



REQUEST FOR PROPOSAL: APPOINTMENT OF THE TRAVEL MANAGEMENT COMPANY TO PROVIDE SELF SERVICE ONLINE TRAVEL MANAGEMENT SERVICES (TMC) FOR THE BORDER MANAGEMENT AUTHORITY (BMA) A PERIOD OF THREE (3) YEARS SUBJECT TO TWO (2) YEARS EXTENSION BASED ON PERFORMANCE.

The physical address for collection of Tender documents is:

Download from e-tender

Bidders to submit both electronically copy (USB) and hard copy. Bidders must ensure that both copies are the same. BMA will be utilized any of the submitted copies during evaluation hence bidder must ensure that both copies are the same. Service providers are requested to ONLY submit document requested, please don't add documents that are not requested.

Queries relating to the issues of these documents may be addressed to scm.enquiries@bma.gov.za

The closing date **16 October 2024** and closing time for receipt of Tenders is **11h00**. Telegraphic, telephonic, telex, facsimile, and late Tender Proposals will not be accepted.

BORDER MANAGEMENT AUTHORITY BID FORMS

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**SBD1
SECTION A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BORDER MANAGEMENT ENTITY					
BID NUMBER:	H004L2509RFP00071	CLOSING DATE:	16 OCTOBER 2024	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR PROPOSAL: APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE SELF SERVICE ONLINE TRAVEL MANAGEMENT SERVICES (TMC) FOR THE BORDER MANAGEMENT AUTHORITY (BMA) A PERIOD OF THREE (3) YEARS SUBJECT TO TWO (2) YEARS EXTENSION BASED ON PERFORMANCE.				
BID DOCUMENTS ARE TO BE DEPOSITED IN THE TENDER BOX AT: TSHEDIMOSETSO HOUSE, 1035 SCHOEMAN ST, HATFIELD, PRETORIA, 0028					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Zamachonco Chonco	
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	scm.enquiries@bma.gov.za		E-MAIL ADDRESS	zamachonco.chonco@bma.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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 PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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		
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.					

SECTION B PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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:

SECTION C

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box or email address is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed with an ink pen.
14. Use of correcting fluid is prohibited, bidder may be disqualified.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. For any incomplete form may results in disqualification or non-allocation of points.

Rights to Award

- Border Management Authority reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bids in Whole or In Part.***
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

Price Negotiation.

BMA reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

BMA supports the spirit of 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 BMA does not support any form of fronting.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Entity may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
....., WHO REPRESENTS (state name of bidder)
.....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

AUTHORITY TO SIGN A BID

Bid/Quotation no: H004L2508RFP00060

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number: _____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that
 _____, in his/her capacity as
 _____, is authorised to make applications on
 behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for any
 documentation relating to the business (which is not necessarily a change of ownership). The
 nominated person will also have access to the webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members: (all members must sign this resolution)

Name	Signature	Date
1. _____	_____	_____.
2. _____	_____	_____.
3. _____	_____	_____.
4. _____	_____	_____.
5. _____	_____	_____.
6. _____	_____	_____.

Specimen signature of the appointed Signatory:
 (Please sign)



Failure to complete, sign, and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.

SECTION F

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of bidder..... Bid Number: **H004L2509RFP00071**

Closing Time: **11:00**

Closing date: **16 October 2024**

Lead Time:**Days / Weeks**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

PART A			TRANSACTION FEE ONLINE BOOKINGS	
ITEM NO.	DESCRIPTION (TRANSACTION TYPE)	ESTIMATED VOLUME	ONLINE SERVICE FEE (VAT INCL)	OFFLINE SERVICE FEE (VAT INCL)
1.	Air Travel – International	230		
2.	Air Travel – Regional	2		
3.	Air Travel – Domestic	8 864		
4.	Air Travel – International (Re-issue)	12		
5.	Air Travel – Regional (Re- issue)	10		
6.	Air Travel – Domestic (Re- issue)	436		
7.	Refunds - Air Travel – International	0		
8.	Refunds - Air Travel – Regional	0		
9.	Refunds - Air Travel – Domestic	163		
10.	Car Rental - Air Travel - International	0		
11.	Car Rental - Air Travel – Regional	0		
12.	Car Rental - Air Travel – Domestic	3 429		

13.	Transfers / Shuttle – International	0		
14.	Transfers / Shuttle – Regional	0		
15.	Transfers / Shuttles – Domestic	2 642		
16.	Accommodation – International	41		
17.	Accommodation – Regional	0		
18.	Accommodation – Domestic	8 084		
19.	Bus/Coach Bookings	333		
20.	Train Bookings – International	0		
21.	Visa Assistance (Provision of documents and advice)	13		
22.	Courier services for travel documentation	0		
23.	SMS notifications	48 423		
24.	Parking bookings	0		
25.	Cancellations	0		
26.	Changes to bookings	8 100		
27.	After Hours services	4 306		
28.	Additional Ad-hoc Reports (per report)	0		
29.	Customised Reports (per report)	0		
30.	Travel Lodge card reconciliation	24		
31.	Debtors account reconciliation	4		
32.	Conferencing	1 375		
33.	Insurance	137		
34.	Other (Specify)	0		
	TOTAL INCLUSIVE OF VAT (for evaluation purpose only)			
	Events Co-ordination (as a % of the total turnover of the event)			
	Conference Transaction fee (as a % of the total turnover of the event)			

	<i>I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.</i>		
	Signature of the duly authorised representative		Date:

The total cost amount must cover all costs associated with the service

- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery *Delivery:
- Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SECTION G
ANNEXURE B

***Every question must be answered individually on this form, whether a relationship is present or not:
Failure to do so will invalidate your tender/bid***

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES	
NO	

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

Full Name	Identity Number	Name of institution	State

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

2.2 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:

.....
.....

2.3.1 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?
(please declare all companies under the directors names on CSD, declare using MAAA numbers as listed on CSD)

YES	
NO	

2.3.2 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

² 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.

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

***Every question must be answered individually on this form, whether a relationship is present or not:
Failure to do so will invalidate your tender/bid***

SECTION H
SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 or 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	100	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with SA ownership of 100%	5	10		
Enterprise with more than 51% but less than 100% SA ownership	3	6		
Enterprise with 1% -50% of SA ownership	2	3		
Enterprise with 0% SA ownership	0	0		
Enterprise with ownership of 100% person/s who are black	5	10		
Enterprise with ownership more than 51% but less than 100% person/s who are black	3	6		
Enterprise with ownership of 1% -51% person/s who are black	2	3		
Enterprise with ownership of 0% person/s who are black	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

- ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Boarder Management Authority in accordance with the requirements and specifications stipulated in bid number H004L2509RFP00071 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 time of bid.

- 1. 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);
 - Authority to sign;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 2. 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 goods and/or works 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.
- 3. 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 fulfillment of this contract.
- 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE

WITNESSES

1.....

2.....

NAME OF FIRM

DATE

SBD 7.1**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I MIKE MASIAPATO in my capacity as COMMISSIONER accept your bid under reference number H004L2509RFP00071 dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

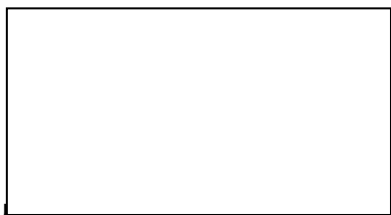
WITNESSES

1.

....

2.

OFFICIAL STAMP



SECTION I
TERMS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Border Management Authority on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Entity during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Entity may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Entity. I/we will then pay to the Entity any additional expenses incurred by the Entity having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Entity shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Entity may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....

.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
5. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Entity, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Entity, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

ANNEXURE C: GENERAL CONDITIONS OF CONTRACT**1. Definitions**

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial 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 supplier 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 supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related 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 organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision

thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 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 supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Entity or an organization acting on behalf of the Entity.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national entity, Provincial entity, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies

under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier 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 supplier or any person associated with the supplier, the supplier 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 supplier 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 supplier.
- 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 supplier 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 suppliers 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. Anti-dumping 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 supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties

- and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Entity must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Entity 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.

ANNEXURE D**SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 Three (3) Years

2. EVALUATION CRITERIA

There are four (4) main stages in the selection process, namely, ensuring that bid comply with administrative requirements, mandatory requirements, functionality and preference points / specific goals.

Step 1 - Administrative Compliance

For administrative compliance, bidders must refer to annexure E of the standard specifications.

Step 2 - Mandatory requirements

For mandatory requirements, bidders must refer to annexure E of the standard specifications.

Step 3 – Technical / Functionality

For technical requirements, bidders must refer to annexure E of the standard specifications.

Step 4 - Preferential Point Evaluation

Bidders are advised that 10 preference points system shall be applied in the evaluation of bids.

3 ENQUIRIES

All enquiries regarding technical matters, should be directed to: scm.enquires@bma.gov.za

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE: NOT APPLICABLE

Service:

And is therefore familiar with the circumstances and the scope of the service to be rendered.

Date:

entity stamp

entity stamp	

ANNEXURE E

STANDARD SPECIFICATIONS / TERMS OF REFERENCE

1. OBJECTIVES

1.1 The objectives (aim) of this Request for Proposal is:

For the Border Management Authority to solicit proposals from potential bidder(s) for the provision of travel management services (TMS) for a period of three (3) years subject to two (2) years extension based on performance. The successful bidder will be required to provide service to all the BMA offices located in South Africa.

2. BACKGROUND

2.1 In July 2020, the President assented to the Border Management Authority (BMA) Act, 2020 into law. Subsequent to the passing of the legislation, border law enforcement functions were transferred to the Minister of Home Affairs through a Presidential Proclamation. To this end, the BMA was formally established as an independent National Public Entity in terms of Schedule 3A of the Public Finance Management Act (PFMA), 1999 on 1 April 2023.

2.2 In terms of the BMA Act, 2020, the BMA is mandated to carry out the following functions:

- a) Facilitate and manage the legitimate movement of persons within the border law enforcement area and at ports of entry;
- b) Facilitate and manage the legitimate movement of goods within the border law enforcement area and at ports of entry; and
- c) Co-operate and co-ordinate its border law enforcement function with other organs of state, border communities, or any other persons.

2.3 The BMA is a Schedule 3A Public Entity in terms of the Public Finance Management Act No 1 of 1999 and came into effect on the 1st of April 2023, serving as the third law enforcement authority in South Africa. Through the process, the BMA managed the transfer of five key operational functions of immigration, health, agriculture, environmental, and access control at the 71 ports of entry across the Country. These functions emanated from 4 Government Departments, namely, the Department of Home Affairs (DHA), the Department of Agriculture, Land Reform and Rural Development (DALRRD), the Department of Health (DOH), and the Department of Forestry, Fisheries and the Environment (DFFE).

2.4 The purpose of this project is to invite service providers to provide travel management services for the Border Management Authority for a period of three (3) years subject to two (2) years extension based on performance.

3. DEFINITIONS

- 3.1 **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 3.2 **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- 3.3 **Agreement** means the written agreement entered into between the CSIR and service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.4 **Air travel** means travel by airline on authorised official business.
- 3.5 **Approver** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., line manager of the traveller.
- 3.6 **Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., line manager of the traveller.
- 3.7 **Bidder** means an individual or entity that provides services to another party and is interchangeably used with TMC and/or respondent and/or tenderer.
- 3.8 **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 3.9 **Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.
- 3.10 **Domestic travel** means travel within the borders of the Republic of South Africa.
- 3.11 **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

- 3.12 **g-Commerce** refers to the Government's buy-site for transversal contracts.
- 3.13 **International travel** refers to travel outside the borders of the Republic of South Africa.
- 3.14 **Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.
- 3.15 **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.).
- 3.16 **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 3.17 **National Travel Framework (NTF)** seeks to promote consistent decision making by public sector institutions when facilitating travel, accommodation and related expenditure by travellers.
- 3.18 **Net and non-commissionable rates** mean a rate that does not include any third-party reward, i.e., a rate that is not marked up or include any commissions.
- 3.19 **Official business** means travel, and related costs associated with performing the BMA's functions in terms of their mandate and strategic, operational and performance plans.
- 3.20 **Purchase Order** is the official document utilised by CSIR to obtain & confirm authorisation of an official trip. This form confirms the particulars of the trip, including start & end dates, accommodation dates, method of travel, etc.
- 3.21 **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.
- 3.22 **Regional travel** means travel across the border of South Africa to any of the SADC countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- 3.23 **SBT - Self Booking Tool** means a web based, secure portal which allows the travel booker to perform self-service transactions.

- 3.24 **Service Level Agreement (SLA)** SLA) is the agreement reached between the TMC and BMA which quantifies the minimum quality of service to meet BMA's needs. Such service quality expectations are defined in measurable terms and accompanied by Key Performance Indicators and Reporting requirements to ensure that performance can be continuously assessed. is a contract between the TMC and Government that defines the level of service expected from the TMC.
- 3.25 **Transfers/Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
- 3.26 **Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- 3.27 **Transaction Fee/ Service fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
- 3.28 **Traveller** refers to a government official, consultant or contractor travelling on official business on behalf of Government.
- 3.29 **Travel Authorisation** is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- 3.30 **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g., the personal assistant of the traveller.
- 3.31 **Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).
- 3.32 **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 3.33 **Value Added Services** are services that enhance or complement the general travel management services e.g., Rules and procedures of the airports.
- 3.34 **VAT** means Value Added Tax.
- 3.35 **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. SCOPE AND EXTENT OF THE WORK

4.1 BACKGROUND

The Border Management Authority (BMA) currently uses an external travel management company to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently an outsourced automated process. After approval by management, the travel requisition is submitted by the BMAs travel coordinator via email to the external company for bookings and confirmation. The BMA's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide the Border Management Authority with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for the Border Management Authority without any degradation in the services; and
- c) Appropriately contain the Border Management Authority's risk and traveller risk.

Detailed requirements:

BMA's requirements for domestic and/or international travel covers the following, but not limited to:

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 BMA and report efforts made on this periodically; and
- Negotiate discounts (rands or credits) on accumulated expenditure for air travel with all available airlines on behalf of BMA and revert back to BMA 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 BMA's minimum requirements and execute payment.
- Negotiate discounts/vouchers with all available vehicle rental and/or shuttle service providers on behalf of BMA and report efforts made on this periodically.

c) Accommodation

- Arrange, amend bookings as requested and confirm bookings for all accommodation needs to satisfy BMA's minimum requirements and execute payment; and

- Negotiate discounts/vouchers with all major hotel groups or lodges that meet the standard requirements on behalf of BMA and report efforts made on this periodically.

d) Travel Insurance, Visa and Passport

- The Travel Management Company should also, where relevant provide service relating to travel insurance, visas, passports, special and/or once off arrangements, etc.

e) Car rental and shuttle services

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

f) After Hours and Emergency Services

- The TMC must provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations and changes to travel plans;
- A dedicated consultant/s must be available to assist VIP/Executive Travelers with after hour or emergency assistance;
- After hours ' services must be provided from Monday to Friday outside the official hours (17h00 to 08h00) and twenty-four (24) hours on weekends and Public Holidays;
- 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; and
- 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.

g) Technology, Management Information and Reporting

- The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools;
- The implementation of an Online Booking Tool to facilitate bookings should be considered to optimise the services and related fees;
- All management information and data input must be accurate;
- The TMC will be required to provide BMA with standard monthly reports and or any ad-hoc reports that may be required;
- Reports must be accurate and be provided as per BMA' specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation);
- BMA may request the TMC to provide additional management reports, including National Treasury required reports, as per template or format required at no additional cost; and
- Reports must be available in an electronic format for example Microsoft Excel.

4.2 Travel Volumes

The current BMA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2023/2024 as follows:

No.	Transaction Type	Estimated total Volume
1	Air Travel – International	230
2	Air Travel – Regional	2
3	Air Travel – Domestic	8864
4	Air travel - International (Re-issue)	12
5	Air Travel - Regional (Re-issue)	0
6	Air Travel - Domestic (Re-issue)	436
7	Refunds – Air International	0
8	Refunds – Air Regional	0
9	Refunds – Air Domestic	163

10	Car Rental – International	0
11	Car Rental – Regional	0
12	Car Rental – Domestic	3429
13	Transfers / Shuttle – International	0
14	Transfers / Shuttle – Regional	0
15	Transfers / Shuttles – Domestic	2642
16	Accommodation – International	41
17	Accommodation – Regional	0
18	Accommodation – Domestic	8084
19	Bus/Coach Bookings	333
20	Train Bookings – International	0
21	Visa Assistance (Provision of documents and advice)	13
22	Courier services for travel documentation	0
23	SMS notifications	48423
24	Parking bookings	0
25	Cancellations	0
26	Changes to bookings	8100
27	After Hours services	4306
28	Additional Ad-hoc Reports (per report)	0
29	Customised Reports (per report)	0
30	Travel Lodge card reconciliation	24
31	Debtors account reconciliation	4
32	Conferencing	1375
33	Insurance	137
34	Other (Specify)	0
	Grand total	86 618

Note: These figures are projections based on the 2023/2024 FY 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 proposal.

5. OPERATIONAL AND FUNCTIONAL REQUIREMENTS OF THE SYSTEM

5.1 GENERIC SYSTEM AND OTHER REQUIREMENTS

5.1.1 Functional and Operational

5.1.2 The system must be web-based

- 5.1.3 The system must be supported by iOS and Android platforms
- 5.1.4 The system must interface in real time with popular third-party booking system
- 5.1.5 The system must comply with adopted security standards and policies including Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.
- 5.1.6 The system must be customised to interface with the Generally Recognised Accounting Practices Standards (GRAP)
- 5.1.7 The system must at all times comply with all existing public financial prescripts
- 5.1.8 The system must be user friendly and promote usability through the previous of user guides and online assist
- 5.1.9 At a minimum, the system must allow for the electronic booking of domestic – flights international – flights, road transport and accommodation
- 5.1.10 Predefined users must set up to book and authorise travel transactions. The system must enforce clear segregation of duties. The system must also show the level of authorised users e.g. User and Super User
- 5.1.11 The system must deliver travel documentation electronically to both th travel Booker and traveller by way of e-mail and sms
- 5.1.12 The system must make provision for the payment of flights, road transport and accommodation, at a minimum, through Electronic Funds Transfer, Debit and Credit card (virtual card) and direct payment
- 5.1.13 The system must provide for request and pre-authorisation by allowing BMA to complete travel requests, coupled with real-time quotes, in a secure environment, with authorisation that allows authorisers to approve travel in a customizable fashion, according to approval mandates
- 5.1.14 The system must be customised to process group and conference bookings
- 5.1.15 The Online Booking System must implement the BMA's current approved policies (including airlines, road transport and accommodation) and enable the BMA officials to perform self service functions.

5.2 BOOKING PROCESS

- 5.2.1 **The TMS will be required to:**
- 5.2.2 Provide the necessary online travel booking services and support;
- 5.2.3 Negotiate favourable rate for the BMA with air, road transport and accommodation service provider (s) and implement them;
- 5.2.4 Ensure an employee is always accessible in the event of an emergency and/or weekends and/or public holidays;
- 5.2.5 Obtain any reimbursement which may be due, on account of cancelled or reissued reservations and / or tickets, unless otherwise stated;
- 5.2.6 Notify BMA of air tickets for revalidation and/or re-issue;

- 5.2.7 Ensure booking confirmation and payments are as required by vendors;
- 5.2.8 Ensure prompt investigation of any complaints;
- 5.2.9 The online system will be required to provide real time quotations for domestic and international travel arrangements from all airlines, vehicle hire companies and a range of properties for accommodation and conference. An e-ticket or confirmation and detailed itineraries, showing the accurate status of the airline, road transport and accommodation reservations on all segments of the journey must be provided;
- 5.2.10 Create a temporary reservation with the supplier/s showing the time frame of the temporary reservation and the expiry date of the temporary reservation and a requisition subject to approval based on:
 - a) Travel policy compliance;
 - b) Declined/missed savings, based on selection made;
 - c) Detailed costings against the cost centre; and
 - d) There must be an auto cancellation of temporary reservations.

5.3 NAVIGATION

- 5.3.1 Search for availability and lowest fares (air, road travel and accommodation) across multiple suppliers (offering both preferred and public rates);
- 5.3.2 At time-of-flight selection, provide the travel booker with details of the flight fare rules e.g. cancellations, changes and minimum stay;
- 5.3.3 Select the desired real time quotes for flight, road transport, accommodation, parking reservation that satisfy the request;
- 5.3.4 Submit the request with selected quotes for approval;
- 5.3.5 Comparing of quotation between suppliers to obtain the cheapest flight cost;
- 5.3.6 Offers as per the above must be displayed on a single screen, with sortable columns and filters or arranged in price order from the cheapest to the most expensive to allow travel bookers to choose the best option. The various travel rates must be compared before confirming a booking as the principles of competitiveness and cost effectiveness must always be maintained;
- 5.3.7 Selected trips based on availability, travel policy, times and price;
- 5.3.8 The TMC shall indicate any special features, programmes, or services that would be beneficial to the BMA and its travellers;
- 5.3.9 BMA should be able to suggest cheaper booking options that are available at the time of booking for example., if the service provider(s) quotes a price, but a cheaper price is appearing on the search engine of the Internet (e.g., Google) then the service provider(s) must be willing to upload the cheaper price onto their booking system;

5.4 WORKFLOW APPROVAL

- 5.4.1 Workflow approval platform to be set up in accordance with the requirement of the BMA;
- 5.4.2 Approval workflow rules to approve requisitions;
- 5.4.3 All essential information provided to the authoriser, via email and SMS;
- 5.4.4 Approval flows and mandates to be agreed and loaded into the system. Perform all travel arrangements in terms of the rules provided by BMA and ensure that all bookings are only processed against travel orders as authorised by the BMA;
- 5.4.5 All prescribed approvals as required of the system must be received prior to the issue of any confirmation, ticket or voucher, before departure;
- 5.4.6 Approval to be authorised via SMS, email and online system;
- 5.4.7 Once all approvals have taken place, unique order number/trip reference number must be generated;
- 5.4.8 Total costs of the specific trip must be catered to accommodate all categories of the trip;
- 5.4.9 Electronic vouchers must be supplied via email and the link must be sent via SMS; and
- 5.4.10 For every request approved on the system, appropriate itineraries (booking confirmation) must be generated. Printed itineraries showing complete information on status of reservations on all carriers, road transport and accommodation must be provided. The traveller must be made aware of fare restrictions, post ticketing

5.5 TRANSFER/ TICKET CHANGES

5.5.1 Pre – ticket changes

- Ability to make multiple changes to travel requirements prior to the approval of the order and a full audit trail must be maintained of all changes made with relevant notifications to the traveller, informing him/her of the change.

5.5.2 Post ticketing changes

- TMCs must detail ticket change limitations where online post ticketing changes are made. TMCs must provide detailed cost implications on different classes of bookings and costs for changes tickets / bookings after issue;
- If open tickets are unused 3 months prior to expiry, refunds must be applied for by the successful TMC. BMA must be provided with assistance to ensure limited loss as a result of post ticketing changes; and
- The system must support online cancellations.

5.5.3 Unused Tickets and Refunds

- The TMC shall notify the BMA monthly of unused air tickets and refunds for returned airline tickets for official travel.

5.6 ACCOMODATION

- 5.6.1 Direct integration into B&B's or an appropriate B&B inventory system
- Access to content (pictures and descriptions of amenities);
 - Pre-negotiated prices must be displayed to the user; and
 - Real time rates must be displayed to the user.
- 5.6.2 Direct integration system into capable accommodation groups;
- 5.6.3 The TMC shall ensure that sufficient accommodation is available on the system to accommodate officials travelling from the BMA;
- 5.6.4 The voucher/confirmation must clearly state the all-inclusive rate. (Accommodation, meals, parking etc.);
- 5.6.5 Any additional request/s must be approved as per the system/service level agreement;
- 5.6.6 The TMC must obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction/circular of the National Treasury and Border Management Authority respectively;
- 5.6.7 The TMC must obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller;
- 5.6.8 This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or bed and breakfast) in accordance with applicable prescript;
- 5.6.9 Officials may only stay at accommodation establishments with the TMC on behalf of Border Management Authority on 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;
- 5.6.10 The TMC should during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment applicable prescript;
- 5.6.11 Cancellation of accommodation bookings should be done promptly to guard against no show and late cancellation fees. Cancellation policies can be set, for example:
- A fully flexible policy, whereby officials only pay when they stay at the property, and can cancel free of charge during a time frame say 7 – 14 days prior to check in; and
 - With a customized policy, the service provider(s) can choose how long before check-in officials can cancel for free, and how much they will be charged if they do cancel after that point.
- 5.6.12 On a regular basis service provider(s) within the travel management's database especially B&Bs should be vetted and regular site inspections done to check for compliance. This is important especially during long stays; and
- 5.6.13 If the service provider(s) is fully booked, overflows are not permitted unless it is of the same grading as the initial service provider(s) booked and the TMC together with the BMA made aware of the overflow. If an overflow

service provider(s) is chosen, then the rate charged for the officials staying at the overflow should be according to the grading of that service provider(s). A separate invoice is to be provided by the overflow service provider(s) for the officials staying at the property.

5.7 ROAD TRANSPORT/ CAR RENTAL AND SHUTTLE SERVICES

- 5.7.1 Direct integration into car hire companies (as specified by applicable prescript);
- 5.7.2 The TMC must ensure that the policy with regards to car hire in line with applicable prescripts is loaded onto the system;
- 5.7.3 The TMC will book the approved category vehicle in accordance with applicable prescript with the appointed car rental service provider(s) from the closest rental location (airport, hotel and venue);
- 5.7.4 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements;
- 5.7.5 The TMC should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, insurance, etc. The TMC should manage car hire damages and accidents to see if they are valid. A car hire damage agreement should be in place between the TMC and the service provider(s);
- 5.7.6 For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers including chauffeur services;
- 5.7.7 The TMC will book transfers in line with applicable prescript with the appointed and/or alternative service provider(s). Transfers can also include bus and coach services;
- 5.7.8 The TMC should manage shuttle companies on behalf of Border Management Authority and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies; and
- 5.7.9 The TMC should during their report period provide proof that negotiated rates were booked, where applicable.

5.8 AIR

- 5.8.1 Direct integration into low-cost airlines (as specified by applicable prescripts);
- 5.8.2 The system must be able to book full-service carriers as well as low-cost carriers;
- 5.8.3 Airline tickets should be delivered electronically (SMS and/ or email format/ the travel app) to the traveller(s) promptly after booking before the departure times;
- 5.8.4 The TMC will book the most cost-effective airfares possible for domestic travel;
- 5.8.5 For international flights, the airline which provides the most cost effective and practical routings may be used;
- 5.8.6 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveller;

- 5.8.7 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable);
- 5.8.8 The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service provider(s) for other charter requirements;
- 5.8.9 The TMC should during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable;
- 5.8.10 Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.); and
- 5.8.11 Assist with lounge access if and when required.

5.9 REPORTING

- 5.9.1 A comprehensive library of reports (transaction and behavior based) to be made readily available on the system;
- 5.9.2 Upon request from a BMA, provide detailed reporting on the services provided, discounts, and benefits received;
- 5.9.3 Real-time reporting and reconciliation of travel spend must be offered. The reports will be utilised to proactively advise management and assist in the reduction of travel expenditure;
- 5.9.4 TMCs must detail the online (real-time) reports that will be provided;
- 5.9.5 Reports must be accurate and be provided as per Border Management Authority's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation);
- 5.9.6 Border Management Authority may request the TMC to provide additional management reports;
- 5.9.7 Reports must be available in an electronic format for example Microsoft Excel;
- 5.9.8 Comprehensive reports (standard and dynamic) must be updated daily and be available on-line to managers;
- 5.9.9 Availability of statistics for reporting;
- 5.9.10 The TMC shall provide the BMA with management information reports consisting of the following, as a minimum;
 - A concise quarterly narrative of the TMC's activities, which shall be submitted to border management authority within ten (10) working days after the end of the quarter. This report should identify problems, if any, and recommend solutions. Suggestions to enhance the service should also be included.
 - A quarterly summary (including year to date cumulative figures) of travel activity data and related services, which shall be submitted to Border Management Authority within ten (10) working days of the end of the quarter. This summary shall include all official travel activities with each airline based on value of the tickets. This report should also show a detailed analysis of the number of trips, most frequent city-pairs, carriers used, and savings achieved from the carrier's lowest fare available as well as missed/declined savings due to non-acceptance of the lowest offer.

- The following monthly reports must be offered and made available to the Chief Financial Officer of border management authority:
 - Declined /no shows/missed saving opportunities;
 - Advanced bookings and last minute bookings;
 - Booking outside the BMA travel policy
 - Refunds and open tickets;
 - Bank payments made and outside monies due to the service providers(s);
 - Reconciled reports for Travel lodge card statement;
 - Quarterly system audit trail reports;
 - Monthly reports on social progress in terms acceleration of economic transformation responsibility as per implementation plan targets must be submitted to Border Management Authority;
 - Reports requested by the auditors; and
 - BBBEE spend report.
- The tool must allow for full reporting and auditing capability
- 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 unauthorised parties.
- The TMC should be able to provide a consolidated report for a specific trip including all segments of that specific trip.

5.10 FULFILMENT

5.10.1 Electronic Fulfilment

- Air – tickets must be issued via the system;
- Road transport and accommodation vouchers issued via the system according to the payment terms and voucher rules / policy;
- A service center must render a quality service in line with the agreed upon terms of the SLA. The TMC must ensure that the online system is adequately protected in the event of a disaster. There should be disaster recovery services for all online bookings; and
- Ensure timely notification to travellers of airport closing, cancellations or delays in flights, where possible.

5.10.2 MANUAL FULFILMENT – BY THE SUCCESSFUL TMC:

- All trips initiated outside of the online booking system must be uploaded into the system by the BMA booking;

- The captured booking must follow the same approval and business rules as captured in the approved booking procedure which the online system adheres to;
- Data from all bookings and related system activities must be maintained so that reports can be drawn via the reporting tool; and
- The TMC shall keep abreast of and provide an information service to the relevant BMA with regard to airport closings, carrier schedule changes, as well as all other alterations, safety conditions which may affect travel and new conditions affecting travel and assist travel bookers to make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveller's official trip if possible. When necessary, e-tickets and billings shall be modified or issued to reflect these changes

5.11 TRAINING

- 5.11.1 Adequate training of travel bookers/approvers/ super users on the use of the system as well as system support and related training manuals.
- 5.11.2 Travel bookers, super approvers and super-users must be trained during implementation. The service provider(s) must provide a trainer/facilitator per session required. A typical session should consist of an eight-hour session, including training on all streams of workflow processes. It is estimated that there are one hundred and eighty-five (185) approvers and about one thousand seven hundred and seventy-one (1771) bookers for those BMA that are participating in the current contract, and therefore the service provider(s) must provide an adequate number of facilitators to ensure that training is rolled out within the implementation period; and
- 5.11.3 BMA will provide training venues as well as a schedule of training sessions required.

5.12 BILLING PROCESS

- 5.12.1 Provide a transparent inclusive service fee structure;
- 5.12.2 Reconcile invoices and supporting documentation with bank statement and approved orders;
- 5.12.3 Payment and streamlining of reconciliation process;
- 5.12.4 All fees to be charged must be included in the bid documents;
- 5.12.5 Air transactions to be settled prior to ticketing via a lodged card. There must be a system generated invoice;
- 5.12.6 System service fees charged to the lodge card at the time of order creation must be supported by a system generated invoice;
- 5.12.7 Direct settlement to suppliers, reconciliation of payments against card statement based on supporting documentation (receipts, invoices from vendors, etc.) and submission to the relevant BMA, to streamline the reconciliation process; and
- 5.12.8 The system must be able to manage different forms of payment for flights, road transport and accommodation. The system must reflect the limit still available on the lodge card.

5.13 DATA SECURITY

- 5.13.1 System resilience: The system must be able to recover in the event of a power outage, bookings that are currently being done need to be rolled back; and
- 5.13.2 The system must comply with all adopted security standards and policies including Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.

5.14 FURTHER REQUIREMENT OF THE ELECTRONIC SOLUTION

- 5.14.1 The TMC should provide After Hours and Emergency Services
- 5.14.2 The TMC should provide a consultant or team of consultant to assist travellers with after hours and emergency reservations and changes to travel plans;
- 5.14.3 A dedicated consultant/s should be available to assist VIP/Executive travellers with after hour or emergency assistance;
- 5.14.4 After hours' service should be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays;
- 5.14.5 A call centre facility or after-hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to;
- 5.14.6 The TMC should have a standard operating procedure for managing after-hours and emergency services. This should include purchase order generation of the request within 24 hours;
- 5.14.7 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service provider(s);
- 5.14.8 Ensure that the BMA's travel policy is enforced;
- 5.14.9 The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC; and
- 5.14.10 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

6. COMMUNICATION

- 6.1 Traveller itinerary emails must be sent to the travel booker and traveller;
- 6.2 SMS alerts to traveller;
- 6.3 The system must accurately advise the traveller of e-ticketing deadlines and other relevant information every time reservations are made, in order to cancel bookings.

- 6.4 The TMC should ensure sound communication with all stakeholders, linking the business traveller, travel coordinator, TMC in one smooth continuous workflow.

7. ACCOUNT MANAGEMENT

- 7.1 An Account Management structure should be put in place to respond to the needs and requirements of the BMA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract; and
- 7.2 The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

8. COSTS TO BE BORNE BY TMCS

- 8.1 All costs and expenses incurred by the TMCs in any way associated with the development, preparation and submission of responses and the provision of any additional information required for evaluation purposes, will be borne entirely and exclusively by the TMC.

9. REPORTING REQUIREMENTS

- 9.1 The TMC will report directly to the Chief Financial Officer or to the delegated representative of the BMAs as and when required. Qualitative management of the service / performance provided by the TMC must be in line with the agreed upon SLA.

10. ACCELERATION OF ECONOMIC TRANSFORMATION

- 10.1 To accelerate economic transformation bidders are required to demonstrate that they have empowerment initiatives that will ensure that the utilization of Black owned suppliers who are providing accommodation services is significantly increased.
- 10.2 The achievement of the targets will be monitored and managed through the Service Level Agreement.
- 10.3 As part of social empowerment objectives, Border Management Authority requires a comprehensive approach, methodology and implementation plan on how the TMC will ensure the utilisation of Black owned suppliers who are providing accommodation services are significantly increased.
- 10.3.1 TMCs are required to provide details on initiatives, activities, targets and milestones. The plan is to be submitted together with the bid document.

11. CONTRACT PERIOD

- 11.1 The contract period shall be three (3) years commencing on the date of signature of a Service Level Agreement. The Border Management Authority reserves the right to extend the contract period.
- 11.2 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of BMA.
- 11.3 Any notification of preferred bidder status by BMA shall not give rise to any enforceable rights by the Bidder. BMA may cancel this Request for Proposal (RFP) any time prior to the formal written agreement being executed by or on behalf of BMA.
- 11.4 BMA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.
- 11.5 BMA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to driving socio-economic development objectives that are enshrined in various government policies.
- 11.6 Irrespective of the date of the post award participation, the contract duration for all new participants shall not exceed the contract duration of this contract.

12. CONTRACT PRICE ADJUSTMENTS

- 12.1 Unless prior approval has been obtained from the Border Management Authority, no adjustment in contract prices will be made;
- 12.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment;
- 12.3 CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents; and
- 12.4 The management fees will be adjusted once a year based on CPI.

13. SERVICE STANDARDS

- 13.1 The TMC shall provide the required services as per the agreed upon SLA which will be signed on award of this contract inclusive of roles of personnel involved;
- 13.2 The TMC shall meet quarterly with the BMA to discuss issues of mutual concern based on the terms of the SLA, to review the TMC's performance and to discuss improvements which the TMC or the BMA should make in order to achieve more effective travel management and greater savings. During the above meetings the TMC shall also discuss travel updates and other travel matters with the BMA; and

- 13.3 The TMC shall immediately make the BMA aware of major industry changes, which may have a broad impact on its travel policy or procedures.

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

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

15. TRAVEL POLICY

15.1 Compliance and Control

- 15.1.1 TMC shall ensure that the online system is appropriately set up to incorporate Border Management Authority policies, procedures and internal controls. Negotiated vendor rates, deals and all corporate agreements must be pre-configured, and the purpose should be to book the cheapest in-policy fare of the day. Authorisers must be notified of out of policy breaches and missed saving.

15.2 Corporate Governance

- 15.2.1 All processes for online bookings within the system must adhere to the criteria set by Border Management Authority policies and regulations.
- 15.2.2 The TMC may not accept any commission, payment or other inducement from a flight, road transport or accommodation service provider(s) for the use of their facilities. Should any payment be received, the TMC must pay this amount over to the Border Management Authority at the end of each month. All amounts quoted by the system and charged to the BMA must exclusive of any travel agent commission.
- 15.2.3 The online system must enable group bookings such as conferences.
- 15.2.4 Emerging entrepreneurs shall not be charged any fee/commission/technology fee which creates any barrier to entry.

16. TENDER PROCEDURES

16.1 DESCRIPTION

- 16.1.1 The purpose of this project is to invite service providers to provide travel management services for the Border Management Authority for a period of three (3) years subject to two (2) years extension based on performance
- 16.1.2 Collection of Bid Documents /Free download of Bid Documents:

16.1.2.1 BMA website at <http://www.bma/Tenders> and e-Tenders Portal: www.etenders.gov.za

17. CONTACTS

17.1 scm.enquiries@bma.gov.za

17.2 Enquiries must be in writing and sent to the above email address. The delegated office of Border Management Authority may communicate with Bidder(s) where clarity is sought in the bid proposal;

17.3 Any communication to an official or a person acting in an advisory capacity for Border Management Authority in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged;

17.4 All communication between the Bidder(s) and Border Management Authority must be done in writing;

17.5 Whilst all due care has been taken in connection with the preparation of this bid, Border Management Authority 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. Border Management Authority, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete;

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

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

17.8 All persons (including Bidder (s)) obtaining or receiving the bid and any other information in connection with the Bid or the Bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

18. SUBMISSION OF BIDS

18.1 Submissions must be done via tender box.

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

- 18.3 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.

NB: Telegraphic, telephonic, telex, facsimile and late Bid Proposals will not be accepted.

19. ACCEPTABLE BIDS

- 19.1 Bidders are required to submit acceptable bids (any bids which, in all respects, complies with the specifications and conditions of bids as set out in the bid document) by completing all the prices, mandatory response fields, item questionnaires;
- 19.2 Bidders must ensure their bids are acceptable as it is compulsory to complete and sign all relevant standard bidding documents (SBD) and submit the functionality requirements and pricing; and
- 19.3 Bidders should not use corrective fluid on any document submitted; and
- 19.4 Non-compliance with this condition will invalidate the bid for the item(s) concerned.

20. EVALUATION CRITERIA

- 20.1 The details of the evaluation phases are outlined below:

Table 1: Evaluation Criteria

PHASE 1	PHASE 2	PHASE 3	PHASE 4
ADMINISTRATIVE COMPLIANCE	MANDATORY DOCUMENTS REQUIRED	FUNCTIONALITY REQUIREMENTS	PRICE AND PREFERENCE
Compliance with correctness of bid document and compulsory returnable SBD forms.	Compliance with Mandatory documents required.	Bidders will be assessed to verify capacity to execute the contract. Bidders will be expected to provide a presentation/online demo.	Bids will be evaluated using the 80/20 preference points system or the 90/10 preference points system.

- 20.2 The State may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder and any misrepresentation by the bidder may disqualify the bid thereof.

20.3 Phase 1 – Administrative Compliance

- 20.3.1 During this phase the screening process will be done to check compliance with bid requirements (administrative compliance) listed hereunder. Bidders are required to submit the below documents to comply with the policy to guide uniformity in procurement reform processes in Government as per section 2 of Practice Note No Supply Chain Management SCM)1 of 2003 regarding bid documentation for supply chain management.

Table 2: Administrative Compliance

DOCUMENT	INSTRUCTION
SBD 1- Invitation to Bid	It must be fully completed and returned
SBD 4- Declaration of Interest	It must be fully completed and signed. (Declare all companies listed under Directors of the company on CSD report)
SBD 6.1- Preference points claim form	It must be fully completed and signed. (Attach BBBEE certificate or Affidavit)
SBD 7.1- Contract Form: Rendering of Services	It must be fully completed and signed.
Section E- CSD Declaration and Authority to Sign a Bid	It must be fully completed and signed. (Attach CSD full report not summary report) This is a company resolution for the capacity under which this bid is signed as per SBD 1 and the relevant section must be completed and signed OR attach company Resolution Letter
Section F- Pricing Schedule	The final total from the price structure must be written in words and figures. Prices submitted in this bid must be filled in on the field provided on the cost/fee structure provided with the bid.
TAX Compliance Status	Bids received from bidders with a non- compliant tax status will be disqualified with failure to update the Tax Status within 7 days after notified by BMA. In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)

NOTE: Bidders who are administratively responsive shall be evaluated for mandatory documents required Phase 2.

20.4 Phase 2: Mandatory Requirements and Documents Required

- 20.4.1 Bidders must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this phase bidders' responses will be evaluated against the mandatory requirements for compliance. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

Table 3: Mandatory Requirements

REQUIREMENT/DOCUMENT	INSTRUCTION
Valid IATA Accreditation	Provision of certified copy of membership accreditation certificate
Valid ASATA Accreditation	Provision of certified copy of membership accreditation certificate
Third-Party Agreement	Any bidder who does not own the self-service online travel management system and will be sourcing it from a third party must submit a valid Third-Party Agreement. The validity of the third-party agreement must cover this online travel management contract period.
Previous Experience	Bidder must attach minimum of five (5) reference letters from the previous clients. Letters must be between year 2019 to date. Letters must be in the company letterhead and signed.

NOTE: In the case of a Joint Venture, Consortium, Third-Party Agreement, Trust, or Partnership, a signed teaming agreement must be submitted. Bidders who met the mandatory requirements shall be evaluated for functionality (Phase 3). Also note that as part of the Technical Evaluation, there will be a demonstration/presentation. Refer to Annexure A for criteria that will be evaluated.

20.5 Phase 3 – Functionality Requirements

- 20.5.1 Bids will be evaluated for functionality strictly according to the bid evaluation criteria stipulated in the terms of reference. Bidders must, as part of their bid documents, submit supporting documentation for all technical requirements as indicated hereunder.
- 20.5.2 It is incumbent upon the bidder in their technical proposals to adequately demonstrate contract execution capacity in the following areas: Financial Viability of Entity, Competency and Expertise Requirements/Team Composition.

Table 4: Functionality Requirements

No	Evaluation Criteria	Guidelines	Maximum Points
Part 1			
1	<u>EXPERIENCE</u> Bidder has provided the profile of the company indicating the number of years that a company has in the travel management services industry	0 – 2 years = 0 point 3 – 5 years = 5 points Above 5 – 10 years = 10 points Above 10 years = 15 points	15
2	<u>PROJECT SIMILAR TO SELF SERVICE ONLINE TRAVEL MANAGEMENT SERVICES</u> NB: Provide measurable supporting documents e.g. appointment letter, order or a contract:	R1 million to R10 million = 5 points >R10 million to R20 million = 10 points > Over R20 million = 15 points	15
3	<u>EXPERTISE/EXPERIENCE/QUALIFICATION OF SUPPORT PERSONNEL TO BE ASSIGNED TO THE BMA CONTRACT (CVs DETAILING COMPETENCY OF ALL PERSONNEL)</u>	Account Manager: 2 -5 years (1 points) > 5 years (2 points) Senior Travel Consultant: 3 -5 years (1 point) > 5 years (2 points) Intermediate Travel Consultant: 2- 4 years (1 point) > 4 years (2 points) Junior Travel Consultant: 1- 3 years (1 point) >3 years (2 points) Finance officer: 2-5 years (1 point) >5 years (2 points)	10

4	<p><u>METHODOLOGY:</u></p> <p>Provide a detailed methodology relating to the scope and extent of work (Reference Section 4) provided in a phased approach:</p> <p>This should include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.</p>		40
4.1	<p><u>MANAGE GROUP BOOKINGS.</u></p> <p>Describe your capabilities for handling group bookings (e.g., for meetings, conferences, events etc.). Please specify if these bookings would be done by the TMC or outsourced.</p>	<ul style="list-style-type: none"> • Manage off-line domestic and international travel reservations/ bookings (2 points) • Manage online booking system (4 points) • Manage travel booking process, approvals, issuing of travel vouchers/itineraries, reporting etc. (2 points) • What technology communication platforms/ applications does the TMC use (2 points) 	10 /40
4.2	<p>Directly negotiated rates. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by BMA are non-commissionable,</p> <p>Where commissions are earned for BMA bookings, all these commissions should be returned to BMA on a quarterly basis. Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.</p>	<ul style="list-style-type: none"> • Describe in detail how the rates will be negotiated for all travel services. I.e. rates can be negotiated to below the standard National Treasury rates and how collected commission is seamless transferred to BMA (10 points) • No information provided by the bidder (0 point). 	10/40
4.3	<p>Management of cancellations/no show reservations</p>	<ul style="list-style-type: none"> • Describe in detail how will the unused/ cancelled air tickets be handled i.e. Managed, reported, and communicated and the refunds process. How do you manage hotel / vehicle cancellations / no-shows? (10 points) • No information provided by the bidder (0 point). 	10/40

4.4	Finance management i.e. Invoicing and account reconciliation	<ul style="list-style-type: none"> Describe how invoicing and account reconciliation will be handled, including supporting documents. How will you manage the travel management lodge card? (5 points) No information provided by the bidder (0 point). 	5/40
4.5	Management of afterhours and emergency services	<ul style="list-style-type: none"> Describe your After-hours/ emergency service process and accessibility. In case of emergencies or disasters, how do you track employees that are travelling? The bidder must have capacity to provide reliable and consistent after hours and emergency support services. The bidder must indicate if afterhours/ emergency services are insourced or outsourced (5 points) No information provided by the bidder (0 point). 	5/40
5	<u>OFFICE SUPPORT AND MANAGEMENT</u>	<p>Provide a detailed plan for implementing the travel management services and project plan implementation timelines and with project team:</p> <ul style="list-style-type: none"> Bidders has submitted a project plan with clear timelines, providing examples of monthly and quarterly reports and with project team (10 points) Bidders submitted project plan with clear timelines but did not provide examples of monthly and quarterly report nor indicate the project team (5 points) No clear project plan provided with project timelines, examples of monthly and quarterly reports nor indication of project team (0 points) 	10

6.	<u>BUSINESS CONTINUITY PLAN</u>	<ul style="list-style-type: none">• How will the TMC address system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties, or resource unavailability (5 points).• No information provided by the bidder (0 point).	5
7.	<u>BMA DATA MANAGEMENT</u>	<ul style="list-style-type: none">• Describe how travellers' data privacy interests will be safeguarded (5 points)• No information provided by the bidder (0 point).	5
	Total for Part 1		100
	Minimum threshold to move to Part 2		70
Part 2			
8.	<u>ONLINE SYSTEM DEMONSTRATION</u>	Bidders should do an online presentation/demonstration which should show all the area per the scope of work (reference section 5 and 6). Screen shots are not allowed.	50

20.6 Phase 4: Evaluation criteria in terms of the preferential procurement regulations 2022 (above R50 million)

20.6.1 The following preference point systems are applicable to invitations to bid:

20.6.1.1 The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

or

20.6.1.2 The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

20.6.2 Either the 80/20 or 90/10 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received

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

- The bid price
- The specific goals

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P}{P} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P}{P} \right) \end{array}$$

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

PRICE

- 20.7 The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- 20.8 Bidders are required to complete the SBD 6.1 forms in order to claim preference points and submit the above-mentioned documents which will serve as proof of ownership and directorship of the company.
- 20.9 Failure on the part of a bidder to complete and signed the declaration part of the SBD 6.1 and submit proof or documentation required in terms of this bid to claim points for specific goals with the bid will not be allocated with the points claimed. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- 20.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 20.11 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.