



<b>BID DOCUMENT</b>
<b>IUCMA/004/TRAVEL/2022</b>

<b>BID DESCRIPTION</b>
<b>PROVISION OF TRAVEL MANAGEMENT SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>

<b>CLOSING DATE</b>	
<b>DATE TIME</b>	<b>08 SEPTEMBER 2022 11H00AM</b>
<b>DELIVERY ADDRESS</b>	<b>IUCMA OFFICES, SUITE 801 THE MAXSA BUILDING 13 STREAK STREET MBOMBELA 1200</b>

<b>BIDDER TO COMPLETE</b>	
<b>NAME OF BIDDER</b>	
<b>TRADING AS</b> (if different from above)	
<b>CSD NO</b>	<b>MAAA</b>

**ISSUED AND PREPARED BY:  
INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY  
PRIVATE BAG X11214  
MBOMBELA  
1200  
Tel: +27 13 753 9000**

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## **SECTION A – BID INVITATION, GENERAL CONDITIONS OF BID AND GENERAL CONDITIONS OF CONTRACT**

## **1. BID NOTICE & INVITATION TO BID**

**BID NO. IUCMA/004/TRAVEL/2022**

**CLOSING DATE: 08 September 2022**

The Inkomati-Usuthu Catchment Management Agency (IUCMA) is a body corporate established in terms of section 78 (1) of the National Water Act 36 of 1998, as amended (the Act). The IUCMA is listed in Schedule 3A of the Public Finance Management Act 1 of 1999 (PFMA) as a National Public Entity and is as such required to manage its resources in compliance with the PFMA as amended.

Bids are hereby invited from qualified, competent, and capable bidders to render the following services:

### **PROVISION OF TRAVEL MANAGEMENT SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

It is compulsory that service providers download a copy of the bid document that will ONLY be available from **Monday, 15 August 2022** on the National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za) and the IUCMA website: [www.iucma.co.za](http://www.iucma.co.za) on the tenders free of charge.

**Briefing Session will be held on the day of 23 August 2022, Time:09h30am**

#### **Link to Join for the compulsory briefing session**

[Click here to join the meeting](#)

Meeting ID: 316 780 785 358

Passcode: VGREUX

Bids will be adjudicated in terms of the Preferential Procurement Regulations as amended, pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislation and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. BIDS shall remain valid for the period of days as indicated in the bid document from the date of closing. The IUCMA reserves the right to accept all, part, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of the IUCMA.

Completed bid documents complying with the conditions of a bid must be sealed and endorsed "**PROVISION OF TRAVEL MANAGEMENT SERVICES TO IUCMA FOR A PERIOD OF THIRTY-SIX (36) MONTHS**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided at the IUCMA Offices, Suite 801, The Maxsa Building, 13 Streak Street, Mbombela before 11:00 on the closing date. Late quotations or tenders received by way of facsimile or e-mail will under no circumstances be considered.

For technical enquiries contact Ms S Mbatha at Tel: 013 753 9089 or e-mail [mbathas@iucma.co.za](mailto:mbathas@iucma.co.za) and for SCM enquiries contact Mr N Hlatshwayo at Tel: 013 753 9039 or e-mail [hlatshwayon@iucma.co.za](mailto:hlatshwayon@iucma.co.za) during office hours (Monday to Friday) 07:30 to 16:00.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr LC Mohalaba  
Chief Executive Officer**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE IUCMA</b>					
BID NUMBER:	<b>IUCMA/004/TRAVEL/2022</b>	CLOSING DATE:	<b>08 September 2022</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>PROVISION OF TRAVEL MANAGEMENT SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>IUCMA, SUITE 801, THE MAXSA BUILDING, 13 STREAK STREET, MBOMBELA, 1200 (DURING OFFICE HOURS BETWEEN 07H30 TO 16H00)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mr N Hlatshwayo</b>		CONTACT PERSON	<b>Ms S Mbatha</b>	
TELEPHONE NUMBER	<b>013 753 9039</b>		TELEPHONE NUMBER	<b>013 753 9089</b>	
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<b>hlatshwayon@iucma.co.za</b>		E-MAIL ADDRESS	<b>mbathas@iucma.co.za</b>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	<b>MAAA</b>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (Not applicable to South African suppliers)</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS AS AMENDED, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
1.5. THE BOX IS GENERALLY OPEN DURING OFFICE HOURS: 07:30 – 16:00 MONDAYS TO FRIDAYS.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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:** .....

## 2. DECLARATION OF POPI ACT

**Compulsory document (completed and signed) to be submitted with tender document**

### **PERMISSION BY BIDDER:**

On behalf of Company/Close Corporation/Trust/Joint Venture/Consortium/Juristic  
Person/Partnership

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I, Mr/Ms \_\_\_\_\_ (duly authorised), hereby grant permission, in terms of the Protection of Personal Information Act, 2013 (Act 4 of 2013), POPI Act, to the Inkomati-Usuthu Catchment Management Agency, to utilise all information contained in the tender documents submitted to the Inkomati-Usuthu Catchment Management Agency, for purposes of procurement.

Capacity: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**NB: Bidder will be disqualified if the form is not completed and signed**

### **3. GENERAL CONDITIONS OF BID**

#### **1. Definitions**

- 1.1. The word "Bidder/Tenderer" in these conditions shall mean and include any firm of contractors, suppliers, service providers or any company or body incorporated or unincorporated.

#### **2. General conditions of the Contract**

- 2.1. This bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

#### **3. Pricing**

- 3.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of an offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 3.2. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT** where applicable.
- 3.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 3.4. All bid prices will be final and binding.

#### **4. Forward Exchange Rate Cover**

- 4.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the entity against exchange rate variations.
- 4.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 4.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the IUCMA along with the invoice, the contract price adjustment will not be accepted, and the contract may be cancelled.

#### **5. Submission of Bids**

- 5.1. Sealed bids, with the "**Bid Number and Title**" clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.
- 5.2. The bid box is at **IUCMA Offices, Suite 801, MAXSA Building, 13 Streak Street, Mbombela.**
- 5.3. All literature must be securely attached to the bid. The entity shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 5.4. If a courier service company is being used for the delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed/deposited into the bid box. The IUCMA will not be held responsible for any bid document which is not timeously delivered, mislaid, or incorrectly

delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.

**Failure to adhere to this condition will render your submission non-responsive.**

## **6. Bid Responses**

6.1. Changes to the bidder's submission will not be allowed after the closing date of the tender. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid. Tenders will be opened immediately after the closing time for tenders at IUCMA.

## **7. Completion of Tender Documents**

7.1. The original tender document must be completed fully in handwriting and in a non-erasable **black ink pen**. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder.

7.2. Paragraph 2.1.1,2.2.1,2.3.1 of the SBD 4 and SBD 6.1 paragraph 7.1.1 is excluded from the condition of 7.1 if the chosen answer is no.

7.3. If a tender has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory" will be rejected. This condition will not apply to companies owned by one director / member / sole proprietorship.

7.4. The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above/below/next to it. Failure to do so will result in the disqualification of the tender.

7.5. Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

7.6. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

7.7. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

## **8. Opening, Recording and Publications of Bids Received**

8.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

8.2. Details of bids received in time will be recorded in a register that is open to public inspection.

8.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

## **9. Alternative Bids**

9.1. No alternative bid offers will be accepted, and bids must be completed on the bid document provided by the IUCMA.

## **10. Validity Period**

10.1. Bids shall remain valid for **one hundred and twenty (120) days** after the tender closure date.

10.2. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

10.3. If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.

## **11. Incorrect Information**

11.1. Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the entity may, in addition to any other legal remedy it has or may have, recover from the service provider all costs, losses or damages incurred or sustained by the entity as a result of the award of the contract.

## **12. Withdrawal of Bid during and After the SCM Process**

12.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which IUCMA holds the right to accept or reject with or without a claim for any damages.

12.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## **13. Legal requirements for invoices**

13.1. Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

### **13.1.1. Ordinary invoice (not VAT Registered)**

- a) The word "**INVOICE**" in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The official order number of IUCMA
- e) The entity's name and postal or physical address
- f) Accurate description of goods and/or services supplied/provided.
- g) Unit of measurement of goods or services supplied
- h) Price

### **13.1.2. VAT/Tax invoice (VAT registered)**

- a) Word "**TAX INVOICE**" in a prominent place
- b) Trade, legal name and registration number (if any) of supplier

- c) Address and VAT number of supplier
- d) The official invoice number and date of an invoice
- e) The official order number of IUCMA
- f) The entity's name and postal or physical address
- g) Accurate description of goods and/or services supplied/provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

#### **14. Payment Terms**

- 14.1. It is the policy of the IUCMA to pay all creditors by means of electronic bank transfers.
- 14.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the IUCMA. In exceptional circumstances, the IUCMA may, at its discretion, deviate from the above.

#### **15. Poor Performance**

- 15.1. Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the IUCMA, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

#### **16. Central Supplier Database**

- 16.1. No awards will be made to a tenderer who is not registered on the Central Supplier Database.

#### **17. Tax Compliance Status**

- 17.1. It is necessary to ensure that a supplier conducting business with the IUCMA is tax compliant at the date of submission and award of a bid, as well as for the full duration of their respective contracts. The bidder's tax compliance status of bidders shall be verified on the CSD for all price quotations and competitive bidding.
- 17.2. No bid may be awarded to a bidder whose tax matters have not been declared by the SARS to be in order. IUCMA 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.
- 17.3. Where the recommended bidder is not tax compliant, the bidder shall be notified in writing of their non-compliant status and granted seven (7) working days to rectify their tax compliance status with SARS. Thereafter the bidder is responsible to provide IUCMA with proof of its tax compliance status which shall be verified through CSD and/or Tax Compliance System.
- 17.4. Recommended bidder with a non-compliant tax status may be disqualified with failure to update the Tax Status within seven (7) working days.

#### **18. Confidentiality of Information**

- 18.1. IUCMA will not disclose any information disclosed to IUCMA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.

18.2. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without written approval from IUCMA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to IUCMA with the bid.

## **19. Disbursements, Travel and Subsistence**

19.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of IUCMA has been obtained in respect of such expenditure.

19.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by IUCMA. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the IUCMA travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa or South Africa Revenue Services.

19.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

19.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by IUCMA.

## **20. Joint Venture Agreement or Consortium**

20.1. Tenderers intending to tender in the form of a joint venture or consortium must submit the following documentation together with the bid: -

20.1.1. All parties of the Joint Venture or Consortium shall submit tax compliance status at the date of submission and award of a bid.

20.1.2. All parties of the Joint Venture or Consortium shall submit signed copies of the Bidder's Disclosure.

20.1.3. An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and

20.1.4. A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium shall appear on the relevant pages of the document.

## **21. Samples for Quality Control**

21.1. If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.

21.2. All samples approved will be retained by the IUCMA as standards for the duration of the contract.

## **22. Cession of Assignment**

22.1. The service provider may not assign this contract, not sub-let any part of this contract or any of its obligations hereunder without the prior written consent of the client. The service provider's obligations to the client hereunder shall remain unchanged and the service provider shall be solely responsible to the client for the performance of this obligation.

### **23. Ownership and Intellectual Property**

- 23.1. All work produced, including records, documents pertaining to this bid shall remain the property of the IUCMA. The contents of the material may not be altered without the prior permission of the IUCMA.
- 23.2. All the data and information generated under this project shall become the property of the IUCMA and shall not be given to third parties without written approval from the IUCMA.
- 23.3. The service provider may also not use IUCMA material for any advertisements and personal use without the prior permission of the IUCMA.

### **24. Notice to Bidders**

- 24.1. Should any additions or alterations to the document as issued to bidders be deemed necessary prior to the date for submission of tenders, these will be issued to bidders in the form of Notices to Bidders and will form part of the tender document.
- 24.2. The Notices to Bidders shall be completed where applicable by bidders, signed, dated and returned with the tender documents.

### **25. Fronting**

- 25.1. 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.
- 25.2. 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 enquiry/investigation, the onus will be on 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 IUCMA may have against the Bidder/contractor concerned.

### **26. Data Protection**

- 26.1. The bidder undertakes to always comply with the Protection of Personal Information Act, no 4 of 2013 in performing its obligations during the bidding process and/or in terms of the agreement should it be successful in its bid and be awarded the tender.

### **27. Service Level Agreement**

- 27.1. Successful service provider/s will enter into a service level agreement with IUCMA.

## **28. Tender Defaulters and Restricted Suppliers**

28.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The IUCMA 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.

## **29. Rights reserved by IUCMA regarding bids**

It shall be noted that IUCMA reserves its right to:

- 29.1. Award the bid in part or in whole.
- 29.2. Not to award the bid at all.
- 29.3. Withdraw/cancel the bid for any reason whatsoever.
- 29.4. Negotiate rates submitted by bidders.
- 29.5. Not to award the bid to the lowest bidder.
- 29.6. Appoint more than one service provider.
- 29.7. Contact references during the evaluation and adjudication process to obtain information.

Should bidder(s) be selected for further negotiations, they will be chosen based on cost-effectiveness and the principle of value for money not necessarily based on the lowest costs. The IUCMA therefore reserves the right not to appoint the lowest bidder

#### **4. 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 vendor, 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 Vendor 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 anything 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 vendor bearing all risks and charges involved until the goods 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 vendor 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 non-competitive 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 vendor or his subcontractors) 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 goods 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 value-adding 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 Institution purchasing the goods/works and/or service.
- 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 vendor 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. 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.
- 2.2. Where applicable, Special Conditions of Contract are also laid down to cover specific vendors, services or works.
- 2.3. Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1. 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.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### **4. Standards**

- 4.1. The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

- 5.1. The vendor 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 vendor 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.
- 5.2. The vendor 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.
- 5.3. 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.
- 5.4. The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5. The vendor 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.

### **6. Patent Rights**

- 6.1. The vendor 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. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss result from the vendor's failure to complete his obligations under the contract.
- 7.2. 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.

7.3. The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor'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 contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.

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 vendor.

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 analysed 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 vendor 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 vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

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. Packaging**

9.1. The vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.

- 10.2. Documents to be submitted by the vendor 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 vendor 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 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 vendor of any warranty obligations under this contract;
- e) training of the purchaser's personnel, at the vendor's plant and/or
- f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2. Prices charged by the vendor 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 vendor for similar services.

## **14. Spare parts**

- 14.1. Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:

- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

## **16. Payment**

- 16.1. The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.
- 16.2. The vendor 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 vendor.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1. Prices charged by the vendor for goods/works delivered and/or services performed under the contract shall not vary from the prices quoted by the vendor in this bid, with the exception of any price adjustments authorized in SCC or 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 vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontractors**

20.1. The vendor shall notify the purchaser in writing of all subcontractors awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the vendor from any liability or obligation under the contract.

## **21. Delays in the vendor's performance**

21.1. Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor 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 cancelling 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 vendor'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 vendor.

## **22. Penalties**

22.1. Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:

- a) if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
- c) if the vendor, in the judgement 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 and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a vendor or any person associated with the vendor, the vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the vendor fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the vendor.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- i. the name and address of the vendor and / or person restricted by the purchaser;
- ii. the date of commencement of the restriction
- iii. the period of restriction; and
- iv. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of vendors or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be

dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Antidumping and countervailing duties and rights**

24.1. When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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 vendor 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 as a result of an event of Force Majeure.

25.2. If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency**

26.1. The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, 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 vendor 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 vendor 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 vendor any monies due the vendor.

## **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 vendor 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 vendor to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the vendor 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 vendor 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 vendor 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 vendor 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 purchaser 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 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).
- 34.2. 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.
- 34.3. 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.



## **SECTION B – RETURNABLE DOCUMENTS**

**5. AUTHORITY TO SIGN A BID**

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

A Company / Close Corporation	B Sole Proprietor	C Partnership	D Joint Venture
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. COMPANIES AND CLOSE CORPORATIONS**

a. If a bidder is a **COMPANY**, a copy of the resolution by the board of directors (, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid.

b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTOR/S OF THE COMPANY / MEMBERS OF THE CC**

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member(s)			
Is a CERTIFIED COPY of the resolution attached?			Yes
			No

Signed on behalf of Company / CC		Date	
Print Name			
Witness 1		Witness 2	

**B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

I, ....., hereby confirm that I am the sole owner of the business trading as

.....

Signature .....

Date.....

**C. PARTNERSHIP**

We, the undersigned partners in the business trading as

.....

hereby authorize Mr/Ms .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

Signed on behalf of Partnership		Date	
Print Name			
Witness 1		Witness 2	

**D. JOINT VENTURES**

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ..... authorized signatory of the Company/Close Corporation/Partnership (name), acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel no	
Signature		Designation	

2. Name of firm			
Address			
		Tel no	
Signature		Designation	

3. Name of firm			
Address			
		Tel no	
Signature		Designation	

4. Name of firm			
Address			
		Tel no	
Signature		Designation	

**NOTE: A copy of the Joint Venture Agreement clearly showing the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule**

**6. ADDENDA / NOTICE(S) ISSUED TO BIDDERS**

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this tender offer and has been taken into consideration in this tender:

(NB: Addendum/Addenda shall only be made available to Bidders who attended the Clarification Meeting.)

Addendum / Notice Reference Number	Date of Issue	Subject Matter of Addendum / Notice

**NB:** Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule \_\_\_\_\_ (if none, enter NONE)

**SIGNATURE:** \_\_\_\_\_  
(On behalf of the Bidder)

**DATE:** \_\_\_\_\_

**7. 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 interest<sup>1</sup> 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**

2.2.1 If so, furnish particulars:

.....

.....

*<sup>1</sup> 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.*

2.3. 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 consortium<sup>2</sup> 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.

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

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

**8. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS AS AMENDED.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 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.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations as amended:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p>
--

**9. SBD 7.2 CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to **INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY** in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number **BID NO. IUCMA/004/TRAVEL/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations as amended;
    - Bidder`s Disclosure;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as Chief Executive Officer accept your bid under reference number **BID NO. IUCMA/004/TRAVEL/2022** dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	NAME OF THE COMPANY	PRICE (ALL APPLICABLE TAXES INCLUDED)	CONTRACT DURATION	B-BBEE STATUS LEVEL OF CONTRIBUTION
PROVISION OF TRAVEL MANAGEMENT SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX (36) MONTHS			36 MONTHS	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT... **MBOMBELA**.....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....



## **SECTION C – TERMS OF REFERENCE, PRICING SCHEDULE, AND OTHER RETURNABLE DOCUMENTS**

## **10. TERMS OF REFERENCE**

### **PROVISION OF TRAVEL MANAGEMENT SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

#### **1. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to Inkomati-Usuthu Catchment Management Agency (IUCMA).

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by IUCMA for the provision of travel management services.

#### **2. BACKGROUND**

The IUCMA is a 3A public entity responsible for the management of water resources within the Inkomati-Usuthu Water Management Area (WMA) in the province of the Mpumalanga. IUCMA has three offices, Head office is based in Mbombela, and satellite offices in Bushbuckridge and Piet Retief. The current staff complement is 117, in the near future the Agency is looking at about 125 staff members in total.

A contract that will be entered into between the IUCMA and the service provider will be for a period of 36 months, subject to the terms and conditions of the IUCMA.

#### **3. OVERVIEW**

IUCMA currently uses a travel management company (travel agent) to manage the travel requisitions and travel expense processes within the travel management lifecycle. The travel request is communicated by Supply chain management to the travel management company for travel quotations. Once quotations are received and approved, an official purchase order is emailed to the travel management company for booking.

The IUCMA's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide IUCMA with travel management services that are consistent, reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Provide IUCMA with a dedicated key account manager that is suitably qualified for the duration of the contract.
- c) Achieve significant cost savings for IUCMA without any degradation in the services;
- d) Contain IUCMA's and traveler risk.

#### 4. DEFINITIONS

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

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 16h30 to 8h00 am on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

**Air travel** means to travel by airline on authorized official business.

**Authorizing Official** means the employee who has been delegated to authorize travel in respect of travel requests and expenses, e.g. line manager of the traveler.

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

**Department** means the organ of state, Department or IUCMA that requires the provision of travel management services.

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

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

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

**Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

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

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

**Regional travel** means travel across the border of South Africa to any of the Countries in the African Continent.

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

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

**Third-party fees** are fees payable to third-party service providers that provide travel-related services on an ad hoc basis that are not directly provided by the TMC. These fees include visa fees and courier fees.

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

**traveler** refers to a IUCMA official, consultant or contractor travelling on official business on behalf of IUCMA.

**Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the traveler, e.g. the personal assistant of the traveler or Supply Chain Management.

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

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

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

**VAT** means Value Added Tax.

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

## **5. SCOPE OF WORK (Refer to Annexure 1)**

### **5.1 Overall Requirement:**

IUCMA requires Off-site Travel Management services using a traditional booking service. IUCMA' requirement for domestic and/or international travel in line with the policy covers the following amongst other issues:

- a) Air travel
  - Plan, arrange, amend bookings as requested, confirm bookings and execute payment by pre-agreed means of all air travel bookings.
  - Negotiate discounts and the most cost-effective air travel options with all available airlines which meet the minimum standard on behalf of IUCMA and report efforts made on this periodically.
  - Negotiate discounts (rands or credits) on accumulated expenditure for air travel with all available airlines on behalf of IUCMA and revert back to IUCMA for executive decisions as appropriate.

- b) Vehicle Rental
  - Arrange, amend bookings as requested and confirm bookings for all vehicle rentals and/or shuttles bookings to satisfy IUCMA' minimum requirements and execute payment.
  - Negotiate discounts/vouchers with all available vehicle rental and/or shuttle service providers on behalf of IUCMA and report efforts made on this periodically.
- c) Accommodation
  - Arrange, amend bookings as requested and confirm bookings for all accommodation needs to satisfy IUCMA' minimum requirements and execute payment.
  - Negotiate discounts/vouchers with all major hotel groups or lodges that meet the standard requirements on behalf of IUCMA and report efforts made on this periodically.
- d) Visa and Passport
  - The Travel Management Company should also, where relevant provide service relating to visas, passports, special and/or once-off arrangements, etc.

## 5.2 Travel Volumes

The current IUCMA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the **FY 2021/22** as follows:

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>
Air travel - Domestic	27
Air Travel - Regional & International	0
Car Rental - Domestic	7
Shuttle Services - Domestic	2
Accommodation - Domestic	429
Accommodation - Regional & International	0
Conferences/Events	23
After Hours	0
Stakeholders	28 Added
Parking	0
Insurance	Inclusive to package
Forex	Inclusive to package
<b>GRAND TOTAL</b>	<b>516</b>

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposals.

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

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

## **8. SUPPLIER DUE DILIGENCE**

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

## **9. SPECIAL CONDITIONS OF THIS BID**

IUCMA reserves a right:

- a) To source quotations for travel management services outside the contract with the successful service provider, in order to look at market-related costs of the services from time to time (in achieving cost efficiencies).
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- d) To award a tender based on which bidder is offering the best value for money, even if such tender is not the lowest priced tender.

## **10. FORMAL CONTRACT**

This competitive bid and all the appended documentation and the proposal in response thereto this bid together with forms the basis for a formal contract to be negotiated and finalised between IUCMA and the successful bidder/s in whole or in part.

## **11. PRESENTATION / DEMONSTRATION**

The IUCMA reserves the right to request presentations/demonstrations from the short-listed bidders as part of the bid evaluation process.

## **12. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of thirty-six (36) months subjected to performance management at the end of the term.

### **13. CONTACT AND COMMUNICATION**

- a) A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Silungile Mbatha via email: [mbathas@iucma.co.za](mailto:mbathas@iucma.co.za).
- b) The delegated official of IUCMA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- c) Any communication to an official or a person acting in an advisory capacity for IUCMA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d) All communication between the Bidder(s) and IUCMA must be done in writing.
- e) Whilst all due care has been taken in connection with the preparation of this bid, IUCMA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. IUCMA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- f) 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 IUCMA (other than minor clerical matters), the Bidder(s) must promptly notify IUCMA in writing of such discrepancy, ambiguity, error or inconsistency in order to give IUCMA an opportunity to consider what corrective action is necessary (if any).
- g) Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by IUCMA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- h) All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

### **14. LATE BIDS**

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

### **15. 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 will result in the invalidation of such bids.

## **ANNEXURE 1**

### **Services requirements:**

IUCMA has the following requirements that must be met by the appointed Travel Management Company:

- a) All air travel tickets, accommodation vouchers, vehicle and shuttle booking confirmations will be timeously e-mailed to IUCMA via the relevant staff. Only in exceptional cases and where prior agreement is in place with IUCMA, may travel arrangements be requested/collected or received by any other person not directly employed by IUCMA.
- b) The Travel Management Company must allocate a sufficient number of employees to manage this account which includes consultants, administrative and payment personnel as well as overall management.

IUCMA requires 24 hours service where emergencies occur and where the direct involvement of the Travel Management Company is necessary to resolve any issues concerning air travel, vehicle rental/shuttle service and accommodation arrangements. A mobile number (or numbers) should be provided for this purpose.

- c) Take overall responsibility to confirm all bookings, air travel, shuttle services, vehicle rentals, accommodation bookings, visa/passport applications, etc. and ensure that payment has been made and that confirmation thereof is communicated to IUCMA timeously prior to the date of any such booking.
- d) Communicate emergency/short notice changes with regards to flights, accommodation, land transportation, etc. effectively and as soon as available to avoid IUCMA travellers being stranded without being informed of the relevant changes in advance.
- e) Provide a dedicated contact person(s) for IUCMA arrangements.
- f) Ensure correct referencing of transactions.

### **1. Report: The following is required with respect to report for submission to IUCMA:**

- a) Financial reports detailing all expenses incurred per month for all transactions processed. The report shall be provided to IUCMA monthly on the first day of each month for expenses incurred the previous month.
  - The report shall as a minimum include a detailed summary of all transactions processed, the number and details of change requests, all savings and credits accumulated per month.
  - Advance notice on imminent tariff/discount adjustments which are in place must be declared and communicated to IUCMA in writing and this should form part of the monthly report. The Travel Management Company will be responsible for ensuring continuous negotiations for lower tariffs or higher discounts and report on efforts made in this regard on a quarterly basis

- Benefits, discounts, refunds, etc. received from the service providers should be declared as part of the monthly report.

## **2. General Requirements**

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a) The travel services will be provided to all travelers travelling on behalf of IUCMA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that IUCMA is responsible for the arrangement and cost of travel.
- b) Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 7 of this annexure.
- c) Familiarization with current IUCMA travel business processes.
- d) Familiarization with current travel suppliers and negotiated agreements that are in place between IUCMA and third parties. Assist with further negotiations for better deals with travel service providers.
- e) Familiarization with current IUCMA Travel Policy and implementations of controls to ensure compliance.
- f) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g) Provide a facility for IUCMA to update their travelers' profiles.
- h) Manage third-party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices from travel suppliers.
- j) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

## **3. Reservations**

The Travel Management Company will:

- a) Receive travel requests from travelers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b) Always endeavor to make the most cost-effective travel arrangements based on the request from the traveler and/or travel booker.
- c) Apprise themselves of all travel requirements for destinations to which travelers will be travelling and advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.

- d) Obtain a minimum of three (3) price quotations for all travel requests where the routing or destination permits.
- e) Book the negotiated discounted fares and rates where possible.
- f) Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g) Book parking facilities at the airports where required for the duration of the travel.
- h) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j) Must issue all necessary travel documents, itineraries and vouchers timeously to traveler(s) prior to departure dates and times.
- k) Advise on all visa requirements and facilitate the process well in advance.
- l) Advise the Traveler of all inoculation(immunization/vaccination) requirements well in advance.
- m) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- n) Facilitate the bookings that are generated through their own or third-party Online Booking Tool (OBT) where it can be implemented.
- o) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p) Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by IUCMA are **non-commissionable**, where commissions are earned for IUCMA bookings all these commissions should be returned to IUCMA on a quarterly basis.
- q) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by IUCMA.
- r) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per IUCMA' instructions.

#### 4. Air Travel

- a) The TMC must be able to book full service carriers as well as low cost carriers.
- b) The TMC will book the most cost-effective airfares possible for domestic travel.

- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The TMC should obtain three or more price quotations where applicable to present the most cost effective and practical routing to the Traveler.
- e) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveler (if applicable).
- f) Airline tickets must be delivered electronically (SMS and/or email format) to the traveler(s) and travel bookers promptly after booking before the departure times.
- g) The TMC will also assist with the booking of charters for VIPs utilizing the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i) The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j) Ensure that travelers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k) Assist with lounge access if and when required.

## **5. Accommodation**

- a) The TMC will obtain price quotations within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b) The TMC will obtain three price quotations from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c) This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with IUCMA' travel policy.
- d) IUCMA travellers may only stay at accommodation establishments with which IUCMA has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or IUCMA.
- e) Accommodation vouchers must be issued to all IUCMA travellers for accommodation bookings and must be invoiced to IUCMA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

- f) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

## **6. Car Rental and Shuttle Services**

- a) The TMC will book the approved category vehicle in accordance with the IUCMA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b) The travel consultant should advise the Traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- c) The TMC must ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the traveler that may include rail, buses and transfers.
- e) The TMC will book transfers in line with the IUCMA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f) The TMC should manage shuttle companies on behalf of IUCMA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g) The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

## **7. After Hours and Emergency Services**

- a) The TMC must provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations and changes to travel plans.
- b) A dedicated consultant/s must be available to assist VIP/Executive Travelers with after hours or emergency assistance.
- c) After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d) A call centre facility or after-hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e) The Travel 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. This SOP must be submitted to the IUCMA upon request.

## **8. Communication**

- a) The TMC may be requested to conduct workshops and training sessions for Travel Bookers of IUCMA.
- b) All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- c) The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

## **9. Financial Management**

- a) The TMC must implement the rates negotiated by IUCMA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to IUCMA for payment within the agreed time period.
- c) Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- d) The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices IUCMA for the services rendered.
- e) Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- f) Consolidate Travel Supplier bill-back invoices.
- g) In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- h) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to IUCMA' Supply Chain Management Division on the agreed time period (e.g. weekly). This includes attaching the Travel Authorization or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- i) Ensure Travel Supplier accounts are settled timeously.

## **10. Technology, Management Information and Reporting**

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

- b) The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimize the services and related fees.
- c) All management information and data input must be accurate.
- d) The TMC will be required to provide IUCMA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- e) Reports must be accurate and be provided as per IUCMA' specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation).
- f) IUCMA may request the TMC to provide additional management reports.
- g) Reports must be available in an electronic format ( or hardcopy formats if requested) for example Microsoft Excel.
- h) Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
  - i) Travel
    - 1. After hours' Report;
    - 2. Compliments and complaints;
    - 3. Long term accommodation and car rental;
    - 4. Extension of business travel to include leisure;
    - 5. Upgrade of class of travel (air, accommodation and ground transportation);
    - 6. Bookings outside Travel Policy.
  - j) Finance
    - 1. Reconciliation of commissions/rebates or any volume driven incentives;
    - 2. Creditor's ageing report;
    - 3. Creditor's summary payments;
    - 4. Daily invoices;
    - 5. Reconciled reports for Travel Lodge card statement;
    - 6. No show report;
    - 7. Cancellation report;
    - 8. Receipt delivery report;
    - 9. Monthly Bank Settlement Plan (BSP) Report;

10. Refund Log;

11. Open voucher report, and

12. Open Age Invoice Analysis.

- k) The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorized parties.

## **11. Account Management**

- a) An Account Management structure should be put in place to respond to the needs and requirements of the IUCMA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the IUCMA' account.
- c) The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.
- d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e) Ensure that the IUCMA' Travel Policy is enforced.
- f) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- g) Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- h) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

## **12. Value Added Services**

The TMC must provide the following value-added services:

- a) Destination information for regional and international destinations:
- i. Health warnings;
  - ii. Weather forecasts;
  - iii. Places of interest;
  - iv. Visa information;
  - v. Travel alerts;
  - vi. Location of hotels and restaurants;
  - vii. Information including the cost of public transport;
  - viii. Rules and procedures of the airports;

- ix. Business etiquette specific to the country;
  - x. Airline baggage policy; and
  - xi. Supplier updates
- b) Electronic voucher retrieval via web and smart phones;
  - c) SMS notifications for travel confirmations;
  - d) Travel audits;
  - e) Global Travel Risk Management;
  - f) VIP services for Executives that include, but is not limited to check-in support.

### **13. Cost Management**

- a) The National Treasury cost containment initiative and the IUCMA' Travel Policy is establishing a basis for a cost savings culture.
- b) It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- c) The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- d) The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with IUCMA' 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.

### **14. Quarterly and Annual Travel Reviews**

- a) Quarterly reviews are required to be presented by the Travel Management Company on all IUCMA travel activity in the previous three-month period. These reviews are comprehensive and presented to IUCMA' Supply Chain Management and Finance teams as part of the performance management reviews based on the service levels.
- b) Annual Reviews are also required to be presented to IUCMA' Senior Executives.
- c) These Travel Reviews will include without limitation the following information:
  - 1. After hours report;
  - 2. Total quarterly spend and savings;
  - 3. Bookings outside Travel Policy;
  - 4. Complaints

### **15. Office Management**

- a) The TMC to ensure high quality service to be delivered at all times to the IUCMA' travelers.

b) The TMC is required to provide IUCMA with highly skilled and qualified human resources of the following

roles but not limited to:

- i. Senior Consultants
- ii. Travel Manager (Operational)
- iii. Finance Manager / Branch Accountant
- iv. Admin Back Office (Creditors / Debtors/Finance Processors)
- v. Key Account Manager

## **16. EVALUATION AND SELECTION CRITERIA**

### **Evaluation criteria**

IUCMA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider the commitment made for Mandatory Administration Requirement / functionality / Price and B-BBEE. During the evaluation of received bids IUCMA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents / information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

The requirements of any given stage must be complied with prior to progression to the next stage. IUCMA reserves the right to disqualify bidders without requesting any outstanding documents / information.

The bid will be evaluated and adjudicated in phases as follows: -:

- Phase 1 – Compliance/Mandatory requirements
- Phase 2 – Functional requirements
- Phase 3 – Price and B-BBEE evaluation

### **Phase 1: Compliance/ Mandatory Requirements**

Without limiting the generality of the IUCMA's other critical requirements for this bid, bidder(s) must submit

the documents listed in table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses 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.

### **Documents that must be submitted for Compliance/ Mandatory Requirements**

<b>Document that must be submitted</b>	<b>Yes/No</b>	<b>Non-submission will result in disqualification?</b>
Permission in terms of POPI Act to utilise information contained in documents for procurement purposes	Yes	Complete and sign the supplied pro forma document.
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma

		document.
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document. The bidder has completed the Declaration of Interest and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
Preference Point Claim Form – SBD 6.1	No	Complete and sign the supplied pro forma document. Incomplete form will lead to a zero (0) score on BBBEE
Valid BEE certificate (accredited by SANAS) or Sworn affidavit (DTI or CIPC Template)	Yes	Non-submission will lead to a zero (0) score on BBBEE
Registration on Central Supplier Database (CSD)	Yes  No	Bidder must be registered as a service provider on the CSD.  Submit CSD full registration report (CSD full registration report must NOT be older than <b>10 days</b> from the closing date and a summary report will NOT be considered)
Valid International Air Transport Association (IATA) License / Certificate and/or valid Association of South Africa Travel Agency (ASATA) License / Certificate or any other professional travel body where available at the closing date.	Yes	- Bidders are required to submit their IATA and/or ASATA license/ certificate (certified copies) at the closing date.  - Where a bidding company is using a 3rd party IATA/ASATA license, proof of the agreement must be attached and a copy of the certificate to that effect at the closing date.
Pricing Schedule	Yes	Submit full details of the pricing proposal in Microsoft excel format as per Annexure A3 in a separate envelope.
Compulsory Briefing session	Yes	Bidders are required to attend a compulsory briefing session

***NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.***

***NB: No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury.***

## Phase 2: Functionality Requirements

The functional evaluation will be based on a threshold, where bidders **which fail to achieve a minimum on each functional stage will not be considered further in the evaluation.** The criteria of the evaluation are expressed in the table below.

Points allocated for functionality shall be evaluated in accordance with the criteria as listed below. Total points allocated shall be **100**.

Bidders who obtain less than the minimum threshold of **70 points** will be declared non-responsive and therefore will not be eligible for evaluation in terms of phase 3 (Price & BBBEE Preference).

Evaluation Criteria	Points
<p><b>1.Experience of Travel Management Company in travel management</b></p> <ul style="list-style-type: none"> <li>• 5 or more positive reference letters (30 points)</li> <li>• 3-4 positive reference letters (20 points)</li> <li>• 1-2 positive reference letters (10 points)</li> </ul> <p>To substantiate the above please provide the reference letters from at least three (3) contactable existing/recent clients (within the past 3 years). The letter must include company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.</p>	30
<p><b>2.Detailed Proposal</b></p> <p>A detailed proposal on how all the services required within the scope of work will be delivered – this should include below relevant reports as per Annexure 1. The proposal should include how the service provider will do the following tasks:</p> <ul style="list-style-type: none"> <li>• Management of reservations/ bookings</li> <li>• Manage airline reservations</li> <li>• After-hours and emergency services</li> <li>• Value-added services</li> <li>• Communication</li> <li>• Quarterly and annual travel reviews</li> <li>• Office management</li> <li>• Transitional plan</li> </ul> <p>A detailed proposal with all 8 tasks included (30 points)  A detailed proposal with all 6-7 tasks included (20 points)  A detailed proposal with all 1-5 tasks included (10 points)</p>	30
<p><b>3. Financial and Account Management</b></p> <p>Describe how pre-payments will be handled where it is required for smaller Bed &amp; Breakfast /Guest House facilities. 5 points</p> <p>Describe how you will manage the 30-day invoice payment terms. Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to IUCMA. 5 points</p> <p>Provide the proposed Account Management structure/organogram. Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service. 5 points</p> <p>Describe how queries, requests, changes, and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted. 5 points</p>	20
<p><b>4. Experience of the Account Manager in Travel Management</b></p> <ul style="list-style-type: none"> <li>• &gt;5 years (10 points)</li> <li>• 3-5 years (7 points)</li> <li>• 1-2 years (5 points)</li> </ul>	10

<p><b>5. Financial viability of the Bidder</b>                  The bidder needs to demonstrate financial viability independent of the IUCMA account to ensure that the bidder will be in a position to offer services to IUCMA in the first month without requiring advances, furthermore in the event of late payments due to disputes or otherwise, the bidder must be in a position to continue operating.</p> <ul style="list-style-type: none"> <li>• Stamped three months bank statements with a closing balance with a minimum of <b>R250,000</b>;</li> <li>• Stamped and signed bank letter of good standing evidencing an annual turnover of a minimum of <b>R500,000</b>;</li> <li>• Stamped and signed bank credit facility with a minimum of <b>R250,000</b>;</li> <li>• Non-submission of one of the above or submission showing thresholds lower than above will score zero (0) points</li> </ul>	10
<b>Threshold</b>	<b>70</b>
<b>Total</b>	<b>100</b>

**Phase 3: Price and BBBEE Evaluation in terms of 80/20 Preference Points System**

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or IUCMA splits the award or cancels the tender, etcetera.

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor

in accordance with the table below:

<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

## 11. PRICING SCHEDULE

### 11.1 PRICING MODEL

IUCMA requires bidders to propose a pricing model based on an offline transactional fee model using a traditional booking service.

Service Category	Estimated Number of Transactions per annum	Transactional FEE (R')	Total (R')
Air travel - Domestic	27		
Air Travel - Regional & International	0		
Car Rental - Domestic	7		
Shuttle Services - Domestic	2		
Accommodation - Domestic	429		
Accommodation - Regional & International	0		
Conferences/Events	23		
After Hours	0		
Stakeholders	28 Added		
Parking	0		
Insurance	Inclusive to package		
Forex	Inclusive to package		
<b>SUBTOTAL</b>	<b>516</b>		
<b>VAT @15%</b>			
<b>TOTAL</b>			

11.1.1 The transaction 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.

- Off-site traditional booking **Template 1 of Annexure 3 (Pricing Schedule)**. It is important for bidders to note the following when determining the pricing:
- National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- No override commissions earned through IUCMA reservations will be paid to the TMCs.
- An open book policy will apply and any commissions earned through IUCMA volumes will be reimbursed to IUCMA.
- TMCs are to book these negotiated rates or the best fare available, whichever is the most cost-effective for the institution.
- No other charges shall be levied to the IUCMA besides what has been proposed in this document.

The agreed upon contract price (transaction fees) will be fixed for the first 12 months.

**12. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives, but should the Bidder desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, as set out in the table below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable.

(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

**13. SCHEDULE OF THE BIDDER'S EXPERIENCE**

The following is a Statement of Work of similar nature recently successfully executed by myself/ourselves:

Employer: Name and Address	Project Manager: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

Attach additional pages if more space is required.

**Note: When completing the above schedule, Tenderers must take cognisance of the evaluation criteria**

SIGNATURE: .....  
 (of person authorised to sign on behalf of the Bidder)

DATE: .....

**14. REFERENCE/TESTIMONIAL LETTERS FROM CLIENTS**

*Attach here*

**15. KEY PERSONNEL**

The Bidder shall list below the personnel which he intends to utilize on the Project.

Name	Position	Tasks	Qualifications	Registration and No.

Attach additional pages if more space is required.

**Note: Tenderers must take cognisance of the evaluation criteria**

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

**16. SCHEDULE OF PROPOSED SUB-CONSULTANTS (WHERE APPLICABLE)**

We notify you that it is our intention to employ the following Sub-consultants for Work in this Contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed sub-consultant</b>	<b>Nature and Extent of Work</b>	<b>Previous experience with Sub-consultant.</b>
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Bidder

**17. COMPANY PROFILE, INCLUDING TRACK RECORD**

***[Abbreviated company profile, giving history, status, activities, staff and track record of the bidding entity, to be inserted here. In the case of a Joint Venture, a separate profile for each partner must be submitted]***

**Attach here**



**19. DECLARATION BY BIDDER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	