a driver per kilometre	R
3	32 – 40 Seater bus	Hire of 32 – 40 Seater bus with a driver per kilometre	R
4	60 – 65 Seater standard bus (Closed Top) with ramp	Hire of 60 – 65 Seater standard bus (Closed Top) with a driver per kilometre	R
5	60 – 65 Seater double decker bus (Open Top) with ramp	Hire of 60 – 65 Seater double decker bus (Open Top) with a driver per kilometre	R
6	1 – 4 Ton truck	Hire of 1 – 4 Ton truck with a driver per kilometre	R
7	Trailer closed/ and open with wheelchair ramp	Hire of Trailer closed/ and open with wheelchair ramp per day	R
8	Trailer lockable 3050mm	Hire of Trailer lockable per day	R
<b>TOTAL</b>			<b>R</b>

## PRICING SCHEDULE - MOPANI DISTRICT

## TRANSACTION FEE MODEL:

BID NO: DSAC2022/23-B2

## THE PROVISION OF TRANSPORT MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER: \_\_\_\_\_

ITEM NO	Requirements	Description	Cost per KM (VAT included) YEAR 1
1	10 -15 Seater minibus	Hire of 10 -15 Seater with a driver per kilometre	R
2	22 Seater minibus	Hire of 22 Seater minibus with a driver per kilometre	R
3	32 – 40 Seater bus	Hire of 32 – 40 Seater bus with a driver per kilometre	R
4	60 – 65 Seater standard bus (Closed Top) with ramp	Hire of 60 – 65 Seater standard bus (Closed Top) with a driver per kilometre	R
5	60 – 65 Seater double decker bus (Open Top) with ramp	Hire of 60 – 65 Seater double decker bus (Open Top) with a driver per kilometre	R
6	1 – 4 Ton truck	Hire of 1 – 4 Ton truck with a driver per kilometre	R
7	Trailer closed/ and open with wheelchair ramp	Hire of Trailer closed/ and open with wheelchair ramp per day	R
8	Trailer lockable 3050mm	Hire of Trailer lockable per day	R
<b>TOTAL</b>			<b>R</b>

## PRICING SCHEDULE - VHEMBE DISTRICT

## TRANSACTION FEE MODEL:

BID NO: DSAC2022/23-B2

## THE PROVISION OF TRANSPORT MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER: \_\_\_\_\_

ITEM NO	Requirements	Description	Cost per KM (VAT included) YEAR 1
1	10 -15 Seater minibus	Hire of 10 -15 Seater with a driver per kilometre	R
2	22 Seater minibus	Hire of 22 Seater minibus with a driver per kilometre	R
3	32 – 40 Seater bus	Hire of 32 – 40 Seater bus with a driver per kilometre	R
4	60 – 65 Seater standard bus (Closed Top) with ramp	Hire of 60 – 65 Seater standard bus (Closed Top) with a driver per kilometre	R
5	60 – 65 Seater double decker bus (Open Top) with ramp	Hire of 60 – 65 Seater double decker bus (Open Top) with a driver per kilometre	R
6	1 – 4 Ton truck	Hire of 1 – 4 Ton truck with a driver per kilometre	R
7	Trailer closed/ and open with wheelchair ramp	Hire of Trailer closed/ and open with wheelchair ramp per day	R
8	Trailer lockable 3050mm	Hire of Trailer lockable per day	R
<b>TOTAL</b>			<b>R</b>



## PRICING SCHEDULE - WATERBERG DISTRICT

## TRANSACTION FEE MODEL:

BID NO: DSAC2022/23-B2

## THE PROVISION OF TRANSPORT MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER: \_\_\_\_\_

ITEM NO	Requirements	Description	Cost per KM (VAT included) YEAR 1
1	10 -15 Seater minibus	Hire of 10 -15 Seater with a driver per kilometre	R
2	22 Seater minibus	Hire of 22 Seater minibus with a driver per kilometre	R
3	32 – 40 Seater bus	Hire of 32 – 40 Seater bus with a driver per kilometre	R
4	60 – 65 Seater standard bus (Closed Top) with ramp	Hire of 60 – 65 Seater standard bus (Closed Top) with a driver per kilometre	R
5	60 – 65 Seater double decker bus (Open Top) with ramp	Hire of 60 – 65 Seater double decker bus (Open Top) with a driver per kilometre	R
6	1 – 4 Ton truck	Hire of 1 – 4 Ton truck with a driver per kilometre	R
7	Trailer closed/ and open with wheelchair ramp	Hire of Trailer closed/ and open with wheelchair ramp per day	R
8	Trailer lockable 3050mm	Hire of Trailer lockable per day	R
<b>TOTAL</b>			<b>R</b>

## PRICING SCHEDULE - SEKHUKHUNE DISTRICT

## TRANSACTION FEE MODEL:

BID NO: DSAC2022/23-B2

## THE PROVISION OF TRANSPORT MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER: \_\_\_\_\_

ITEM NO	Requirements	Description	Cost per KM (VAT included) YEAR 1
1	10 -15 Seater minibus	Hire of 10 -15 Seater with a driver per kilometre	R
2	22 Seater minibus	Hire of 22 Seater minibus with a driver per kilometre	R
3	32 – 40 Seater bus	Hire of 32 – 40 Seater bus with a driver per kilometre	R
4	60 – 65 Seater standard bus (Closed Top) with ramp	Hire of 60 – 65 Seater standard bus (Closed Top) with a driver per kilometre	R
5	60 – 65 Seater double decker bus (Open Top) with ramp	Hire of 60 – 65 Seater double decker bus (Open Top) with a driver per kilometre	R
6	1 – 4 Ton truck	Hire of 1 – 4 Ton truck with a driver per kilometre	R
7	Trailer closed/ and open with wheelchair ramp	Hire of Trailer closed/ and open with wheelchair ramp per day	R
8	Trailer lockable 3050mm	Hire of Trailer lockable per day	R
<b>TOTAL</b>			<b>R</b>

